

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 September 11, 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 September 11, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2498 343 4797; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, September 11, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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 Booming!**
- 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, SEPTEMBER 11, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT LORI KINNEAR

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER RYAN OELRICH

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

Spokane Park Board – One Appointment

Confirm

CPR 1981-0402

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. | Five-year Value Blanket with American AVK (Minden, NV) for the annual supply of gate valves for the Water Department—estimated annual expenditure \$225,000 (incl. tax). (Council Sponsors: Council Members Cathcart and Wilkerson)
Tonya Reiss | Approve | OPR 2023-0878
RFQ 5928-23 |
| 2. | Small Business Assistance Awards, Round 2, in accordance with the approved Tranche 3 of ARPA Allocations, to 31 local small businesses—\$1,037,097.82. (Council Sponsors: Council Members Stratton and Wilkerson)
Michelle Murray | Approve | OPR 2023-0879 |

- | | | | |
|----|--|---------|-------------------------------|
| 3. | <p>Cultural Events 2023 Awards to 34 local non-profit entities supporting their cultural community events—\$531,000. (Council Sponsors: Council Members Cathcart and Wilkerson)
 Michelle Murray</p> | Approve | OPR 2023-0880 |
| 4. | <p>Consultant Agreement with NB Engineering DBA Evergreen StormH2O (Spokane) for an effectiveness study to determine treatment efficacies of non-vegetated stormwater bioretention facilities from August 1, 2023, to July 1, 2027—\$101,035 (plus tax, if applicable). (Council Sponsor: Council President Kinnear)
 James “Trey” George</p> | Approve | OPR 2023-0881
RFQu 5906-23 |
| 5. | <p>Accept funds from Washington State Department of Commerce Emergency Housing Fund for the purpose of subgranting to Young Women's Christian Association, Catholic Charities, Volunteers of America, Family Promise, Transitions - Women's Hearth, Spokane Neighborhood Action Partners, the Salvation Army, and Truth Ministries—\$3,934,639. (Council Sponsor: Council Member Stratton)
 Jenn Cerecedes</p> | Approve | OPR 2023-0882 |
| 6. | <p>Local Area A&E Professional Services Consultant Agreement with Horrocks Engineers (Spokane) for Traffic Control Planning and Design On-Call Services for 2023-2024 - (Non-Federal)—not to exceed \$200,000. (Council Sponsor: Council President Kinnear)
 Dan Buller</p> | Approve | OPR 2023-0883
ENG 2023113 |
| 7. | <p>Final Two-year Contract Renewal with Big Belly Solar, LLC (Needham, MA) for lease of networked solar waste receptacles for the downtown core area from March 8, 2023, through March 7, 2025—annual expenditure \$74,143.44 (plus tax, if applicable). (Council Sponsor: Council President Kinnear)
 Chris Averyt</p> | Approve | OPR 2018-0028 |
| 8. | <p>Consultant Agreement with McMillen, Inc. (Boise, ID) for construction management and engineering support services for Upriver Dam from September 1, 2023, through December 31, 2024—\$394,923 (plus tax, if applicable). (Council Sponsor: Council President Kinnear)
 Seth McIntosh</p> | Approve | OPR 2023-0884 |
| 9. | <p>Acceptance of 2023 BJA FY23 Byrne Discretionary Community Project funding that was awarded to the City in August, 2023—\$1,317,000. (Relates to Special Budget Ordinance C36438) (Council Sponsors: Council Members Cathcart and Bingle)
 Shawna Ernst</p> | Approve | OPR 2023-0886 |

- 10. Report of the Mayor of pending:
 - 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 \$_____.
 - b. 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 \$_____.
 - c. Payroll claims of previously approved obligations through_____, 2023: \$_____.
- 11. City Council Meeting Minutes: _____, 2023.

Approve & Authorize Payments CPR 2023-0002
 CPR 2023-0002
 CPR 2023-0003
 Approve CPR 2023-0013

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36434 Human Services Grant Fund
 - 1) Increase revenue by \$4,795,078
 - A) Of the increased revenue, \$4,795,078 is provided by the Washington State Department of Commerce (DOC) as part of the Consolidated Homeless Grant (CHG) program.
 - 2) Increase appropriation by \$4,795,078.
 - A) Of the increased appropriation, \$321,700 is provided solely for salaries and benefits for the City of Spokane’s employees who will be administering the programs.
 - B) Of the increased appropriation, \$267,700 is provided solely for other supplies, services, and equipment required for the administration of the programs.

C) Of the increased appropriation, \$4,205,678 is provided solely for contractual services to be provided by the City's sub-recipients to deliver services to the community.

(This action arises from the need to provide services to the citizens of Spokane via the Consolidated Homeless Grant program.) (Council Sponsors: Council Members Bingle and Cathcart)

Jenn Cerecedes

ORD C36435

Human Services Grants Fund

1) Increase revenue by \$2,032,058

A) Of the increased revenue, \$2,032,058 is provided by the Washington State Department of Commerce (DOC) as part of the Rights of Way (ROW) initiative.

2) Increase appropriation by \$2,032,058

A) Of the increased appropriation, \$2,032,058 is provided solely for contractual services related to housing and homelessness as part of the ROW initiative.

(This action arises from the need to provide housing and homelessness assistance to the citizens of Spokane via the Rights of Way program.) (Council Sponsors: Council Members Bingle and Cathcart)

Jenn Cerecedes

ORD C36436

Human Services Grants Fund

1) Increase revenue by \$3,934,639.

A) Of the increased revenue, \$3,934,639 is provided by the Washington State Department of Commerce's (DOC) Emergency Housing Fund grant.

2) Increase appropriation by \$3,934,639.

A) Of the increased appropriation, \$3,757,489 is provided solely for contractual services to be provided by the City's selected sub-grantees to deliver emergency housing services and homeless subsidies to the community.

B) Of the increased appropriation, \$177,150 is provided solely for the City of Spokane's administrative costs related to the management and disbursement of funding to sub-grantees of the Emergency Housing Fund grant.

(This action arises from the need to maintain the City of Spokane's current levels of emergency housing services and homeless subsidies as part of the Emergency Housing Fund grant.) (Council Sponsors: Council Members Stratton and Wilkerson)

Jenn Cerecedes

ORD C36437

Arterial Street Fund

1) Increase revenue by \$5,004,517

A) Of the increased revenue, \$5,004,517 is provided by grant funding from the Washington State Department of Transportation's (WSDOT) Local Bridge program.

1) Increase appropriation by \$5,004,517

A) Of the increased appropriation, \$5,004,517 is provided solely for the construction of fixed assets for the Maple St. Bridge Deck Repair project.

(This action arises from the need to accept grant funding from the WSDOT Local Bridge program for the Maple St. Bridge Deck Repair project.) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Kevin Picanco

ORD C36438

Public Safety & Judicial Grant fund

1) Increase revenue by \$1,317,000.

A) Of the increased revenue, \$1,317,000 is provided by the Department of Justice through their FY23 Byrne Discretionary Community Project Funding Grants Program.

2) Increase appropriation by \$1,317,000.

A) Of the increased appropriation, \$1,317,000 is provided solely for procurement of technology and equipment related to public safety.

(This action arises from the need to create budget capacity for Dept. of Justice grant funding that has been awarded to the City of Spokane to improve the criminal justice system, prevent juvenile delinquency, and assist victims of crime.) (Relates to Consent Agenda Item No. 9) (Council Sponsors: Council Members Cathcart and Bingle)

Shawna Ernst

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0077 Requesting a Crime Prevention Through Environmental Design (CPTED) audit of the Monroe Street Bridge. (Council Sponsors: Council Members Cathcart, Bingle, and Wilkerson)

Council Member Cathcart

RES 2023-0078 Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$172,911.55 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of a Zamboni 450 ice resurfacing machine for the Ice Skating Ribbon; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

Chris Johnson

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

- ORD C36439 Providing an increase in City business registration fees; amending SMC Section 08.02.0206(A) and 08.02.0206(B) of the Spokane Municipal Code. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)
Chris Johnson
- ORD C36440 Relating to Noise Control, amending SMC section 13.02.0310, to chapter 13.02, and amending SMC section 10.70.040 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Member Stratton)
Chris Averyt
-

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 11, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The Spokane 11, 2023, Regular Legislative Session of the City Council is adjourned to September 18, 2023.

NOTE: The September 18, 2023, 6:00 p.m. Legislative Session will be a Town Hall Session for the following neighborhoods: Bemiss, Chief Garry Park, Hillyard, Logan, Minnehaha, Riverside, Shiloh Hills, Nevada Heights, and Whitman. All Town Hall Sessions in 2023 will be held in City Council Chambers at City Hall.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management 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:**

09/11/2023

Date Rec'd

8/23/2023

Clerk's File #

CPR 1981-0402

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

LIZ VAN DEN BERG 509.625.6774

Project #**Contact E-Mail**

LVANDENBERG@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO THE SPOKANE PARK BOARD

Agenda Wording

Douglas Kelley, 1st Term, Spokane Park Board, 5 Year Term, 09/12/2023-09/11/2028

Summary (Background)

Douglas Kelley, 1st Term, Spokane Park Board, 5 Year Term, 09/12/2023-09/11/2028

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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

JONES, GARRETT

Study Session\OtherSeptember 11th Briefing
Session**Division Director****Council Sponsor**

Council President Kinnear

Finance**Distribution List****Legal****For the Mayor**

JONES, GARRETT

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
09/11/2023

<u>Date Rec'd</u>	8/25/2023
<u>Clerk's File #</u>	OPR 2023-0878
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TONYA REISS 625-7851	<u>Project #</u>	
<u>Contact E-Mail</u>	TREISS@SPOKANECITY.ORG	<u>Bid #</u>	RFQ #5928-23
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4100 - APPROVAL OF VALUE BLANKET ORDER FOR GATE VALVES		

Agenda Wording

Approve a five (5) year Value Blanket Order with American AVK (Minden, NV) for the annual supply of Gate Valves for the Water Department - estimated annual expenditure \$225,000 including tax.

Summary (Background)

Request for Quotes 5928-23 was opened on 6/23/23 for the annual supply of gate valves on an "as needed" basis. Four (4) responses were received with American AVK (Minden, NV) being the lowest responsive bidder. This order will be set up as a five (5) year Value Blanket Order and the department will order on an "as needed" basis

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 225,000

Select \$

Select \$

Select \$

Budget Account

various

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Approvals

<u>Dept Head</u>	SEARL, LOREN
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON, MARGARET
<u>For the Mayor</u>	JONES, GARRETT

Council Notifications

<u>Study Session\Other</u>	F&A 8/21/23
<u>Council Sponsor</u>	CM Cathcart & CM Wilkerson

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 625-7821
Council Sponsor(s)	CM Cathcart & CM Wilkerson
Committee Date	8/21
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 - Approval of Value Blanket for Gate Valves
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Request for Quotes 5928-23 was opened on 6/23/23 for the annual supply of gate valves on an “as needed” basis. Four (4) responses were received with American AVK (Minden, NV) being the lowest responsive bidder. This order will be set up as a five (5) year Value Blanket Order and the department will order on an “as needed” basis.
Proposed Council Action	Approve Value Blanket Order
Fiscal Impact Total Cost: <u>\$225,000.00 annually</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors	

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

RFQ #5928-23 Tabulation

Reference Number	Description	Type	UOM	Quantity	American AVK
City #V1236-03	Gate Valve, CI FL x FL OSY Wheel Top, 3"	Base	Each	2	\$1,281.60
City #V1236-04	Gate Valve, CI FL x FL OSY Wheel Top, 4"	Base	Each	18	\$13,193.28
City #V1236-06	Gate Valve, CI FL x FL OSY Wheel Top, 6"	Base	Each	5	\$4,759.20
City #V1236-08	Gate Valve, CI FL x FL OSY Wheel Top, 8"	Base	Each	5	\$7,269.60
City #V1236-10	Gate Valve, CI FL x FL OSY Wheel Top, 10"	Base	Each	2	\$4,272.96
City #V1243-04	Gate Valve, MJ x MJ (Sq. Op. Nut) 4"	Base	Each	14	\$7,541.24
City #V1243-06	Gate Valve, MJ x MJ (Sq. Op. Nut) 6"	Base	Each	100	\$68,770.00
City #V1243-08	Gate Valve, MJ x MJ (Sq. Op. Nut) 8"	Base	Each	12	\$13,132.08
City #V1243-10	Gate Valve, MJ x MJ (Sq. Op. Nut) 10"	Base	Each	1	\$1,706.14
City #V1243-12	Gate Valve, MJ x MJ (Sq. Op. Nut) 12"	Base	Each	10	\$21,587.80
City #V1244-04	Gate Valve, FL x MJ (Sq. Op. Nut) 4"	Base	Each	18	\$9,265.32
City #V1244-06	Gate Valve, FL x MJ (Sq. Op. Nut) 6"	Base	Each	18	\$12,378.60
City #V1244-08	Gate Valve, FL x MJ (Sq. Op. Nut) 8"	Base	Each	5	\$5,370.50
City #V1244-10	Gate Valve, FL x MJ (Sq. Op. Nut) 10"	Base	Each	2	\$3,412.28
City #V1244-12	Gate Valve, FL x MJ (Sq. Op. Nut) 12"	Base	Each	2	\$4,120.68
City #V1246-04	Gate Valve, FL x FL (Sq. Op. Nut) 4"	Base	Each	1	\$534.06
City #V1246-06	Gate Valve, FL x FL (Sq. Op. Nut) 6"	Base	Each	1	\$713.46
City #V1246-08	Gate Valve, FL x FL (Sq. Op. Nut) 8"	Base	Each	1	\$1,115.50
City #V1246-10	Gate Valve, FL x FL (Sq. Op. Nut) 10"	Base	Each	1	\$1,771.46
City #V1246-12	Gate Valve, FL x FL (Sq. Op. Nut) 12"	Base	Each	1	\$2,139.46
Product					\$184,335.22
City #V1243-04 (D)	Gate Valve, MJ x MJ (Sq. Op. Nut) 4" - Domestic	Base	Each	1	
City #V1243-06 (D)	Gate Valve, MJ x MJ (Sq. Op. Nut) 6" - Domestic	Base	Each	1	
City #V1243-08 (D)	Gate Valve, MJ x MJ (Sq. Op. Nut) 8" - Domestic	Base	Each	1	
City #V1243-10 (D)	Gate Valve, MJ x MJ (Sq. Op. Nut) 10" - Domestic	Base	Each	1	
City #V1243-12 (D)	Gate Valve, MJ x MJ (Sq. Op. Nut) 12" - Domestic	Base	Each	1	
City #V1244-04 (D)	Gate Valve, FL x MJ (Sq. Op. Nut) 4" - Domestic	Base	Each	1	

City #V1244-06 (D)	Gate Valve, FL x MJ (Sq. Op. Nut) 6" - Domestic	Base	Each	1	
City #V1244-08 (D)	Gate Valve, FL x MJ (Sq. Op. Nut) 8" - Domestic	Base	Each	1	
City #V1244-10 (D)	Gate Valve, FL x MJ (Sq. Op. Nut) 10" - Domestic	Base	Each	1	
City #V1244-12 (D)	Gate Valve, FL x MJ (Sq. Op. Nut) 12" - Domestic	Base	Each	1	
Domestic Product					\$0.00
Total Extended					\$184,335.22

Core & Main	H D FOWLER CO	Consolidated Supply Co.
\$1,117.32	\$1,092.70	\$1,964.58
\$11,470.14	\$11,165.40	\$18,239.94
\$4,641.20	\$4,535.00	\$6,579.85
\$7,605.15	\$7,410.00	\$10,047.95
\$4,977.42	\$4,844.00	\$5,906.90
\$9,143.96	\$10,192.00	\$10,878.56
\$83,309.00	\$92,425.00	\$99,190.00
\$15,922.08	\$17,760.00	\$18,940.08
\$2,068.79	\$2,284.00	\$2,460.54
\$26,177.70	\$29,050.00	\$31,137.20
\$11,217.24	\$12,510.00	\$13,367.88
\$14,993.64	\$16,727.40	\$17,854.20
\$6,509.10	\$7,260.00	\$7,747.65
\$4,137.58	\$4,616.00	\$4,921.06
\$4,995.40	\$5,572.00	\$5,944.32
\$647.16	\$722.00	\$769.96
\$865.12	\$964.00	\$1,029.31
\$1,351.91	\$1,507.00	\$1,608.68
\$2,148.32	\$2,395.00	\$2,555.08
\$2,593.78	\$2,890.00	\$3,085.91
\$215,892.01	\$235,921.50	\$264,229.65
\$653.14	\$971.00	\$870.37
\$833.09	\$1,239.00	\$1,094.12
\$1,326.84	\$1,972.00	\$1,703.90
\$2,068.79	\$3,076.00	\$2,674.98
\$2,617.77	\$3,894.00	\$3,401.50
\$623.18	\$927.00	\$836.00

\$823.98	\$1,239.00	\$1,094.12
\$1,301.82	\$1,936.00	\$1,675.08
\$1,893.14	\$3,077.00	\$2,674.98
\$2,497.70	\$3,715.00	\$3,259.93
\$14,639.45	\$22,046.00	\$19,284.98
\$230,531.46	\$257,967.50	\$283,514.63



Agenda Sheet for City Council Meeting of:

09/11/2023

Date Rec'd	8/25/2023
Clerk's File #	OPR 2023-0879
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE MURRAY 625-6320
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5600 - ACCOUNTING - SMALL BUSINESS ASSISTANCE AWARDS - ROUND 2

Agenda Wording

The ARPA Accounting team would like to finalize the recommendations for these conditional awards totaling \$1,037,097.82 to receive funding as listed.

Summary (Background)

On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. Round 1, in a two-part process, \$2,061,806.60 was successfully awarded to local small businesses. Round 2 opened on May 24, 2023. The city has received 31 eligible applications as listed here on a first come first serve basis. There will be another list coming after applications close on August 31, 2023 unless funds are exhausted sooner.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 1,037,097.82

Select \$

Select \$

Select \$

Budget Account

1425-88153-57215-54201-97253

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#

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Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor JONES, GARRETT

Council Notifications

Study Session\Other F&A Committee
8/21/2023

Council Sponsor CM Stratton & CM
Wilkerson

Distribution List

Additional Approvals

Purchasing

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Small Business Assistance Awards Round 2
Summary (Background)	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. Round 1, in a two part process, \$2,061,806.60 was successfully awarded to local small businesses. Round 2 opened on May 24, 2023. The city has received 31 eligible applications as listed here on a first come first serve basis. The ARPA Accounting team would like to finalize the recommendations for these conditional awards totaling \$1,037,097.82 to receive funding as listed. There will be another list coming after applications close on August 31, 2023 unless funds are exhausted sooner.
Proposed Council Action	Approve award recommendations as attached.
Fiscal Impact Total Cost: <u>\$1,037,097.82</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: American Rescue Plan Act 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? Local small businesses would further struggle in their recovery from the COVID pandemic.	
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? Aiding small business in recovering from COVID 19.	

Assistance to Small Business Awards Round 2 Period 1

App #	Organization	Approved Amount
1	STEELHEAD BAR & GRILLE	\$45,000.00
2	Pearl China Buffet	\$45,000.00
3	Joshua Jacob Creative, LLC	\$10,602.00
4	Fofolles llc.	\$15,000.00
5	Heritage Bar & Kitchen	\$45,000.00
6	TEA'S COMPANY	\$12,098.99
7	SkinNV LLC	\$40,058.52
8	Urban Blends LLC	\$45,000.00
9	Golden Handle Project SPC	\$15,000.00
10	Gilded Unicorn LLC	\$45,000.00
11	Uncle's Inc.	\$45,000.00
12	Spokane Workers Cooperative LCA	\$15,000.00
13	Beyoutiful LLC	\$45,000.00
14	Ebonyhair	\$4,008.00
15	Shangri-la motel	\$39,229.59
16	KINGSLEY AND SCOUT, INC.	\$25,891.30
17	The Magic Lantern Theater	\$45,000.00
18	Cheeky Beauty Bar	\$5,599.66
19	Tamarack Event House	\$45,000.00
20	JOE'S MINI MARKET	\$45,000.00
21	Biomethane, LLC	\$28,303.00
22	RECORDED MEMORIES	\$45,000.00
23	Brickyard Barbershop LLC	\$30,094.00
24	SpaBlue PLLC	\$45,000.00
25	Merlyn's LLC	\$36,489.07
26	Paint In My Hair	\$45,000.00
27	Rancho Chico	\$45,000.00
28	Find Your Glow	\$45,000.00
29	Stina Rae Unbound LLC	\$25,663.69
30	Over The Moon Relics LLC	\$14,060.00
31	Northeast Healing LLC	\$45,000.00

\$1,037,097.82

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

09/11/2023

Date Rec'd	8/25/2023
Clerk's File #	OPR 2023-0880
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE MURRAY 625-6320
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5600 - ACCOUNTING - CULTURAL EVENTS 2023 AWARD

Agenda Wording

A total of 34 local non-profits were conditionally awarded the full \$531,000 to support local events throughout the City of Spokane.

Summary (Background)

On March 27, 2023 the City of Spokane opened applications for the 2023 Cultural Incentive Grants with \$531,000 available to support local organizations with their community events. This application was for retrospective events back to January 1, 2023. Applications were extended and closed on June 7, 2023. A total of 34 local non-profits were conditionally awarded the full \$531,000 to support local events throughout the City of Spokane.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 531,000

Select \$

Select \$

Select \$

Budget Account

1425-88153-57215-54201-97234

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Approvals**Dept Head** MURRAY, MICHELLE**Division Director** WALLACE, TONYA**Finance** MURRAY, MICHELLE**Legal** PICCOLO, MIKE**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other** F&A Committee
8/21/2023**Council Sponsor** CM Cathcart & CM
Wilkerson**Distribution List****Additional Approvals****Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Cathcart & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Cultural Event 2023 Awards
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On March 27, 2023 the City of Spokane opened applications for the 2023 Cultural Incentive Grants with \$531,000 available to support local organizations with their community events. This application was for retrospective events back to January 1, 2023. Applications were extended and closed on June 7, 2023. A total of 34 local non-profits were conditionally awarded the full \$531,000 to support local events throughout the City of Spokane.
Proposed Council Action	Approve award recommendations as attached.
Fiscal Impact Total Cost: <u>\$531,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act 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? Local not-for-profit entities would further struggle in their recovery from the COVID pandemic.	
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? Aiding not-for-profit entities in recovering from COVID 19 and supporting their cultural events.	

2023 Cultural Events Grant

#	Organization	Event Name	Award
1	Spokane Hoopfest Association	Spokane Hoopfest	\$ 25,000.00
2	The Family Guide dba Spokane United We Stand	Asian Native Hawaiian Pacific Islander Heritage Day	\$ 25,000.00
3	Northwest Museum of Arts & Culture	MAC ARTFEST	\$ 25,000.00
4	Latinos En Spokane	Latin America Community Independence Day Series	\$ 25,000.00
5	Spokane Shakespeare Society	Spokane Shakespeare Society Season 3	\$ 12,550.00
6	Terrain Programs	BrrrZAAR	\$ 5,799.00
7	Community Cancer Fund	The Boulevard Race	\$ 25,000.00
8	Terrain Programs	Terrain	\$ 25,000.00
9	Spokane Symphony	Spokane Symphony free Labor Day Concert at Comstock Park	\$ 25,000.00
10	Terrain Programs	Bazaar	\$ 9,804.00
11	Refugee and Immigrant Connections Spokane	World Refugee Day	\$ 17,581.00
12	Spokane Symphony	Free Fourth of July Symphony Concert at Riverfront Pavilion	\$ 25,000.00
13	Hispanic Business Association of Spokane (HBPA)	Tacos y Tequila Festival	\$ 25,000.00
14	South Asia Cultural Association (SACA)	Nharatha Natyam: Navarasa Kalinga Nartana (South Indian Classical Dance-Drama)	\$ 10,000.00
15	Filipino-American Association of the Inland Empire	Pista sa Nayon	\$ 7,500.00
16	Feast Collective	2023 Cultural Festival Series: "FeastFest" Cultural Street Fair and "Ramadan Iftar Celebrations"	\$ 21,084.69
17	Hillyard Heritage Celebrations	Hillyard Festival	\$ 15,000.00
18	Filipino American Northwest Association	2nd Annual Philippine History Month	\$ 7,650.00
19	Connoisseur Concerts Association	Second Annual Northwest BachFest	\$ 11,000.00
20	Yoyot Sp'q'n'i	Wellbriety Event Series	\$ 14,212.50
21	Spokane Lilac Festival Association	Spokane Lilac Festival Armed Forces Torchlight Parade	\$ 25,000.00
22	Manzanita House	Tea Tasting and Bazaar	\$ 12,627.29
23	Latinos En Spokane	El Mercadito	\$ 25,000.00
24	The Jericho Road dba Thrive International	Thrive International First Anniversary Celebration	\$ 13,155.34
25	The Shades of Motherhood Network	2023 Black Maternal Health Week Events	\$ 11,690.35
26	World Relief Spokane	World Relief Family Fun Day	\$ 9,112.50
27	South Asia Cultural Association (SACA)	Sangeetha Kacheri (A Music Concert)	\$ 7,775.00
28	Feast Collective dba Feast World Kitchen	Cultural Events at Spokane Public Schools	\$ 12,112.50
29	Downtown Spokane Partnership	Weekends on Wall	\$ 5,000.00
30	Friends of the Bluff	Brush on the Bluff	\$ 13,903.84
31	Spokane Hmong Association	Spokane Hmong New Year 2023-2024	\$ 6,500.00
32	Sister Cities Association of Spokane	Annual International Student Reception	\$ 10,000.00
33	Jesus Is The Answer Church	African American Graduation	\$ 3,947.96
34	Inland Northwest Juneteenth Coalition	Juneteenth Community Pillar Awards	\$ 17,994.03
			\$ 531,000.00



Agenda Sheet for City Council Meeting of:

09/11/2023

<u>Date Rec'd</u>	8/25/2023
<u>Clerk's File #</u>	OPR 2023-0881
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2023-0699
<u>Project #</u>	
<u>Bid #</u>	RFQU 5906-23
<u>Requisition #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	JAMES "TREY" 625-7908 GEORGE
<u>Contact E-Mail</u>	JGEORGE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4330 - STORMWATER

Agenda Wording

Consent for contract with Evergreen StormH2O to perform an effectiveness study

Summary (Background)

The proposed study is being separately performed from, but in alignment with, a grant funded TAPE Project in order to realize cost savings while maintaining compliance. Estimated total cost is \$101,035 where each jurisdiction will contribute approximately \$33,678 under MOU agreement. MOU for cost sharing was provided consent by City Council on July 24, 2023.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Expense \$ \$101,035

Select \$

Select \$

Select \$

Budget Account

4330-43354-35148-54201

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Approvals

<u>Dept Head</u>	LOWDON, MICHAEL
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON, MARGARET
<u>For the Mayor</u>	JONES, GARRETT

Council Notifications

<u>Study Session\Other</u>	F&A 8/21/2023
<u>Council Sponsor</u>	CP Kinnear

Distribution List

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Additional Approvals

Purchasing
ACCOUNTING - GRANTS

PRINCE, THEA
MURRAY, MICHELLE

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Wastewater Management
Contact Name	Trey George
Contact Email & Phone	jgeorge@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent for contract with Evergreen H2O to perform effectiveness study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Section S8.A.2k of the Eastern Washington Phase II Municipal Stormwater Permit requires permittees to <i>“Coordinate with other Permittees... to plan and begin an additional...effectiveness study.”</i> The City of Spokane (Lead Entity), City of Spokane Valley (Participant), and Spokane County (Participant) cooperatively developed a proposed study titled <i>Stormwater Treatment Evaluation for Non-Vegetated Bioretention Cells in Variable Season Conditions</i> to satisfy the permit requirement. In accordance with the permit, each jurisdiction independently submitted a brief description of the study, a detailed study design proposal, and a Quality Assurance Project Plan to Ecology in June 2021, September 2022, and July 2023, respectively.</p> <p>The proposed study is being separately performed from, but in alignment with, a grant funded TAPE Project in order to realize cost savings while maintaining compliance. The estimated total cost to perform the effectiveness study is \$101,035, where each jurisdiction will contribute approximately \$33,678 under and MOU agreement. The MOU for sharing the effectiveness study costs was provided consent by City Council on July 24th, 2023.</p> <p>An RFQu was published in May 2023, and Evergreen StormH2O was identified as the preferred consultant to perform the work for both the TAPE Project and the Effectiveness Study. The contract to perform an effectiveness between the City of Spokane and Evergreen StormH2O is ready to be initiated for the work to commence.</p>
Proposed Council Action	Provide consent for a contract to perform an effectiveness study with Evergreen StormH2O
Fiscal Impact Total \$101,035 (ultimately divided by 3) 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: Department stormwater budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	

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

Operations Impacts The study has no impacts to Operations; however, the outcome of the study may relieve some maintenance of select stormwater facilities.

What impacts would the proposal have on historically excluded communities?

None. The outcome of the study will be implemented citywide.

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

A separate project being performed in concert and in alignment with this study is required to do a cultural review in order to accept grant funding, which will address environmental equity and justice. Any findings from the cultural review will be directly pertinent to the effectiveness study.

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

A Quality Assurance Project Plan (QAPP) for the study was developed and submitted to Ecology for review and approval. The study is required to follow the details written into the QAPP in order to maintain compliance with the permit.

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 effectiveness study is a permit requirement of the Eastern Washington Phase II Municipal Stormwater permit which aligns with the City's compliance requirements. Additionally, the study is evaluating effectiveness of treatment for non-vegetated bioretention cells to determine the viability of swales that do not have vegetation to treat stormwater. Swales that don't require irrigation or regular green area maintenance align with the City's Water Conservation Plan and maintenance cost saving goals.



City of Spokane
CONSULTANT AGREEMENT
Title: NON-VEGETATED BIORETENTION
EFFECTIVENESS STUDY

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **NB ENGINEERING dba EVERGREEN STORMH20**, whose address is PO Box 18912, Spokane, Washington 99228 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to perform an Effectiveness Study to Determine Treatment Efficacies of Non-Vegetated Stormwater Bioretention Facilities; and

WHEREAS, the Consultant was selected from a Request for Quote (RFQu) 5906-23 issued by the City; and

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 August 1, 2023, and ends on July 1, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement is renewable upon mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal 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 ONE THOUSAND THIRTY-FIVE AND NO/100 DOLLARS (\$101,035.00) plus tax if applicable**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Wastewater Management Department, 909 East Sprague Avenue, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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 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.

**NB ENGINEERING dba
EVERGREEN STORMH20**

CITY OF SPOKANE

By Aimee S. Navickis-Brasch 7/28/23
Signature Date

By _____
Signature Date

Aimee Navickis-Brasch
Type or Print Name
President
Title

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal and scope of work

U2023-066b

EXHIBIT A

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

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

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Exhibit B

Project: Perform & Manage a Grant Funded TAPE Project & Permit Required Effectiveness Study to Determine Treatment Efficacies of Non-Vegetated Stormwater Bioretention Facilities

Client: City of Spokane

Consultant: Evergreen StormH2O

Contract No.: 23002

Project Background, Goals, and Overview

This project will conduct two studies at a single test site on the Gonzaga University campus over the same timeframe. This section provides the project goals along with an overview about each project, the selected bioretention soil medias (BSMs), and the scope tasks.

Project Goals

- **TAPE Study** - Determine if two different BSM without vegetation can meet the TAPE treatment performance goals.
- **Effectiveness Study** - Evaluate trends in the treatment and infiltration performance of the two BSMs due to seasonal climate variability (summer versus winter).

Selected Bioretention Soil Media (BSM)

The test site will be modified to install two different types of BSM in adjacent cells. One BSM will consist of an 18-inch layer of 60% sand and 40% compost (60:40 BSM). The other BSM will consist of the High Performance Bioretention Soil Media (HPBSM) which is composed of an 18-inch primary layer (70% sand, 20% coir, 10% biochar) and a 12-inch polishing layer (90% sand, 7.5% activated alumina, 2.5% iron aggregate). Both BSMs are approved for general use by Ecology to provide treatment with vegetation where basic (total suspended solids [TSS]), dissolved metals (Copper & Zinc), and oils treatment are required per the Washington Municipal Separate Storm Sewer Systems (MS4) Permits. The HPBSM is also approved to provide treatment with vegetation where phosphorus treatment is required, as long as the polishing layer is included.

TAPE Study

The **TAPE Study** is being conducted due to the challenges that vegetated bioretention Best Management Practices (BMPs) create for Washington locations with hot and dry summers. Bioretention cells require an irrigation system to keep the vegetation alive between storm events during summers, which adds to the overall life cycle cost of the BMP and consumes water with a higher beneficial use. Both BSMs have also been shown to meet the TAPE treatment performance criteria during development, when they were tested without vegetation in columns. The TAPE study will therefore focus on evaluating the non-vegetated BSM against the TAPE treatment performance goals for which they are approved as vegetated BMPs. The evaluation will be performed using data collected at the test site during field monitoring from



natural rainfall events following TAPE protocol. The data expected to be collected includes weather (precipitation depth and air temperature), flow rate, and water quality samples. Data will be collected during qualifying storm events over a minimum of two wet seasons. Water quality data from samples collected during fifteen qualifying storm events will be used to perform the evaluation against TAPE treatment performance goals. The TAPE study also includes developing a TAPE application, Quality Assurance Project Plan (QAPP), Technical Evaluation Report (TER), and study fact sheet.

This project also includes work needed to prepare for and modify the test site. This is expected to include designing the test site, development of construction plan sheets and specifications, and providing construction support while the site is being modified. The test site will be modified to accommodate the HPBSM depth which is anticipated to be 18-inches deeper compared to the depth of the existing cells. It is anticipated that the automated monitoring system already installed at the site will be used for this study to collect composite influent and effluent samples, precipitation, and flow data as required by TAPE.

Effectiveness Study

The **Effectiveness Study** is being conducted to fulfill EWA Phase II MS4 Permit Requirement for effectiveness studies (S8 Monitoring and Assessment). The study will evaluate the treatment performance of the non-vegetated BSM during seasonal variations (winter versus summer) in climate conditions. The focus was chosen because the impacts of seasonal conditions and respective maintenance practices, including application of deicer, on the treatment and infiltration performance of BSM, especially related to metals, are not well understood. The Effectiveness Study will leverage the information and data collected from the TAPE Study to answer study research questions. Specifically, treatment performance data will be compared between the two seasons to evaluate whether a statistically significant difference exists, or if any trends are present. Additionally, flow data will be used to estimate and compare infiltration rates during winter and summer to assess whether any trends exist between seasons. Additional weather-dependent data will be collected following completion of the TAPE study to supplement the leveraged data. The data will be collected during controlled field tests, during which synthetic stormwater will be applied to each cell. Six of the tests will include deicer in the synthetic stormwater. Treatment performance and infiltration data collected during the simulated storm events will be evaluated to determine if there is a statistically significant difference between storm events with and without deicer. The Effectiveness study also includes developing a final QAPP, TER, study fact sheet, and data upload to either the Ecology Environmental Information Management (EIM) or International BMP database.

Scope of Work Overview

The scope of work for this project has been organized by project followed by the tasks needed to meet each project's goals. The following provides an overview of this work:



Table 1. Scope of Work Overview

Task Number, Name, & Overview
TAPE Study Project
<p>Task 1.2.1 TAPE Project Grant Administration Ensure the grant is properly managed and fully document the project to meet Ecology’s grant administrative requirements.</p>
<p>Task 2.2.1 TAPE Project Management & Coordination Includes the Consultants communication and coordination of the project. This includes managing all the technical aspects of the project as well as attending and preparing for meetings with the Consultant team, the City, and stakeholders (Spokane County, City of Spokane Valley, and the Technical Advisory Group [TAG]). Time for coordination with Ecology and the Board of External Reviewers (BER) are also included.</p>
<p>Task 3.2.1 TAPE Study Preparation Prepare for the study including developing the TAPE Application, TAPE Quality Assurance Project Plan (QAPP), BSM selection and testing, and modifying the test site.</p>
<p>Task 4.2.1 TAPE Data Collection and Analysis This task focuses on conducting the study as defined in the Ecology-approved QAPP.</p>
<p>Task 5.2.1 TAPE Project Reporting Document the TAPE study findings into a final report, a fact sheet, and upload the results to the International BMP Database.</p>
Effectiveness Study Project
<p>Task 1.2.2 Unassigned</p>
<p>Task 2.2.2 Effectiveness Study Project Management & Coordination Includes the Consultants communication and coordination of the project. This includes the Consultant managing all the technical aspects of the project as well as attending and preparing for meetings with the consultant team, the City, stakeholders, and the TAG.</p>
<p>Task 3.2.2 Effectiveness Study Preparation Support the development of an Ecology-approved QAPP that meets the EWA MS4 Permit Requirement S8.2.d.</p>
<p>Task 4.2.2 Effectiveness Study Data Collection & Analysis Conduct the study as defined in the Ecology-approved QAPP</p>
<p>Task 5.2.2 Effectiveness Study Reporting Document the Effectiveness Study findings into a final report, a fact sheet, and upload the results to the International BMP Database.</p>



Project Assumptions

Assumptions specific to each task are included in the task's scope section. General assumptions that apply to the entire project are listed below.

- The Effectiveness Study and the TAPE Project scopes of work included in this proposal will be contracted individually under two separate contracts with the City.
- The City will review and comment on deliverables on a mutually agreed timeline.
- The budget assumes one round of consolidated comments from the Client, Stakeholders (City of Spokane Valley and Spokane County), Ecology, the technical advisory group (TAG), and board of external reviewers (BER) on draft deliverables which the Consultant Team will incorporate into the final documents.
- The Consultant Team will use the comment option in Excel, Word, or a PDF compatible program to respond to all Client comments on draft deliverables. Revisions to draft deliverables showing track changes and comment responses will be submitted as the official record of how the comments were addressed.
- Following review and comment on the draft deliverables, the drafts will be updated to the final version by addressing comments provided on the draft deliverables.
- All deliverables and comments on deliverables will be transferred between the Consultant and Client via email or shared website.
- The Consultant will provide a QC review of the draft deliverables before they are submitted for review and an editorial review of the final version of deliverables before they are submitted to the Client.
- The Consultant will perform the services described in this scope of work up to the fees shown in Table 2. If additional effort is needed to meet the project goals, that extra work will be mutually determined by the Client and Consultant and defined in an amendment.
- The budget includes travel time and mileage to travel to the test site as needed meet the project goals. This is expected to include during construction, collecting samples, maintaining the monitoring equipment, and meetings with the Client if the meetings occur in person. The mileage rate billed will be determined by the rate set by the Washington State Office of Financial Management.
- Unless otherwise noted, all meetings will occur via video conference.
- The project duration will be 48 months starting after the contract is executed. The project schedule shown in Figure 7 is a draft schedule and the project schedule will be finalized after the contract is executed.
- Invoices will be submitted electronically.
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- Meeting agendas will be emailed to the client before meetings, and meeting notes will be emailed to the Client after meetings on a mutually agreed upon schedule.
- Ecology review periods for the TAPE deliverables including the TAPE application, QAPP, construction package, and TER are assumed to be 30 calendar days. The



Consultant will respond to Ecology's comments within ten business days of receiving the comments.

- If the test site is modified prior to Ecology approving the QAPP; the test site would be constructed at-risk meaning Ecology could request revisions to the test site after construction is complete. If this should occur and result in additional work, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for additional work.
- Because the work for the effectiveness study is dependent upon the work described in the TAPE project being conducted and completed as described in the background and TAPE Project Scope of Work section of this document, changes to that work could impact the Consultant's ability to complete the work described for the Effectiveness study. If this should occur and result in additional work, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for additional work.



TAPE Project Tasks

Task 1.2.1 TAPE Project Grant Administration

The work for this task focuses on ensuring the grant is properly managed and fully documented to meet Ecology's grant administrative requirements. The work associated with this task is expected to include:

Consultant Services

- **Assist the Client with Grant Administration**
 - Assist the Client with grant administration as necessary to meet Ecology requirements which are expected to include: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; developing quarterly progress reports; preparing the project closeout report; preparing a two-page outcome summary report; and uploading submittals to EAGL.
 - Support the Client in carrying out this project in accordance with any completion dates outlined in the Ecology grant agreement.
- **Contracts and Permits**
 - Obtain and retain any contracts and permits established for this project, as well as applicable property use records such as easements or property rights documentation, as necessary.
- **Manage Project Documentation**
 - Manage project documentation that demonstrates the project is compliant with applicable procurement and contracting; permitting requirements; and submittal of required performance items in order to demonstrate compliance with relevant rules and regulations with respect to permits, licenses, easements, or property rights necessary for the project.
 - Make documentation available to Ecology upon request.
- **Communication with Ecology**
 - Support the Client in maintaining effective communication with Ecology and maintain up-to-date staff contact information in the EAGL Recipient contact form.

Client Responsibilities

- Provide the Consultant with access to Ecology's Administration of Grants and Loans (EAGL) system.



Assumptions

- For Ecology grant funded projects, only the City can bill time to Task 1.2.1. As such the fees for the Consultant work described in this task are up to \$9,000 and will be billed to Tasks 2.2.1 through 5.2.1.
- Fees included in Task 1.2.1 are only for the City to provide grant administration and provide support services for the other TAPE tasks.

Deliverables

- T1.1 Quarterly Reports
- T1.2 Recipient Closeout Report
- T1.3 Outcome Summary Report
- T1.4 Contract, Permit, & Property Documents

Task 2.2.1 TAPE Project Management & Coordination

This task includes the communication and coordination of the project. This includes the Consultant Project Manager (PM) managing all the technical aspects of the project as well as attending and preparing for meetings with the Client, Stakeholders, and Technical Advisory Group (TAG). In addition, coordination with Ecology throughout the project and the BER for items related to TAPE is also included. The work associated with this task is expected to include:

Consultant Services

- **Stakeholder Coordination**
 - Check-in Meetings - Prepare for, organize, and lead quarterly meetings with the Client and Stakeholders. The purpose of these meetings is for the Consultant to provide an update on the project/grant status and to solicit input/comments from the Client and Stakeholders on the project work planned and completed to date. For each meeting, an agenda and meeting notes will be developed.
 - Kick-off Meeting - The first check-in meeting will serve as a kick-off meeting. The purpose of this meeting is for the Client, Stakeholders, and Consultant team to meet, review the scope of work and discuss the project goal and vision for the project results, identify which Client and Stakeholder staff should be involved in the project, identify potential TAG members, confirm the project schedule including deliverable deadlines and review periods, schedule future meetings, and establish communication protocol.
 - Technical Advisory Group (TAG) - The Consultant will convene a TAG, which will be composed of Ecology and additional permittees. Twice per year, the stakeholder check-in meetings will be expanded to include the TAG members to update interested parties on the project status and collect feedback on project findings and deliverables.
- **Ecology and BER Coordination**
 - Coordinate with Ecology and the BER on their review of the TAPE required documents including the TAPE application, the QAPP, and the TER. This is



expected to include coordination prior to, during, and after the review period; submitting the TAPE required documents to Ecology and the BER; organizing, preparing for, and attending meetings to discuss deliverables and review comments; and responding to Ecology and BER comments including synthesizing their comments into a table for each of the final technical documents and providing a summary of the Consultant team's comment resolution.

- Meetings will be scheduled with the Client and Stakeholders and the BER to provide an overview of the technical documents (TAPE application, QAPP, and TER) prior to their review and to discuss the BER's comments following their review.
 - Meeting agendas and notes from Ecology/BER meetings will be developed that summarize the key topics and the status of action items.
 - Up to 64 hours were budgeted for this work.
- **Consultant Project Management & Coordination**
 - Project Management - Coordinate with and manage the consultant team to successfully complete the project tasks. This will include coordinating all technical aspects of the project in accordance with the Ecology-approved QAPP, managing retention of data records required by the QAPP and TAPE, managing the project schedule, and tracking the project budget. This work also includes set up and close-out of the Consultant contract as well as preparing amendments to this contract if needed.
 - Shared Site - An online shared site (e.g., OneDrive) will be developed and managed by the Consultant that provides the Client, stakeholders, Ecology, and the BER with access to all project documents. The site will be used to house/distribute all review and working copies of deliverables.
 - Progress Reports & Invoices - Develop progress reports and invoices monthly to request payment from the Client for work completed. Monthly progress reports will be formatted the same as quarterly progress reports (Task 1.2.1) and quarterly the Consultant will combine their notes with any work completed by the Client to develop the draft grant quarterly reports.
 - **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$4,000.

Client Responsibilities

- Provide input on the scope, priority of Tasks, Schedule, and Budget.
- Process payment of invoices within 30 calendar days of invoice.
- Review and process contract change requests and amendments, if needed.
- Attend check-in & Ecology/BER meetings.



Assumptions

- The budget assumes seventeen (17) check-in meetings with the City and Stakeholders. TAG members will be invited to eight (8) meetings. For each meeting, 5.5 hours (88 hours total) were budgeted for the Consultant team to prepare for, attend, and complete follow-up work.
- TAPE fees are waived for Permittees as such no application or review fees were included in the Consultant fees.
- All meetings will be held via webinar.
- Budget assumes 36 progress reports and invoices will be developed.
- Ecology is responsible for convening the BER.

Deliverables

- T2.1a Check-in Meeting Agendas & Minutes (Word or PDF version)
- T2.1b List of TAG Members (PDF version)
- T2.1c TAG Meeting Agendas & Minutes (Word or PDF version)
- T2.2 Ecology & BER Meeting Agendas & Minutes (Word or PDF version); Responses to Ecology & BER Comments on the TAPE Application, QAPP, and TER (Excel or PDF, table format)
- T2.3 Monthly Progress Reports & Invoices (PDF version)

Task 3.2.1 TAPE Study Preparation

The purpose of this task is to prepare for the study which includes developing the experimental design and modifying the test site. This is expected to include the following work:

Consultant Services

- **TAPE Application**
 - Develop the TAPE application for entering the BMPs (non-vegetated bioretention cells with 60:40 BSM and HPBSM) into the evaluation program following the requirements defined in the 2018 TAPE Guidance and TAPE Process Overview Documents.
- **TAPE Quality Assurance Project Plan (QAPP)**
 - Develop a QAPP following the Eastern Washington Effectiveness Study Structural BMP QAPP Template. The document defines the details of the experimental design. This will include sizing the bioretention facilities following the Ecology Stormwater Management Manual for Eastern Washington (SWMMEW) design guidance.
- **Construction Package**
 - Develop a construction package, including construction drawings and specifications for modifying the test-site. This is expected to include removing/replacing the BSM from the previous Spokane County effectiveness study with the HPBSM and 60:40 BSM, lowering the cell depth to accommodate



sample collection from the deeper HPBSM, replacing the effluent collection manhole with a deeper manhole, and replacing the impermeable liner and underdrain piping. The depth of the cells is also being lowered based on lessons learned from the Spokane County Bioretention Media Thickness Effectiveness Study regarding backwater issues during high intensity rainfall events which contaminated samples. The final composition of the cells will include the 60:40 BSM in one cell and the HPBSM in the other cell.

- The construction package will include the final plans, specifications, engineer's opinion of cost (including a schedule of eligible costs, and project construction schedule. The submittal will be PDF searchable.
- The final construction package will be included in the appendix of the QAPP.

- **BSM Selection & Testing**

- Material Suppliers - Locate and contact material suppliers in EWA to identify which suppliers can provide BSM materials for this study and future EWA projects. This will include developing an inventory of suppliers, their contact information, and a summary of available media and costs. Recommendations will also be made for which supplier(s) to use for this project.
- Collect BSM samples from each cell and submit them to an Ecology-certified lab for testing the physiochemical properties defined in Tables 3 and 4.
- Verify BSM Properties - To verify the BSM installed at the test site is consistent with the BSM specification properties, results from the testing will be compared to the specification defined in SWMMEW for the 60:40 BSM and the Guidance on Using New High Performance Bioretention Soil Mixes for the HPBSM. If the properties are not consistent with these documents, a meeting will be scheduled with Ecology and the Client to decide how to proceed.

- **Modify Test Site**

- Inadvertent Discovery Plan (IDP) - Complete an IDP using the current template provided by Ecology.
- Construction Quality Assurance Plan (CQAP) - Develop a CQAP before the start of construction. The CQAP will describe how the Consultant team will perform construction oversight and include a Stormwater Pollution Prevention Plan (SWPPP), construction staging and sequencing, and identify disposal locations for the existing BSM. The CQAP will be developed following the guidance located in the Design Deliverables Document available on the Ecology website and WAC Chapter 173-240-075. The Consultant team will also oversee implementation of the CQAP.
- Pre-Construction Meeting - Organize, prepare for, and lead one pre-construction conference meeting before construction begins to review the CQAP and construction package. The crew selected to construct the test site will be invited as well as the Client, Stakeholders, Ecology, and Gonzaga University Plant Maintenance.



- Provide Construction Oversight – This is expected to include being on site during construction to confirm the test site is constructed following the plans and specifications. Field notes will be developed using the inspectors’ daily report (IDR) form developed as part of the CQAP. This will include taking photos of the test site prior to, during, and after construction which will be submitted with the IDRs after construction and included in the TER to describe the test site setup.
 - Monitoring Equipment – The Consultant will install the monitoring equipment after the test site has been constructed.
 - Construction Schedule – develop and manage the construction schedule prior to the start of the construction and whenever changes occur.
 - Change Orders – Develop eligible change orders (if needed) for items that deviate from the Ecology accepted plans and specifications.
 - Identify Materials and Equipment – Select construction materials and equipment necessary to construct the test site. This information will be provided to the City and the City is responsible for purchasing these items. The Consultant is responsible for identifying, purchasing, and/or providing maintenance (during construction) for the monitoring equipment. This is expected to include the items listed in Table 5.
 - Record Drawings – Following construction completion, the Consultant team will prepare record drawings of the as-constructed test site and bioretention cells which will be included in the TER.
- **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$3,200.

Client Responsibilities

- The Client is responsible for constructing the test site following the construction plans and specifications as well as purchasing the materials and equipment needed to construct the test site. As such, fees for these items are not included in the Consultants cost estimate in Table 2.

Assumptions

- The TAPE Application and QAPP will be developed following the 2018 TAPE Guidance Manual requirements.
- The fees for this task include time for the Consultant to update draft deliverables based on comment provided by the Client, Stakeholders, TAG, Ecology, and the BER.
- An IDP will be sufficient for the Cultural Resources work required for the modifications to this project site. If additional Cultural Resources work is identified to be necessary, the consultant will work with the Client to develop an amendment.
- The Construction Plans will be prepared using AutoCAD Civil3D 2023 software or newer and will be limited to two (2) 11 x 17 plan sheets.
- Project construction specifications will be provided in WSDOT Standard format and will be current with the version published prior to the deliverable submittal.
- The budget assumes construction will be complete within five working days.



- Record drawings will be prepared following construction and will be limited to one (1) round of consolidated revision comments from the Client and/or Ecology.
- The Consultant is responsible for coordinating the construction schedule and site access with Gonzaga University. Construction activities cannot begin until authorization from Plant Services representatives has been granted.

Deliverables

- T3.1 Draft and Final TAPE Application (Word or PDF)
- T3.2 Draft and Final QAPP (Word or PDF)
- T3.3 Draft and Final BSM Supplier List & Recommendations (Excel or PDF)
- T3.4 Draft and Final Construction Plans & Specifications (PDF)
- T3.5 Preconstruction Meeting Agenda & Minutes, CQAP, photos, and record drawings (Word or PDF)

Task 4.2.1 TAPE Data Collection and Analysis

This task focuses on conducting the study as defined in the Ecology-approved QAPP, which is expected to include data collection, analysis, and management. This is expected to include the following work.

Consultant Services

- **Data Collection**

- Collect field data as defined in the QAPP from up to 15 (fifteen) qualifying rainfall events over two (2) wet seasons. The primary work associated with this task before rainfall events occur includes daily monitoring of the weather forecast (identify when qualifying rainfall events will occur), prepare the test site for sample collection, purchase and install ice in the samplers; clean/replace three main sampler collection bottles, and complete the pre-storm maintenance check list. The primary work associated with this task following the rainfall event includes collecting three water quality samples from three locations for each rainfall event (one influent and two effluent), duplicates for 10% of the samples, and rinsate blanks; and downloading precipitation depth and flow rate data from the data logger.
- Process Samples – Collect samples as defined in the QAPP. This is expected to include collecting sample bottles from the lab prior to rainfall events and transferring samples to these bottles after rainfall events, filling out the chain of custody form, and delivering the samples to the lab for analysis. Table 6 identifies the parameters, standard testing methods, and number of samples. The Consultant will submit results from lab testing to Ecology quarterly.
- Test Site Maintenance
 - Provide equipment maintenance and calibration per the QAPP. This will include purchasing and replacing items as well as manufacturer



maintenance (if needed) throughout the project. The fees and anticipated items are items identified in Table 5.

- Maintain the test site as defined in the QAPP. This is expected to include inspecting the equipment for wear, damage, and/or tampering; verifying the sump pump operation; creating visit reports and the equipment worksheets; cleaning the manhole and pipes; removing trash from the site and arranging for the catch basins to be cleaned.
- **Data Analysis and Management** - Manage and analyze the data as outlined in the QAPP for 15 rainfall events in which the Consultant collects samples. This is expected to include:
 - Database - Input storm and water quality data into the project database (Excel file or equivalent) including noting any data that has been flagged by the laboratory. Scan and save completed field data forms as well as results provided by the lab and maintain electronic files for the data collected. Manage the database as defined in the QAPP.
 - Storm Reports - Develop individual storm reports for each storm event monitored according to Ecology TAPE requirements.
 - Qualifying Event Assessment - Evaluate the data collected from the data logger and the water quality results from the lab to assess whether a qualifying event occurred.
 - Data Analysis - Analyze the data using the methods defined in the QAPP for each cell, including data normality, hypothesis testing, pollutant removal efficiency, and confidence interval testing using the bootstrapping method.
 - Infiltration Assessment - Assess the infiltration performance of the bioretention cells by analyzing the influent and effluent flow and precipitation data for each cell. Statistical analyses will then be performed on this data, testing for significant differences in flow attenuation and residence time in BSM.
 - Summarize Data - Summarize the analyzed data into tables and graphs as defined in the QAPP, including developing quarterly summaries for stakeholders to review during their meetings. The Consultant will also submit copies of these reports to Ecology quarterly.
- **Third Party Audit**
 - Conduct two (2) third-party audits to confirm the Consultant team is following the procedures defined in the QAPP, including developing two audit report forms (included in the QAPP) that summarize the audit findings.
- **Gonzaga Coordination**
 - The Consultant will coordinate with Gonzaga University senior civil engineering design teams to support the project over two (2) academic years. The students role may include assisting with data collection and management, site maintenance, equipment maintenance and calibration, analyzing and summarizing data, and assisting with development of the TER.



- \$16,000 has been included in the Table 2 fees which the Consultant will pay to Gonzaga University for sponsoring a senior design team.
- The Consultant is responsible for verifying the students' work. This is expected to include verifying all forms are complete and filled out correctly and that the data input into the database is consistent with the original data.
- **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$800.

Client Responsibilities

- The Client and/or Stakeholders are responsible for cleaning the catch basins at the test site using a vactor truck up to four times per year as identified by the Consultant.

Assumptions

- Maintenance and inspection checklists completed as part of this task will be submitted with the TER.
- Fees to advise the senior design teams are included in the sponsorship fees.
- Due to Ecology's requirements for stormwater monitoring (defined in the TAPE requirements), samples may be collected and analyzed that do not meet Ecology requirements. These conditions include but are not limited to:
 - The rainfall event does not meet the criteria for a qualifying event.
 - The target pollutants do not meet the minimum influent concentrations.
 - Insufficient precipitation depth to test for all the pollutants listed in Table 6.
 - Errors reported by the laboratory during analysis.
- The scope of work covers the consultant's services for the activities described to collect samples from up to 15 rainfall events. If this work does not result in samples from 15 events that meet qualifying conditions as defined by the 2018 TAPE Manual, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for collecting and lab analysis of additional samples.
- The fees to conduct analysis of water quality and BSM samples listed in Tables 3, 4, and 6 are based on the fees provided by the laboratory at the time the grant application was written. If the fees have increased beyond the project budget, the Consultant will negotiate an amendment to this contract with the City for the additional fees.

Deliverables

- T4.1 Lab Sample Reports (PDF)
- T4.2 Draft and Final Tables & Graphs of Analyzed Data (PDF)
- T4.3 Two (2) Third-Party Audit Reports (PDF)



Task 5.2.1 TAPE Project Reporting

This task focuses on documenting the findings of the TAPE study into a final report and a fact sheet as well as uploading the results to the Ecology EIM or the International BMP Database. The Consultant team's work is expected to include:

Consultant Services

- **Technical Evaluation Report (TER)**
 - Develop a TER following the TAPE guidelines. The TER will summarize the study results and recommendations for future actions based on the findings of the study following the reporting requirements defined in the QAPP.
 - Develop recommendations for design and maintenance of a non-vegetated bioretention cell in the TER that can be used by Permittees in the future to design, construct, and maintain the non-vegetated bioretention BMPs.
- **Fact Sheet**
 - Develop a fact sheet (2-4 pages) that summarizes the findings of the study in language that is accessible to a broad audience. The fact sheet will be formatted to also meet the requirements for the T1.3 Outcome Summary Report.
- **Upload Data to EIM or International BMP Database (BMPDB)**
 - Upload the data collected and analyzed from the project to the Ecology EIM or the BMPDB (based on Ecology's preference). This will include organizing and compiling the data into the BMPDB required format, providing information about the BMP monitored, monitoring events, and results of the monitoring events.
- **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$1,800.

Deliverables

- T5.1 Draft and Final TER (Word or PDF)
- T5.2 Draft and Final Fact Sheet (Word, Microsoft Publisher, or PDF)
- T5.3 Data submitted to EIM or BMPDB (Excel or PDF)

Effectiveness Study Tasks

Task 1.2.2 Unassigned

Per the RFQu, no work will be assigned to this task. The task has been included so that the remaining task names and focus align with the TAPE Project.

Task 2.2.2 Effectiveness Study Project Management & Coordination

This task includes the communication and coordination of the project. This includes the Consultant PM managing all the technical aspects of the project as well as preparing for and



facilitating meetings with the consultant team, the Client, Stakeholders, the TAG, and Ecology. The work associated with this task is expected to include:

Consultant Services

- **Stakeholder Coordination**

- Check-in Meetings - Check-in meetings with the Client, stakeholders, and the Consultant team will be held to discuss the project status. Because the stakeholders and meeting focus are the same as from Task 2.2.1 for the TAPE Project, one meeting will be held each quarter to discuss both projects.
- Kick-off Meeting - The first check-in meeting will serve as a kick-off meeting which will be combined with the TAPE project kick-off meeting. The purpose and agenda for this meeting is the same as described in Task 2.2.1 except the focus will be expanded to include the Effectiveness Study. In addition, the project kickoff meeting (Task 2.3 for both projects), the Consultant will coordinate with the City and stakeholders to define a mutually agreeable review and comment response period that is ahead of the MS4 Permit S8 Monitoring and Assessment deadlines.

- **Ecology Coordination**

- Coordinate with Ecology on the effectiveness study to support that the work completed meets the MS4 Permit requirements defined in S8 Monitoring and Assessment. This is expected to include correspondence and meetings with Ecology to review draft permit required deliverables, schedule review periods, and discuss Ecology's comments and the Consultants responses to comments on deliverables. The Consultant will also synthesize Ecology comments on the draft QAPP into a table format and provide a summary of the Consultant team's comment resolution.
- Meeting agendas and notes from Ecology meetings will be developed that summarize the key topics and the status of action items.
- We have budgeted up to 16 hours for this work.

- **Consultant Project Management & Coordination**

- Project Management - Coordinate with and manage the Consultant team to successfully complete the project tasks. This will include coordinating technical aspects of the project in accordance with the QAPP, managing retention of data records required by the QAPP, managing the project schedule, and tracking the project budget.
- Shared Site - The same online shared site (e.g., OneDrive), that was set up for the TAPE Project will be used to share the Effectiveness Study documents, except project files will be stored in separate folders to keep the project documentation separate.
- Progress Reports & Invoices - Develop progress reports and invoices to request payment from the Client for work completed on the grant. Progress reports will



be combined to develop quarterly summary reports for discussion at the check-in meetings.

Client Responsibilities

- Provide input on the scope, priority of Tasks, Schedule, and Budget.
- Process payment of invoices within 30 calendar days of invoice.
- Review and process contract change requests and amendments, if needed.
- Attend check-in & Ecology meetings.

Assumptions

- The budget assumes twenty hours for check-in meetings with the City and Stakeholders. This includes time for the Consultant team to prepare for, attend, and complete follow-up work.
- The meeting agenda & notes developed for meeting that include topics for both the TAPE and Effectiveness Study projects will clearly denote the topics and key discussion points for each project separately.
- Budget assumes twelve (12) invoices and status reports over the project duration.

Deliverables

- E2.1 Meeting Agendas & Minutes (Word or PDF version)
- E2.2 Table of Ecology Comments and Consultant Responses (Excel or PDF format)
- E2.3 Monthly Progress Reports & Invoices; Project Schedule Updates (PDF version)

Task 3.2.2 Effectiveness Study Preparation

This task focuses on developing a QAPP that meets the EWA MS4 Permit Requirement defined in S8.2.d. The Effectiveness Study builds on the work that will be completed as part of the TAPE Project and expands to include how seasonal variability will be evaluated, what TAPE data will be used, and to describe the controlled experiment aspects of the study.

Consultant Services

- **Effectiveness Quality Assurance Project Plan Amendment**

The City submitted a draft QAPP to meet the July 31, 2023 MS4 Permit deadline; as such the work described in this section focuses on the work remaining to develop an Ecology-approved QAPP which is expected to include:

- Align the content of the draft QAPP with the content from the QAPP developed for the TAPE project (Task 3.2.1).
- Respond to Ecology's comments on the draft QAPP that the City submitted.
- Submit a copy of the revised QAPP to the City and Stakeholders for review and comment and respond to their comments.
- Submit a copy of the revised QAPP to Ecology for review and comment and respond to Ecology's comments on the Consultant revised QAPP.
- We have budgeted up to 92 hours for this work.



Client Responsibilities

- Develop a draft QAPP and submit it to Ecology by the July 31, 2023, MS4 Permit deadline. This will include completing the QAPP portions of the Detailed Study Design Proposal that was submitted to Ecology on September 30, 2022.

Assumptions

- The effectiveness study project work the Consultant outlined in the detailed study design proposal that the City and Stakeholders submitted to Ecology on September 30, 2022 was not modified. If work has been modified, the Consultant will meet with the City to assess if the modifications will result in additional work beyond what is described in the scope of work for the Effectiveness Study. If there is additional work, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for that additional work.
- The budget assumes one round of consolidated comments from the Client, Stakeholders), and Ecology on the revised QAPP which the Consultant Team will incorporate into the final documents.

Deliverables

- E3.1 Revised Draft and Final QAPP; Responses to City and Ecology comments (Word and PDF version)

Task 4.2.2 Effectiveness Study Data Collection & Analysis

This task focuses on conducting the study as defined in the Ecology-approved QAPP, which is expected to include the work defined in the following subtasks.

Consultant Services

- **Leverage TAPE Project Data**

Data collected for the TAPE Project will be used to meet part of the effectiveness study project goals. This data includes weather (precipitation depth and air temperature), runoff flow rate, infiltration rate, and water quality data. The work is expected to include:

- Seasonal Data Criteria - Develop a criteria that defines the characteristics of cold (winter) and hot (summer) weather conditions. The criteria will be submitted with the revised QAPP.
- Data Management - Data collected from the TAPE study will be categorized as winter or summer precipitation events using the criteria developed. Then the data will be organized into tables by category so the data is ready for analysis as defined in the subsequent subtask.

- **Data Collection**

After the TAPE Project is complete, The consultant will conduct 12 (twelve) simulated rainfall events at the test site that was constructed as part of the TAPE Project. Storm events will be simulated using synthetic stormwater and pumping the water to the two non-vegetated bioretention cells present at the site. Synthetic stormwater will be



created using water from a fire hydrant at the site and chemical standards for TSS, dissolved copper, dissolved zinc, and phosphorus. The work is expected to include:

- Preparation – Setup the test site for conducting the simulated rainfall events including ordering equipment and building the rainfall distribution system. This will also include time to coordinate with Gonzaga University for when this work will be conducted as well as maintaining and calibrating the monitoring equipment per the final QAPP.
- Data Collection – Conduct twelve (12) simulated storm events. Six (6) of the synthetic stormwater batches will contain deicer to understand the impacts of deicing chemicals on treatment performance. Influent and effluent samples will be collected, processed, and transported to an Ecology-certified lab to analyze the samples.
- Data Management – Input storm and water quality data into the project database (Excel file or equivalent) including noting any data that has been flagged by the laboratory. Scan and save completed field data forms as well as results provided by the lab and maintain electronic files for the data collected. Manage the database as defined in the QAPP.

- **Data Management and Analysis**

Analyze the data as defined in the QAPP which is expected to include:

- TAPE Data – A statistical analysis will be performed to determine whether a statistically significant difference exists between the treatment performance and infiltration data collected during winter and summer climate conditions. In addition, a trend analysis will be performed on the same data to assess if there are seasonal trends in the treatment or infiltration performance.
- Effectiveness Study Data – Data analysis will be conducted on the water quality data including normality and hypothesis testing, pollutant removal efficiency, and confidence interval testing using the bootstrapping method. The infiltration performance of the BSM will also be assessed by analyzing the influent and effluent flow and precipitation data for each cell. Statistical analyses will then be performed on the infiltration and water quality data to evaluate the significance of the differences in data collected during simulated storm events with deicer to data collected during events not using deicer to determine whether statistically significant differences occur in treatment performance and/or infiltration rates.
- Data Presentation – Results from the analysis will be summarized into tables and graphs as defined in the QAPP, including developing quarterly summaries for stakeholders to review during their meetings.

- **Third Party Audit**

- Conduct two (2) third-party audits to confirm the Consultant team is following the procedures defined in the QAPP, including developing two audit report forms (included in the QAPP) that summarize the audit findings.



Client Responsibilities

- The Client and/or Stakeholders are responsible for cleaning the catch basins at the test site using a vactor truck up to four times per year as identified by the Consultant.

Assumptions

- The budget assumes up to \$5,000 for analyzing water quality samples from twelve events as well as supplies needed to conduct simulated rainfall events.
- The development of the seasonal weather criteria will be billed to this task with the final version submitted in the revised version of the QAPP.

Deliverables

- E4.1 Categorized Data (Excel and PDF)
- E4.2 Lab Sample Reports (PDF)
- E4.3 Draft Tables & Graphs of Analyzed Data (Excel, Word, or PDF)
- E4.4 Two (2) Third-Party Audit Reports (PDF)

Task 5.2.2 Effectiveness Study Reporting

This task focuses on documenting the findings of the Effectiveness Study into a final report and developing a fact sheet that provides a brief overview of the study findings as well as uploading the results to the Ecology EIM or the International BMP Database. The Evergreen team's work is expected to include:

Consultant Services

- **Technical Evaluation Report (TER)**
 - Develop a TER following to meet EWA MS4 Permit S8.B.1.b requirements including following the format defined in the Ecology-approved QAPP. The TER will summarize the study results and recommendations for future actions based on the findings of the study.
 - Develop recommendations for design and maintenance of a non-vegetated bioretention cell in the TER that can be used by Permittees in the future to design, construct, and maintain the non-vegetated bioretention BMPs.
- **Fact Sheet**
 - Develop a fact sheet (2-4 pages) that summarizes the findings of the study in language that is accessible to a broad audience. The fact sheet will be developed to meet the EWA MS4 Permit S8.B.1.c requirements. The fact sheet will also describe how work and data from the TAPE project were used to inform the Effectiveness Study.
- **Upload Data to EIM or International BMP Database (BMPDB)**
 - Upload the data collected and analyzed from the Effectiveness Study project to the Ecology EIM or the BMPDB (based on Ecology's preference) to meet the EWA MS4 Permit S8.B.1.a requirements. This will include organizing and compiling the



data into the BMPDB required format, providing information about the BMP monitored, monitoring events, and results of the monitoring events.

- **Annual Summaries**

- Develop a summary regarding the implementation of the Effectiveness Study for the Client and Stakeholders' 2023, 2024, 2025, and 2026 Annual Reports. The summaries will be developed to meet the EWA MS4 Permit requirements for Annual Reports S4.G.1.d regarding the results of any monitoring, assessment, or evaluation: water quality and BSM sample collection, analytical results, data analysis, and deliverable progress. The summaries will also be developed to meet the EWA MS4 Permit requirement S8.B.2, which requires that every Permittee track assigned duties and record participation in Effectiveness Study meetings, proposal development, project reviews, and study implementation, and include the summary in the Permittee's Annual Report.

Assumptions

- To the extent possible, portions of the TAPE TER and Fact Sheet will be used and/or modified to reduce the overall time and cost of developing these documents for the Effectiveness Study.

Deliverables

- E5.1 Draft and Final TER
- E5.2 Draft and Final Fact Sheet
- E5.3 Data submitted to EIM or BMPDB
- E5.4 Draft and Final Annual Report Summaries for 2023, 2024, & 2025



Fee Summary & Project Schedule

The fees are based on the scope of services defined in this document and associated assumptions. The professional services are based on a time and materials basis not to exceed \$476,979. All expenses will be billed at cost plus a 5% markup. Any modifications to the scope or requests for additional services will be agreed upon prior to proceeding. A fee breakdown is provided in Table 2.

Table 2. Fee Summary

Task Number & Name	Fees
TAPE Study Project	
Task 1.2.1 TAPE Project Grant Administration	\$0
Task 2.2.1 TAPE Project Management & Coordination	\$60,278
Task 3.2.1 TAPE Study Preparation	\$102,394
Task 4.2.1 TAPE Data Collection and Analysis	\$171,588
Task 5.2.1 TAPE Project Reporting	\$41,685
TAPE Project Total	\$375,945
Effectiveness Study Project	
Task 1.2.2 Unassigned	\$0
Task 2.2.2 Effectiveness Study Project Management & Coordination	\$15,516
Task 3.2.2 Effectiveness Study Preparation	\$14,496
Task 4.2.2 Effectiveness Study Data Collection & Analysis	\$41,353
Task 5.2.2 Effectiveness Study Reporting	\$29,670
Effectiveness Study Project Total	\$101,035
Total	\$476,979



Table 3. High Performance Bioretention Soil Media (HPBSM) Testing

Layer	Component	Parameter	Method	Cost per Sample	# of Samples	Total Cost
High Performance Bioretention Soil Media	Coconut Coir Fiber	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper	\$95.00	3	\$285.00	
		Electrical Conductivity	TMECC Method 04.10-A	\$20.00	3	\$60.00
	Filter Sand	Particle Size Distribution for sieve sizes: 3/8", No 4., 8, 16, 30, 50, 100, 200	ASTM D422	\$96.00	3	\$288.00
		Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper				
	High Carbon Wood Ash (Biochar)	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper				
		Organic Carbon (C _{org})	EPA 440.0 (total C & H) & ASTM D4373 (Inorganic C)	\$23.00	3	\$69.00
		H:C _{org}				
		Volatile Matter	ASTM D1762	\$40.00	3	\$120.00
		Ash				
Arsenic		EPA Method 6020	\$110.00	3	\$330.00	
Cadmium, Lead, Mercury, Copper, Molybdenum, Nickel, Selenium, Zinc						
PAH						EPA 8270
Dioxins/Furans		EPA Method 8290				
Cation Exchange Capacity	EPA Method 9081	\$13.00	3	\$39.00		
#6 & #100	ASTM D422	\$24.00	3	\$72.00		



Layer	Component	Parameter	Method	Cost per Sample	# of Samples	Total Cost
Polishing Layer	Filter Sand	Particle Size Distribution for sieve sizes: 3/8", No 4., 8, 16, 30, 50, 100, 200	ASTM D422	\$96.00	3	\$288.00
		Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
	Copper		\$95.00	3	\$285.00	
	Activated Alumina	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper				
		Alumina (Al ₂ O ₃) content	Manufacturer Analysis			
		Bulk Density				
		Surface Area				
	#14 & #28 US Standard Sieve	ASTM D422	\$24.00	3	\$72.00	
	Iron Aggregate	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper		\$95.00	3	\$285.00
		Iron Content by Weight	Producer Analysis			
Particle Size Distribution for sieve sizes: No 4., 8, 16, 30, 50, 100, 200		ASTM D422 or Producer Analysis	\$84.00	3	\$252	
HPBSM Testing Total						\$6,786.00
Total BSM Testing¹						\$7,230.00
Total BSM Testing w/ Tax						\$8,000.00

1. Includes fees from Table 4.



Table 4. 60:40 Bioretention Soil Media (60:40 BSM) Testing

Parameter	Method	Cost per Sample	Number of Samples	Total Cost
Cation Exchange Capacity	EPA 9081/S-10.10	\$13.00	3	\$39.00
Total Elements (Zn, Cu)	EPA 6020	\$26.00	3	\$78.00
Particle Size Distribution for the following sieve sizes: 3/8", No. 4, No. 10, No. 40, No. 100, No. 200	ASTM D422	\$96.00	3	\$288.00
Organic Matter Content	ASTM D2974 or TMECC 5.07A	\$13.00	3	\$39.00
60:40 BSM Total Testing				\$444.00

Table 5. Monitoring Equipment Maintenance Costs

Item	Quantity	Unit	Unit Price	Total Cost
Maintenance of Automated Samplers	1	Per Item	\$4,874	\$4,874
Sample Tubing	100	ft	\$4.70	\$470
Thelmar Weir	6	Per Item	\$262.50	\$1,575
Maintenance of Pressure Transducer	1	Per Item	\$1,413	\$1,413
Replace Sump Pumps	4	Per Item	\$100	\$400
Total				\$8,332
Total with Tax				\$9,165
20% Contingency				\$11,000



Table 6. Water Quality Testing Costs

Parameter	Method	Influent # Samples	Effluent 60:40 BSM # Samples	Effluent HPBSM # Samples	Total Number of samples ¹	Cost per Sample	Total Cost
Total Suspended Solids (TSS)	SM 2540 D	15	15	15	60	\$20	\$1,200
Particle Size Distribution (PSD)	Modified SSC method (based on ASTM D3977-97)	3	3	3	12	\$50	\$600
pH	EPA Method 150.1	15	15	15	60	\$15	\$900
Total Phosphorous (TP)	SM 4500-P F	15	3	15	47	\$40	\$1,880
Orthophosphate (OP)	SM 4500-P F	15	3	15	47	\$25	\$1,175
TKN	EPA 351.2 or SM 4500 Norg D	3	3	3	12	\$40	\$480
Nitrate-Nitrite	SM 4500-NO ₃ I	3	3	3	12	\$30	\$360
Hardness as CaCO ₃	SM 2340 B (ICP)	15	15	15	60	\$48	\$2,880
Total Copper (Cu)	EPA 200.8(ICP/MS) or SM 3125 (ICP/MS)	15	15	15	60	\$35	\$2,100
Dissolved Copper (Cu)		15	15	15	60	\$48	\$2,880
Total Zinc (Zn)		15	15	15	60	\$13	\$780
Dissolved Zinc (Zn)		15	15	15	60	\$35	\$2,100
NWTPH-Dx	NWTPH-Dx	15	15	15	60	\$95	\$5,700
Fecal Coliform	SM 9222 D (Enumeration, MF)	3	3	3	12	\$30	\$360
E-Coli	SM 9223B	3	3	3	12	\$40	\$480
Total							\$23,875
Total with Tax							\$26,000

1. Fees are included for testing the required and screening parameters per the TAPE Guidance Manual plus duplicates and rinsate blanks.



Table 7. Proposed Project Schedule^{1,2,3}

Task Name	2023						2024				2025					
	J	A	S	O	N	D	Q1	Q2	Q3	Q4	Q1	Q2	Q3	O	N	D
Task 1.0 TAPE Project Grant Administration																
1.1 Quarterly Reports	T1.1			T1.1			T1.1	T1.1	T1.1	T1.1	T1.1	T1.1	T1.1	T1.1		
1.2 Recipient Closeout Report																
1.3 Outcome Summary Report																
1.4 Contract, Permit, and Property Documents	T1.4															
Task 2.0 Consultant Project Management & Coordination																
Task 2.2.1 TAPE Project Management & Coordination																
2.1 Stakeholder Coordination	T2.1a	T2.1b		T2.1c			T2.1a	T2.1c	T2.1a	T2.1c	T2.1a	T2.1c	T2.1a	T2.1c		
2.2 Ecology & BER Coordination	T2.2			T2.2												
2.3 Consultant Project Management & Coordination	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3
2.4 TAPE Administration																
Task 2.2.2 Effectiveness Study Management & Coordination																
E2.1 Stakeholder Coordination	E2.1			E2.1			E2.1		E2.1		E2.1		E2.1			
E2.2 Coordination of QAPP & TER Reviews	E2.2	E2.2														
E2.3 Consultant Project Management & Coordination	E2.3	E2.3	E2.3	E2.3	E2.3	E2.3										
Task 3.0 Study Preparation																
Task 3.2.1 TAPE Project Preparation																
3.1 TAPE Application		T3.1d	T3.1f													
3.2 Quality Assurance Project Plan (QAPP)		T3.2d		T3.2f												
3.3 BSM Selection & Testing	T3.3d	T3.3f														
3.4 Construction Plans to Modify Test Site ¹		T3.5d		T3.5f												
3.5 Modify Test-Site			T3.5	T3.5	T3.5											
Task 3.2.2 Effectiveness Study Preparation																
E3.1 Quality Assurance Project Plan (QAPP)	E3.1d				E3.1f ²	Note 4										
Task 4.0 Data Collection & Analysis																
Task 4.2.1 TAPE Project Data Collection & Analysis																
4.1 Operation of Monitoring System, Data Collection																
4.2 Data Analysis & Management																
4.3 Third Party Audit								T4.3				T4.3				
Task 4.2.2 Effectiveness Study Data Collection & Analysis																
E4.1 Leverage TAPE Project Data																
E4.2 Data Collection																
E4.3 Data Analysis																
Task 5.0 Reporting																
Task 5.2.1 TAPE Project Reporting																
5.1 TER																
5.2 Fact Sheet																
5.3 Upload Data to EIM/BMP Database																
Task 5.2.2 Effectiveness Study Reporting																
E5.1 TER																
E5.2 Fact Sheet																
E5.3 Upload Data to EIM/BMPDB																
E5.4 Annual Summaries							E5.4				E5.4					



Table 7. Proposed Project Schedule^{1,2} Continued

Task Name ^{1,2,3}	2026												2027					
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Task 1.0 TAPE Project Grant Administration																		
1.1 Quarterly Reports	T1.1			T1.1			T1.1			T1.1			T1.1	T1.1				
1.2 Recipient Closeout Report														T1.2				
1.3 Outcome Summary Report														T1.3				
1.4 Contract, Permit, and Property Documents																		
Task 2.0 Consultant Project Management & Coordination																		
Task 2.2.1 TAPE Project Management & Coordination																		
2.1 Stakeholder Coordination	T2.1a			T2.1c			T2.1a			T2.1c			T2.1a	T2.1c				
2.2 Ecology & BER Coordination												T2.2	T2.2					
2.3 Consultant Project Management & Coordination	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3				
Task 2.2.2 Effectiveness Study Management & Coordination																		
E2.1 Stakeholder Coordination			E2.1						E2.1								E2.1	
E2.2 Coordination of QAPP and TER Reviews															E2.2		E2.2	E2.2
E2.3 Consultant Progress Reports									E2.3	E2.3		E2.3	E2.3			E2.3		E2.3
Task 3.0 Study Preparation																		
Task 3.2.1 TAPE Project Preparation																		
3.1 TAPE Application																		
3.2 Quality Assurance Project Plan (QAPP)																		
3.3 BSM Selection & Testing																		
3.4a Construction Plans to Modify Test Site																		
3.4b Modify Test-Site																		
Task 3.2.2 Effectiveness Study Preparation																		
E3.1 Quality Assurance Project Plan (QAPP)																		
Task 4.0 Data Collection & Analysis																		
Task 4.2.1 TAPE Project Data Collection & Analysis																		
4.1 Operation of Monitoring System, Data Collection												T4.1						
4.2 Data Analysis & Management												T4.2						
4.3 Third Party Audit				T4.3														
Task 4.2.2 Effectiveness Study Data Collection & Analysis																		
E4.1 Leverage TAPE Project Data												E4.1						
E4.2 Data Collection															E4.2			
E4.3 Data Analysis															E4.3			
Task 5.0 Reporting																		
Task 5.2.1 TAPE Project Reporting																		
5.1 TER											T5.1d		T5.1f					
5.2 Fact Sheet												T5.2d	T5.2f					
5.3 Upload Data to EIM/BMP Database													T5.3					
Task 5.2.2 Effectiveness Study Reporting																		
E5.1 TER																E5.1d		E5.1f
E5.2 Fact Sheet																E5.2d		E5.2f
E5.3 Upload Data to EIM/BMPDB																		E5.3
E5.4 Annual Summaries	E5.4												E5.4					

Table 1. Proposed Project Schedule Notes & Cell Color Coding

	TAPE Project	TX.X	TAPE Project Deliverables		Effectiveness Study	EX.X	Effectiveness Study Deliverables		EWA Phase II MS4 Permit Deadline
--	--------------	------	---------------------------	--	---------------------	------	----------------------------------	--	----------------------------------

1. Draft deliverables are denoted with a "d" following the deliverable number and final deliverables are denoted with a "f" following the deliverable number.
2. Task 1 applies only to the TAPE study. Note that for Ecology grant-funded projects, only jurisdictions can bill time to Task 1; as such consultant fees to support Task 1 work will be included in Task 2 for the TAPE Project.
3. The abbreviation E before Tasks and Deliverables represents the "Effectiveness Study" work. The Effectiveness Study will occur at the same test site as the TAPE study.
4. The MS4 Permit deadline for starting to collect samples is December 31, 2023.





Agenda Sheet for City Council Meeting of:
09/11/2023

Date Rec'd	8/30/2023
Clerk's File #	OPR 2023-0882
Renews #	

Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	JENN 6055	Project #	
Contact E-Mail	JCERECEDES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1680 - COMMERCE EMERGENCY HOUSING FUND		

Agenda Wording
Accept funds from Washington State Department of Commerce Emergency Housing Fund for the purpose of subgranting to Young Women's Christian Association, Catholic Charities, Volunteers of America, Family Promise, Transitions - Women's Hearth, (cont.)

Summary (Background)
CHHS has been awarded \$3,934,639.00 through the Department of Commerce Emergency Housing Fund to be disbursed to qualifying projects.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$ 3,934,639	# XXXXXXXXXXXXXXXXXXXXXXXX
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	CERECEDES, JENNIFER	Study Session\Other	PIES 8/28
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	jcerecedes@spokanecity.org	
For the Mayor	JONES, GARRETT	chhsgrants@spokanecity.org	
Additional Approvals		chhsaccounting@spokanecity.org	
Purchasing		kclifton@spokanecity.org	
ACCOUNTING -	MURRAY, MICHELLE		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Neighborhood Action Partners, the Salvation Army, Truth Ministries. The SBO for the actual subgranting will follow at a later date but a draft is attached for reference.

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#

Distribution List

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS																																																																																																
Contact Name	Jenn Cerecedes																																																																																																
Contact Email & Phone	509-625-6055																																																																																																
Council Sponsor(s)	Stratton																																																																																																
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5																																																																																																
Agenda Item Name	Emergency Housing Fund																																																																																																
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>CHHS requests permission to accept \$3,934,639.00 through the Department of Commerce Emergency Housing Fund. We are requesting these funds to be disbursed to the following organizations.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: right;"> <thead> <tr style="background-color: #e1f5fe;"> <th style="width: 40%;"></th> <th style="width: 15%;">Admin (15%)</th> <th style="width: 15%;">Rent</th> <th style="width: 15%;">Facility Support</th> <th style="width: 15%;">Operations</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr style="background-color: #e1f5fe;"> <td colspan="6"><i>Grantee Name</i></td> </tr> <tr> <td>City of Spokane</td> <td>\$ 78,700.00</td> <td></td> <td></td> <td>\$ 98,450.00</td> <td>\$ 177,150.00</td> </tr> <tr style="background-color: #e1f5fe;"> <td colspan="6"><i>Subgrantee Name(s)</i></td> </tr> <tr> <td>YWCA</td> <td>\$ 58,000.00</td> <td></td> <td>\$ 134,000.00</td> <td>\$ 291,393.00</td> <td>\$ 483,393.00</td> </tr> <tr> <td>Catholic Charities</td> <td>\$ 27,295.20</td> <td>\$ -</td> <td>\$ 79,948.14</td> <td>\$ 180,218.80</td> <td>\$ 287,462.14</td> </tr> <tr> <td>Volunteers of America</td> <td>\$ 80,018.00</td> <td></td> <td>\$ 121,263.00</td> <td>\$ 518,912.00</td> <td>\$ 720,193.00</td> </tr> <tr> <td>Family Promise</td> <td>\$ 66,827.00</td> <td></td> <td>\$ 25,562.00</td> <td>\$ 579,945.00</td> <td>\$ 672,334.00</td> </tr> <tr> <td>Womens Hearth</td> <td>\$ 52,000.00</td> <td></td> <td>\$ 49,200.00</td> <td>\$ 418,800.00</td> <td>\$ 520,000.00</td> </tr> <tr> <td>Spokane Neighborhood Action Part</td> <td>\$ 5,500.00</td> <td></td> <td>\$ 46,500.00</td> <td></td> <td>\$ 52,000.00</td> </tr> <tr> <td>The Salvation Army</td> <td>\$ 82,210.68</td> <td>\$ 10,587.24</td> <td>\$ 186,800.00</td> <td>\$ 422,508.94</td> <td>\$ 702,106.86</td> </tr> <tr> <td>Truth Ministries</td> <td>\$ 20,000.00</td> <td></td> <td>\$ 110,000.00</td> <td>\$ 190,000.00</td> <td>\$ 320,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td>Total</td> <td>\$ 470,550.88</td> <td>\$ 10,587.24</td> <td>\$ 753,273.14</td> <td>\$ 2,700,227.74</td> <td>\$ 3,934,639.00</td> </tr> </tbody> </table>		Admin (15%)	Rent	Facility Support	Operations	Total	<i>Grantee Name</i>						City of Spokane	\$ 78,700.00			\$ 98,450.00	\$ 177,150.00	<i>Subgrantee Name(s)</i>						YWCA	\$ 58,000.00		\$ 134,000.00	\$ 291,393.00	\$ 483,393.00	Catholic Charities	\$ 27,295.20	\$ -	\$ 79,948.14	\$ 180,218.80	\$ 287,462.14	Volunteers of America	\$ 80,018.00		\$ 121,263.00	\$ 518,912.00	\$ 720,193.00	Family Promise	\$ 66,827.00		\$ 25,562.00	\$ 579,945.00	\$ 672,334.00	Womens Hearth	\$ 52,000.00		\$ 49,200.00	\$ 418,800.00	\$ 520,000.00	Spokane Neighborhood Action Part	\$ 5,500.00		\$ 46,500.00		\$ 52,000.00	The Salvation Army	\$ 82,210.68	\$ 10,587.24	\$ 186,800.00	\$ 422,508.94	\$ 702,106.86	Truth Ministries	\$ 20,000.00		\$ 110,000.00	\$ 190,000.00	\$ 320,000.00						\$ -						\$ -						\$ -	Total	\$ 470,550.88	\$ 10,587.24	\$ 753,273.14	\$ 2,700,227.74	\$ 3,934,639.00
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Proposed Council Action	Please allow us to accept and disburse these funds																																																																																																
Fiscal Impact	<p>Total Cost: <u>\$3,934,639</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Department of Commerce Emergency Housing Fund Request</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 (If N/A, please give a brief description as to why)																																																																																																	
What impacts would the proposal have on historically excluded communities?	Serves homeless populations																																																																																																

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

CMIS

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

CMIS

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 the 5 year strategy to end homelessness



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: 8/25/2023

Type of expenditure: Goods Services

Department: CHHS

Approving Supervisor: Jenn Cerecedes

Amount of Proposed Expenditure: \$3,934,639

Funding Source: Emergency Housing Fund Grant- Department of Commerce

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

We received these funds through the Washington State Department of Commerce. They must be spent between 7/1/23 and 6/30/24 or we lose these funds.

What are the impacts if expenses are deferred?

If we defer we would lose over 400 shelter beds effective January 1, 2024.



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.

What alternatives were considered?

None- If we do not spend these dollars they go away.

Description of the goods or service and any additional information?

Allowable uses follow the Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines, but are restricted to "emergency housing" activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management. Household eligibility requirements also follow the CHG/SDG guidelines.

Admin (15%) Rent Facility Support Operations Total
 Grantee Name
 City of Spokane \$177,150.00
 Subgrantee Name(s)
 YWCA \$483,393.00
 Catholic Charities \$287,462.14
 Volunteers of America \$720,193.00
 Family Promise \$672,334.00
 Womens Hearth \$520,000.00
 Spokane Neighborhood Action Partners \$52,000.00
 The Salvation Army \$702,106.86
 Truth Ministries \$320,000.00

Person Submitting Form/Contact: Jenn Cerecedes

CITY ADMINISTRATOR APPROVAL:

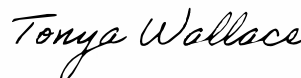
YES NO

FINANCE/PURCHASING APPROVAL:

YES NO

Signature: 
Garrett Jones (Aug 31, 2023 10:16 PDT)

Email: gjones@spokanecity.org








Expenditure Control Form for EMERGENCY HOUSING FUND 3

Final Audit Report

2023-08-31

Created:	2023-08-30
By:	Tonya Wallace (twallace@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW07LEPwi7YvA3m7hssuqqKzbdhT4ZXPu

"Expenditure Control Form for EMERGENCY HOUSING FUND 3" History

-  Document created by Tonya Wallace (twallace@spokanecity.org)
2023-08-30 - 11:29:29 PM GMT- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-08-30 - 11:30:01 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-08-31 - 4:42:53 AM GMT- IP address: 146.75.136.1
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-08-31 - 5:16:25 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2023-08-31 - 5:16:25 PM GMT



Federal Interagency Agreement with

City of Spokane

through

The Homelessness Assistance Unit

Contract Number:

24-4619D-123

For

Emergency Housing Fund

Dated: Saturday, July 1, 2023



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Face Sheet

Contract Number: 24-4619D-123

**Housing Division
Homelessness Assistance Unit
Emergency Housing Fund**

Subrecipient
 Contractor

1. Grantee City of Spokane Community, Housing, and Human Services Department 808 W. Spokane Falls Blvd. Spokane, WA		2. Grantee Doing Business As (as applicable)		
3. Grantee Representative Jennifer Cerecedes Director of CHHS 509-625-6055 jcerecedes@spokanecity.org		4. COMMERCE Representative Henry Bennett Grant Coordinator 360-725-5053 henry.bennett@commerce.wa.gov		
5. Contract Amount \$3,934,639.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date 7/1/2023	8. End Date 6/30/2024
9. Federal Funds (as applicable) \$3,934,639.00	Federal Agency: U.S. Department of Treasury		ALN 21.027	Indirect Rate N/A
10. Tax ID # 91-6001280	11. SWV # SW0003387-03	12. UBI # 328-013-877	13. UEI # PDNCLY8MYJN3	
14. Contract Purpose The Emergency Housing Fund grant will be used to maintain current levels of homeless subsidies and emergency housing services.				
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.				
FOR CONTRACTOR _____ Jennifer Cerecedes, Director of CHHS _____ Signature _____ Date		FOR COMMERCE <div style="text-align: right;"> </div> _____ Corina Grigoros, Assistant Director, Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 05/14/2021
Federal Award Identification Number (FAIN): SLFRF0002
Total amount of the federal award: \$55,500,000
Awarding official: U.S. Department of Treasury

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

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

“This project was supported by a grant awarded by 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 Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce.”

3. CONTRACT 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 Contract.

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

5. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Contract performed by subcontractors and the portion of Contract 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.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of 10% of modified total



direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

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 Contractor.

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

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

Disallowed Costs

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

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

8. 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:

- A.** 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.
- B.** 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](#).

9. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

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.
 - 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.
- 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.
- 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. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.



11. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. **SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its Web site at www.trafficsafety.org.

13. **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUNE 2020)**

(a) *Definitions.* As used in this clause- "Driving"-

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.



(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

- (i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of subcontract award.

14. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, 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 Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, 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.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E.** "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F.** "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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G.** "State" shall mean the state of Washington.
- H.** "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J.** "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract 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.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor 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 Contractor 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.

12. RECORDS MAINTENANCE

The Contractor 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 Contractor 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.

13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. 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.

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor 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 Contractor 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 Contractor 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 Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor 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 Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and in which COMMERCE has or may acquire an interest.

20. **TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor 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 Contractor. Title to other property, the cost of which is reimbursable to the Contractor 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Allowable Activities and Expenses

Grantee will utilize the Emergency Housing Fund grant to maintain current levels of homeless subsidies and emergency housing services.

Allowable activities and expenses follow the Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines. Allowable activities are restricted to "emergency housing" activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

Household eligibility requirements also follow the CHG/SDG guidelines.

Invoicing

Grantees must provide adequate back up documentation to support costs on each reimbursement request, to include:

1. General ledger from financial accounting system with transaction and expenditure dates on allowable activities within period of performance, and Dept. of Commerce voucher detail form.
2. If lead grantee has sub recipients, also submit their general ledgers with transaction and expenditure dates on allowable activities within period of performance.
3. For rental assistance and flexible fund payments, backup documentation should include a client name to tie the transaction to the payee or recipient.

In addition, at the time of contracting, grantee must submit a copy of letter of approved indirect rate or cost allocation plan for all federally funded programs, if billing for the recovery of indirect costs.



Attachment B: Budget

July 1, 2023 – June 30, 2024

Budget Category	
Admin	\$470,550.88
Operations	\$2,700,227.74
Rent	\$10,587.24
Facility Support	\$753,273.14
Total	\$3,934,639.00

Certificate Of Completion

Envelope Id: E9077354545642448AFDD05B2EC0EC70

Status: Sent

Subject: Complete with DocuSign: Spokane City EHF Contract.docx

Division:

Community Services and Housing

Program: Emergency Housing Fund

ContractNumber: 24-4619D-106

DocumentType: Contract

Source Envelope:

Document Pages: 16

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 1

Henry Bennett

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

henry.bennett@commerce.wa.gov

IP Address: 198.239.106.143

Record Tracking

Status: Original

Holder: Henry Bennett

Location: DocuSign

8/1/2023 2:14:45 PM

henry.bennett@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events**Signature****Timestamp**

Kathy Kinard



Sent: 8/1/2023 2:18:41 PM

Kathy.Kinard@commerce.wa.gov

Viewed: 8/2/2023 6:33:51 AM

Security Level: Email, Account Authentication
(None)

Signed: 8/2/2023 6:34:49 AM

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.149.198

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jennifer Cerecedes

Sent: 8/2/2023 6:34:51 AM

jcerecedes@spokanecity.org

Viewed: 8/2/2023 3:36:48 PM

Jennifer Cerecedes

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/18/2022 7:16:02 AM

ID: 0a570a45-d9b0-4ae2-b03b-155a9c730e2a

Corina Grigoras

corina.grigoras@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Kathryn Dodge kathryn.dodge@commerce.wa.gov Security Level: Email, Account Authentication (None)	VIEWED	Sent: 8/1/2023 2:17:14 PM Viewed: 8/1/2023 2:18:40 PM
	Using IP Address: 198.239.106.155	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2023 2:17:14 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.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Human Services Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$3,934,639.
- A) Of the increased revenue, \$3,934,639 is provided by the Washington State Department of Commerce's (DOC) Emergency Housing Fund grant.
- 2) Increase appropriation by \$3,934,639.
- A) Of the increased appropriation, \$3,757,489 is provided solely for contractual services to be provided by the City's selected sub-grantees to deliver emergency housing services and homeless subsidies to the community.
- B) Of the increased appropriation, \$177,150 is provided solely for the City of Spokane's administrative costs related to the management and disbursement of funding to sub-grantees of the Emergency Housing Fund grant.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to maintain the City of Spokane's current levels of emergency housing services and homeless subsidies as part of the Emergency Housing Fund grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

09/11/2023

<u>Date Rec'd</u>	8/30/2023
<u>Clerk's File #</u>	OPR 2023-0883
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2023113
<u>Bid #</u>	
<u>Requisition #</u>	MASTER

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 6700
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 – TRAFFIC SIGNAL CONTROLS ON-CALL SERVICES CONTRACT NON-FEDERAL 2023-2

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Horrocks Engineers (Spokane, WA) for Traffic Control Planning and Design On-Call Services for 2023-2024 - (Non-Federal) for an amount not to exceed \$200,000.00.

Summary (Background)

This Consultant Agreement for Traffic Control Planning and Design On-Call Services (Non-Federal aid) is for a period of one year with an additional one year option to extend. Task Assignments shall be prepared under this agreement and scoped for individual project needs. Funding shall be from the individual projects. (Various Neighborhood Councils)

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 200,000.00

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON, MARGARET
<u>For the Mayor</u>	JONES, GARRETT

Council Notifications

<u>Study Session\Other</u>	PIES 07/24/23
<u>Council Sponsor</u>	Kinnear
<u>Distribution List</u>	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>	dbuller@spokanecity.org
<u>Purchasing</u>	ddaniels@spokanecity.org
	jradams@spokanecity.org
	Signee: Kurt Wald kurt@horrocks.com
	Glenn.blackwelder@horrocks.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Traffic Control, Signing & Striping On-Call Consultant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Most public works projects designed and bid by Engineering Services require traffic control and permanent signing and striping (TC/PSS) design. As the volume of public works projects has increased, the number of staff preparing TC/PSS designs has remained constant. As a result, PC/PSS design can delay the project schedule.</p> <p>To clear this roadblock, Engineering Services seeks to retain an on-call consultant specializing in this type of work to be used on an as-needed basis. Once the selection process is complete, a contract will be forward to Council for review and approval.</p> <p>Costs for this consultant would be reimbursed by public works project for which the consultant is used.</p>
Proposed Council Action	Information only; this is background information for future request for council approval of consultant contract.
<p>Fiscal Impact Total Cost: <u>\$200,000</u> Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>	

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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



City of Spokane
CONSULTANT AGREEMENT
**Title: TRAFFIC CONTROL ON-CALL
PLANNING & DESIGN**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HORROCKS ENGINEERS, INC.**, whose address is 2162 West Grove Pkwy., Ste. 100, Pleasant Grove, UT 84062 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide On-Call Traffic Control Planning and Design associated with the City of Spokane’s Water, Sewer and Street Projects, and

WHEREAS, the Consultant was selected from a Request for Qualifications 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 September 18, 2023, and ends on September 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed one (1) additional one year contract period.

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 Consultant’s Proposal dated July 28, 2023, 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. Exhibit C provides the billing rates for this project.

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 On-Call services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Engineering Services Department, 801 W. Spokane Falls Blvd, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required. Airfare is not expected to be necessary for this contract. If the Consultant believes it is necessary, prior approval shall be obtained.
- 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. Meals are not expected to be necessary for this contract.
- 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.). Lodging is not expected to be necessary for this contract. If the Consultant believes it is necessary, prior approval shall be obtained.

- 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). Rental car is not expected to be necessary for this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status,

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

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The 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.

HORROCKS ENGINEERS, 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:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s Proposal dated July 28, 2023
- Exhibit C - Fee Schedule

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)

EXHIBIT B - Consultant's Proposal dated July 28, 2023

July 28, 2023

Attn: Dan Buller
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

LETTER OF SUBMITTAL: TRAFFIC CONTROL PLANNING AND DESIGN

Dear Mr. Buller:

Horrocks respectfully submits our statement of qualifications to provide traffic control planning and design services to the City of Spokane (the City). Our Spokane office recently added staff to increase our local presence and traffic design services. We offer an experienced team of engineers and designers equipped with the latest skills, tools, and knowledge and who are available and committed to serving the City. We are excited for the opportunity to demonstrate to the City Horrocks' approach to delivering exceptional, high-quality services and solutions on projects that may be awarded through this contract.

Our Project Manager, Glenn Blackwelder, PE, PTOE, has a broad knowledge of traffic design, traffic operations, and traffic safety, and understands the day-to-day operations of local and state agencies. He is knowledgeable in the most recent traffic engineering research, and his approach to traffic issues focuses on the solutions that best serve the needs of road users and operators.

FIRM INFORMATION

- Horrocks (Principal Place of Business):** 2162 W. Grove Parkway, Suite 100, Pleasant Grove, UT 84062
Kurt Wald | kurtw@horrocks.com | 208.895.2574
- Legal Status of the Firm:** Corporation
- Horrocks (Local Facility):** 714 N. Iron Bridge Way, Suite 201, Spokane, WA 99202
Glenn Blackwelder, PE, PTOE | glenn.blackwelder@horrocks.com | 509.241.8768
- Current or Former City Employees:** N/A
- Horrocks will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
- Horrocks certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension".
Horrocks will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and Horrocks agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. Horrocks also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements".

Please feel free to contact Glenn should there be any questions regarding the information we have provided in this statement of qualifications.

Sincerely,



Glenn Blackwelder, PE, PTOE
Project Manager



Kurt Wald
Principal

1. FIRM QUALIFICATIONS AND EXPERIENCE

FIRM QUALIFICATIONS

Horrocks has provided high-quality engineering services for 55 years. We are a moderately sized firm with 900 employees in 22 offices. Our multidisciplinary staff includes engineers and design professionals who specialize in all aspects of transportation engineering. Our staff are familiar with traffic designs as stand-alone projects and as part of a larger transportation network. This range of experience allows our staff to successfully manage project structures and integrate the needs of the client and community.



Horrocks has extensive traffic design experience that includes work zone traffic control and phasing, roadway signing and striping, traffic signals and lighting, pedestrian hybrid beacons (PHBs), and intelligent transportation system (ITS) designs. Below is a detailed description of our qualifications.

Construction Phase Traffic Control Plan Design

Horrocks has developed limitations of operations and designed construction phase traffic control for projects on all types of roadways, from freeways and arterials to local roads. We understand the challenges in maintaining traffic on arterial streets during construction, such as signal timing, and the complexities of maintaining driveway access and full turning movements at intersections. Horrocks' team has a keen understanding of how public perception can affect the results of temporary traffic control. We will work with City communications staff to ensure the public messaging and traffic control are consistent. Horrocks has extensive experience providing traffic control services to local and state agencies and will produce traffic control plans that are easily and effectively implemented.

Permanent Signing and Striping Design

Our team designs signing and striping for all road types and sizes, including green field projects, redesigns, and roadway rebuilds. Horrocks is experienced in arterial signing, providing solutions to complex sign guidance challenges for non-typical configurations. Our experience designing innovative intersection signage and patterns has strengthened our understanding of signing for all types of intersections.

Traffic Signal Design

Horrocks has experience on hundreds of projects involving the design of new, modified, and reconstructed traffic signals. These signals have been installed on local roads, collectors, high-speed arterials, and freeway interchanges (ICs). Our traffic signal design projects range from single, standalone signals, to

extended corridors with multiple signals. We have experience with many types of signal detection systems, including in-pavement loops, radar, and video detection. Our team is familiar with the different types of hardware used for traffic signals, including the signal cabinet and the equipment inside. We have developed and programmed new timing plans for over 300 intersections throughout the western United States.

PHB Design

We have designed enhanced pedestrian crossings like PHBs, rapid flashing rectangular beacons (RFRBs), and school zone crossings and signing. Our designs comply with the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) and local signing standards, which results in signing and striping designs that are easily understood by drivers and provide a safe and efficient user experience.

Street Lighting Design

We have designed lighting for various road types using AGI32 Lighting Analysis software. Our designs focus on the importance of lighting for proper road function and pedestrian safety and address challenges such as light pollution. Along with designing lighting levels, we will verify that there are no conflicts with other utilities and ensure proper maintenance access. Compliance with best practices and standards as determined by the City will ensure lighting systems function consistently and are maintained cohesively throughout the City.

Unique Experience to Benefit the City

Horrocks brings a wealth of experience in developing solutions to traffic challenges faced by cities across the western United States. We have a local presence and a broad base of traffic control planning and design experience to draw on, and will find solutions to address the needs of stakeholders, whether that be innovative designs or traditional methods. Horrocks' staff includes experienced, skilled engineers and designers, many of whom have worked for the public sector and understand the needs of the public agencies and municipalities with similar needs to the City.

Our Project Manager, Glenn Blackwelder, PE, PTOE, recently relocated back to eastern Washington after 16 years working for the Utah Department of Transportation (UDOT) and is excited to help the City provide the best possible user experience to drivers and pedestrians. He will use innovative and economical ideas when designing projects to decrease construction costs, maximize project funding, and minimize traffic impacts to the traveling public.

Communication

Meeting with team members and key stakeholders regularly to coordinate project direction is effective in solving project challenges, resolving conflicts, and addressing specific needs and details as they develop. To facilitate communication with the City, Glenn will organize and conduct regular project coordination meetings with the City's Project Manager and team. At these meetings, our team will review the schedule, discuss any design issues, and coordinate work activities. Our experience has shown that enhanced communication will lead to an improved design and final product.

Quality Control and Quality Assurance (QC/QA)

Horrocks relies on a consistent and comprehensive QC/QA process to provide high-quality designs to our clients. For this contract, Horrocks has identified Ben Burke, PE, PTOE, as QC/QA Lead. Ben has more than 20 years of traffic engineering experience, including more than five years working for the Washington State Department of Transportation (WSDOT). He will ensure quality deliverables for each project.

FIRM EXPERIENCE

Project Experience Key



Construction Phase Traffic Control Plan



Permanent Signing and Striping



Traffic Signal



PHBs



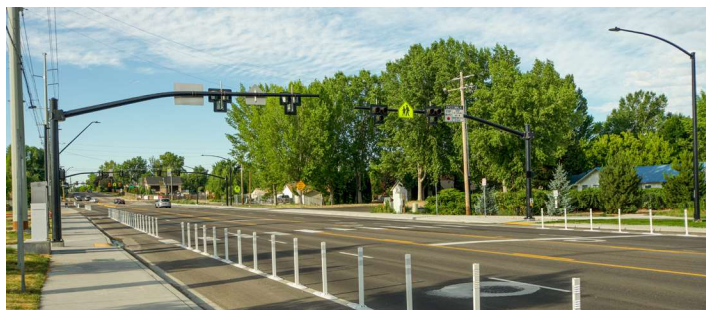
Street Lighting

Horrocks has provided services similar in scope on the following projects:

ADA COUNTY HIGHWAY DISTRICT (ACHD) | MAPLE GROVE RD.; VICTORY RD. TO OVERLAND RD., ADA CO., ID

Relevant services provided:     

Horrocks completed the *traffic design*, conceptual intersection design, environmental evaluation, survey, transportation planning, roadway design, irrigation, drainage, and right-of-way (ROW) services. This project involved the preparation of applicable permits and design plans for widening Maple Grove Rd. within this one-mile-long segment from a two-lane rural roadway to a five-lane urban arterial. *Our team prepared plans for traffic signals, lighting, construction traffic control, signing and pavement markings, PHBs, and ITS.* We prepared signal



design modifications for the existing PHB, the Maple Grove Rd./Overland Rd. intersection, and the Maple Grove Rd. and Victory Rd. intersection, as well as a design for a new PHB. *We also designed the PHBs for the intersection of Maple Grove Rd. and Targee St., as well as for the pedestrian crossing at Molenaar Park and Maple Grove Elementary.* The PHBs were designed with a focus on bicycle and pedestrian movements to and from Molenaar Park and Maple Grove Elementary School, which helped make crossings more visible to vehicles.

CITY OF MCCALL | DEINHARD LN. AND SH-55, MCCALL, ID

Relevant services provided:   

This project included the reconstruction of a half-mile of Deinhard Ln. from SH-55, east to Samson Trail. *Horrocks provided the design of intersection, signal, traffic, roadway, pathway, and stormwater improvements.* The project also included the improvement of the east side of the SH-55 and Deinhard Ln. intersection in cooperation with the Idaho Transportation Department (ITD). Horrocks prepared the final plans and specifications for construction which included *signing and striping, construction staging, traffic control, and signal plan sheets.*

CITY OF AMMON | SUNNYSIDE RD./AMMON RD. INTERSECTION IMPROVEMENTS, AMMON, ID

Relevant services provided:    

Horrocks provided design and construction engineering services to improve the safety and mobility at the intersection of Sunnyside Rd. and Ammon Rd. *The project included traffic control plan, signing and striping, traffic signal, and street lighting design.* We are designing improvements to the Americans with Disabilities Act (ADA) ramps, roadway lane usage, curb, gutter, and sidewalks. One particular challenge on this project was to design around both underground and overhead utilities. To ensure the new signal poles and mast arms did not conflict with the existing overhead power and cable television lines, Horrocks completed a 3D scan of the overhead lines and embedded the data into the design model. Designers used this data along with the 3D model of the signal to ensure required clearances between the signal poles and the overhead lines were achieved. This project has made a significant improvement to the safety and mobility of this intersection.



ITD | US-95, SAGLE RD. TO LONG BRIDGE, SAGLE, ID

Relevant services provided:    

US-95, from Sagle Rd. to the Long Bridge south of Sandpoint needed roadway and traffic improvements to reduce conflicts and delays due to high traffic volumes and to improve safety along the corridor. This project included improvements at two different locations along US-95 near Sagle, ID. Horrocks led the project, which included *traffic control, signing and striping, illumination, traffic signal design, and various roadway improvement components*. Our team provided preliminary and final design, and developed plans and specifications for construction. Horrocks developed the design and realignment of the US-95 and Sagle Rd. intersection. *The intersection enhancements included design of the new traffic signal and realigned intersection, including new permanent signage and striping and adequate intersection lighting*. The traffic control design included detour plans, providing an alternate route for local traffic during the reconstruction of the intersection.

ITD | SH-55, PEAR LN. TO MIDDLETON RD., CANYON CO., ID

Relevant services provided:   

ITD is modernizing the transportation system for approximately 10 miles of SH-55 between Pear Ln. and Middleton Rd. The project will widen the highway from two lanes to four lanes and includes conventional signalized intersections.

During preliminary design, we determined lane requirements, storage and taper lengths, and pedestrian ramp and crosswalk locations for each intersection, and prepared the necessary signing and pavement marking plans. *Traffic signal plans included signal head, controller, and pole location, as well as wiring/phasing diagrams, conduit layouts, illumination, and service pedestal locations*. All signals included emergency services preemption sensors and radar detection systems. Our design for bicycle/pedestrian accommodations complied with best practices for accessibility as required by the ADA.

Final design for this project includes *signing and striping design, construction phasing, and traffic control plans* for the roadway reconstruction. Horrocks designed the signing and striping to meet MUTCD and local preferences. To maintain traffic during construction, our team identified four phases and several sub phases and provided traffic control plans for each. Each set of traffic control plans were designed for constructability and compliance with work zone traffic control requirements.



ITD | I-90, SH-41 TO US-95 EAST AND WEST, KOOTENAI CO., ID

Relevant services provided:    

This project is widening I-90 from SH-41 to US-95 and will include the replacement of multiple bridge structures, ramp modifications, geometric updates, and local road improvements. Horrocks is designing *ITS, illumination, construction staging, and traffic control*, as well as providing the environmental reevaluation, preparation of the Interstate Access Change Request (IACR), and public involvement. Horrocks staff are developing ITS plans that will include a fiber optic interconnect that will be installed for the length of I-90 and spare interconnect conduit that will be installed on all intersecting roadways. The interconnect will include connections to the existing and new Automated Traffic Recorder (ATR) sites, three camera locations, and four overhead Dynamic Message Signs (DMS). The maintenance of traffic (MOT) and *traffic control designs were developed to accommodate traffic and work areas between multiple phases of construction*, while maintaining two lanes of traffic in each direction at 65 mph.

ITD | SH-44, EAGLE RD. INTERSECTION IMPROVEMENTS, EAGLE, ID

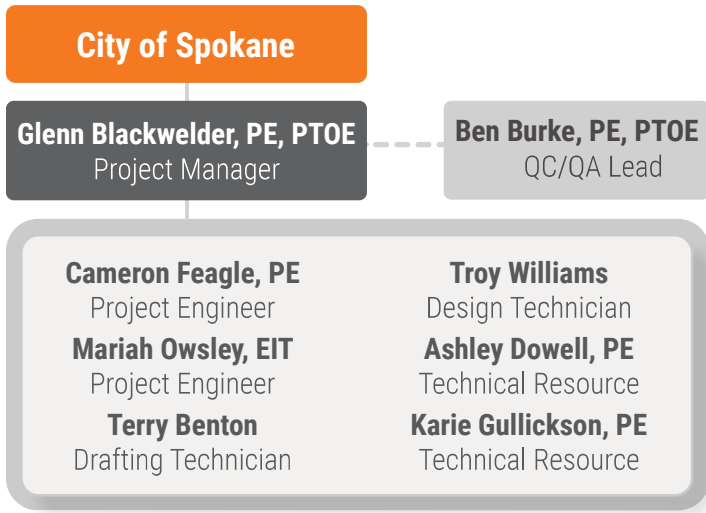
Relevant services provided:     

This project originally intended to reconfigure the east and west legs of SH-44 with displaced left turns, also known as a continuous flow intersection (CFI). The Horrocks team completed the roadway design, including pavement widening, curb and gutter, sidewalk, pathways, erosion control, utility relocation, and drainage systems. *We completed all traffic design features, which included signals, roadway lighting, signing, pavement markings, ITS, and work zone traffic control plans*. After successfully advertising and bidding, a contractor was awarded the project and construction began. However, after priorities changed while reviewing the design, ITD stopped the contractor to reevaluate the CFI configuration and chose to redesign the intersection to a more conventional layout. This change required our staff to redesign nearly every aspect of the project while the contractor was waiting on standby. The Horrocks team quickly mobilized and delivered several portions of the design in separate packages to allow the construction to stay on schedule. Due to the professional working relationship between our team, ITD, and the contractor, the project was completed within the scheduled construction season.



2. STAFFING PLAN

A. PERSONNEL WHO WILL CARRY OUT THE WORK



Staff Expertise					
Glenn Blackwelder, PE, PTOE	•	•	•	•	
Ben Burke, PE, PTOE	•	•	•	•	•
Cameron Feagle, PE	•	•	•	•	
Ashley Dowell, PE	•	•	•	•	•
Karie Gullickson, PE	•	•			
Mariah Owsley, EIT	•	•	•		
Terry Benton	•	•	•	•	•
Troy Williams	•	•	•		

B. QUALIFICATIONS, SKILLS, AND RESPONSIBILITIES

Horrocks has assembled a team of subject matter experts in the fields of traffic control planning and design with the technical expertise needed to successfully deliver projects to the City. We have the resources available to complete projects on schedule and within budget. For each project, we will pull from our team to successfully complete each project. The team we have assembled will not be needed for each project, rather we will always have staff available at the onset of each project. The following provides key highlights of our team's skills, qualifications, and responsibilities. *Refer to the resumes in the Appendix for a detailed summary of their experience.*

Glenn Blackwelder, PE, PTOE | Project Manager

WA PE No. 40200 **PTOE** No. 2339

MS Transportation Engineering; **BS** Civil Engineering

Glenn will manage projects, and ensure they are completed on time and within budget. He has 23 years of traffic experience that includes traffic control planning and design, traffic signal timing and operation, intersection design, ITS, encroachment and access permitting, traffic calming and speed limits, signing and striping design, pedestrian and bicycle design, and accessibility requirements. Glenn spent 13 years as an Engineering Manager at UDOT where he managed up to 40 staff. His relevant experience includes six years leading UDOT's signing and striping standards, work zone traffic control standards, and the Utah MUTCD. Prior to that, Glenn managed UDOT's signal timing and traffic analysis groups. This gives him an operator's view of traffic signal and work zone operations including the operation of UDOT's first CFI, diverging diamond, and thru-turn intersection. Glenn also has experience in the analysis of work zone traffic phasing requirements to determine the extent and timing of lane closures.

Ben Burke, PE, PTOE | QC/QA Lead

WA PE No. 42269 **PTOE** No. 4494

BS Civil Engineering

Ben will provide QC/QA for all projects. He has 22 years of experience in transportation engineering specializing in traffic design for roadways and intersections. Ben has extensive knowledge of the latest signal and ITS equipment and has developed a number of projects containing a variety of traffic monitoring and driver information systems. Ben was previously employed by WSDOT's Olympic Region where he led the ITS design team, providing design plans and specifications for fiber optic networks, traffic surveillance cameras, DMS, and highway advisory radios. Along with signal design, Ben has in-depth knowledge of work zone traffic control, signing and striping, and roadway lighting. He has utilized his skills on projects such as the Sunnyside Rd./Ammon Rd. Intersection Improvements.

Cameron Feagle, PE | Project Engineer

MT PE No. 87963; **CO PE** No. 0054354

BS Civil Engineering

Cameron will design signing and striping, traffic signals, and work zone traffic control and phasing as needed. He has 10 years of experience in traffic and ITS engineering. Cameron's expertise includes traffic signal design, roadway signing and pavement marking design, delineation design, construction traffic control design, developing traffic operation and safety reports, traffic data collection analysis, ITS design, fiber optic network design and support, construction inspection, and field surveying. He delivers project designs that are easily read, detail critical project elements, and follow all client and industry standards. Cameron provided the ITS design for I-90, SH-41 to US-95 East and West.

Mariah Owsley, EIT | Traffic Engineer

EIT No. E-98184

BS Civil Engineering

Mariah will produce work zone traffic control, signing and striping, and traffic signal plans. She has four years of experience providing transportation design for state and federal agencies. Mariah has experience creating phasing and lane layout plans, designing temporary signing, and developing traffic detour routes for road closures for projects such as SH-55, Pear Ln. to Middleton Rd. and I-90, SH-41 to US-95 East and West. She is proficient in OpenRoads Designer (ORD), SignCAD, and AutoTURN. Mariah is highly motivated, involved, and knowledgeable of engineering principles, specifications, and standards.

Ashley Dowell, PE | Technical Resource

UT PE No. 9867472-2202

MS, BS Civil Engineering

Ashley will provide engineering support and lead the design of roadway lighting as needed. Her 10 years of experience includes design of street lighting, traffic and pedestrian signals, ITS, signing, traffic control plans, and roadway safety evaluations. Ashley's expertise with AASHTO and the Illuminating Engineering Society's (IES) lighting guidelines has been used to design appropriate lighting facilities for various projects including intersections, roundabouts, residential and arterial streets, and interstates. She uses various traffic analysis and design software packages including Synchro, SignCAD, AutoCAD, AGI32 Lighting Analysis, and ArcGIS on projects such as I-90, SH-41 to US-95 East and West, where she designed IC ramp lighting and mainline continuous lighting.

Karie Gullickson, PE | Technical Resource

WA PE No. 56681

MENR Civil Engineering

Karie will provide engineering support and lead roadway design as needed. She has nine years of experience designing roads for local and state agencies. Karie's design experience

in projects ranges from urban infrastructure to highway design and redevelopment. She has experience in construction staging, and developing and aiding in the design of traffic control plans, signing and striping, intersections, roadways, subsurface utilities, and parking lots. Karie has coordinated the roadway design with traffic signal and street lighting design for projects such as US-95, Sagle to Long Bridge and I-90, SH-41 to US-95 East and West.

Terry Benton | Drafting Technician

AA Civil Engineering Technology

Terry will produce work zone traffic control, signing and striping, and traffic signal plans. He has 21 years of experience working in transportation engineering. Terry's experience includes signing, illumination, signals, and work zone traffic control design, and he provided the signing on SH-55, Pear Ln. to Middleton Rd. and I-90, SH-41 to US-95 East and West. He recently joined Horrocks after working for WSDOT for more than 15 years in the Olympic Region Traffic Office as a Design Team Lead. Terry is well-versed in current design standards, project development procedures, ROW plans and procurement, and pedestrian/bicycle accommodations.

Troy Williams | Design Technician

AAS Civil Engineering Technology

Troy will produce work zone traffic control, signing and striping, and traffic signal plans. He has 34 years of experience specializing in traffic design, roadway design, and project management. Troy has experience implementing traffic control, signing, and pavement markings utilizing ORD, AutoTURN, and SignCAD. He recently joined Horrocks after working for ITD as a Project Manager and Roadway Designer. Troy was instrumental in developing and implementing the current project management program used at ITD and training ITD staff statewide. He developed the traffic and bicycle/pedestrian detours for the I-90, SH-41 to US-95 East and West projects.

The following table demonstrates our team's project experience and their ability to effectively work together to successfully design projects.

PROJECT NAME	Glenn Blackwelder	Ben Burke	Ashley Dowell	Karie Gullickson	Cameron Feagle	Mariah Owsley	Terry Benton	Troy Williams
ACHD Maple Grove Rd., Victory Rd. to Overland Rd., Ada Co., ID			•	•				
City of McCall Deinhard Ln. and SH-55, McCall, ID				•		•		
City of Ammon Sunnyside Rd./Ammon Rd. Intersection Improvements, Ammon, ID		•						
ITD US-95, Sagle Rd. to Long Bridge, Sagle, ID		•		•		•	•	•
ITD SH-55, Pear Ln. to Middleton Rd., Canyon Co., ID	•	•				•	•	•
ITD I-90, WA State Line to Sherman Ave., Kootenai Co., ID	•		•	•		•	•	•
ITD I-90, SH-41 to US-95 East and West, Kootenai Co., ID			•	•	•	•	•	•
ITD SH-44, Eagle Rd. Intersection Improvements, Eagle, ID		•	•					

3: REFERENCES

Horrocks takes great pride in serving our clients and communities. We are fortunate to receive repeat business from our existing clients, which speaks to our exceptional client care, attention to quality, and responsiveness. Please reach out to our references to learn more.

Erika Bowen, Project Manager | ITD
208.265.4312, erika.bowen@itd.idaho.gov

Horrocks is providing design services for various projects such as I-90, SH-41 to US-95 East and West and SH-55, Farmway Rd. to Middleton Rd. for ITD. We are completing the signing and striping, ITS, and illumination design, as well as construction phasing and traffic control plans.

Reagan Hansen, Project Manager | ITD
208.334.7170, reagan.hansen@itd.idaho.gov

Horrocks provided intersection design for the intersection of SH-44 and Eagle Rd. in Eagle, ID. We designed all traffic features, which included signals, roadway lighting, signing, pavement markings, ITS, and work zone traffic control plans.

Nathan Stewart, Public Works Director | City of McCall
208.634.7142, nstewart@mccall.id.us

Horrocks has provided engineering services on a number of projects for the City of McCall. These projects aim for a well-designed, pedestrian-oriented, and active Downtown Core to increase its attractiveness to residents, employers, and visitors.

4: CONTRACTS HELD FOR SIMILAR PROJECTS DURING THE LAST TWO YEARS

PROJECT NAME	CONTRACT NUMBER	DATES	CONTACT					
City of McCall Deinhard Ln. and SH-55, McCall, ID	TO 21-16	2021-2023	Nathan Stewart, City of McCall, 208. 634.7142, nstewart@mccall.id.us	•	•	•		•
Local Highway Technical Assistance (LHTAC) Snake River Ave. Demolay Trail, Lewiston, ID	KN 20781	2020-2021	Amanda LaMott, LHTAC, 208.344.0565, alamott@lhtac.org	•	•			•
ITD SH-55, Pear Ln. to Middleton Rd., Canyon Co., ID	KN 21906	2019-Ongoing	Erika Bowen, ITD, 208.265.4312, erika.bowen@itd.idaho.gov	•	•	•		
ITD US-95, Sagle Rd. to Long Bridge, Sagle, ID	KN 23121	2021-2022	Philip Stout, ITD, 208.772.1276, phillip.stout@itd.idaho.gov	•	•	•		•
ITD SH-44, Eagle Rd. Intersection Improvements, Eagle, ID	KN 13476	2018-2021	Reagan Hansen, ITD, 208.334.7170, reagan.hansen@itd.idaho.gov	•	•	•	•	•
ITD I-90, SH-41 to US-95 East and West, Kootenai Co., ID	KN 24305/ KN 24306	2022-Ongoing	Erika Bowen, ITD, 208.265.4312, erika.bowen@itd.idaho.gov	•				•
Salt Lake City Corporation Traffic Signal Upgrades, Salt Lake City, UT	300137	2020-2022	Darin Furnell Salt Lake City Corporation, 801.535.6374, darin.furnell@slcgov.com		•	•	•	•
City of Henderson Nevada State Dr., Henderson, NV	CMTS 21571	2019-Ongoing	Brooke Prescia, City of Henderson, 702.267.3070, Brooke.Prescia@cityofhenderson.com		•	•	•	•
Clark County Nevada Rainbow Blvd., Las Vegas, NV	R010PFT	2022-Ongoing	Kaizad Yazdani, Clark County Nevada, 702.455.2992, kyazdani@ClarkCountyNV.gov		•	•		•

5: CONTRACT TERMINATIONS

Horrocks has not had any contracts terminated for default in the last five (5) years.



APPENDIX

RESUMES





EDUCATION

MS Transportation
Engineering,
University of
California,
Berkeley

BS Civil Engineering,
Walla Walla
University

PROFESSIONAL REGISTRATIONS

WA PE No. 40200
PTOE No. 2339

RELEVANT EXPERTISE



GLENN BLACKWELDER, PE, PTOE

Project Manager

Glenn is a Senior Traffic Engineer and Project Manager with 23 years of experience in transportation system management and operations (TSMO). His experience includes traffic signal timing and operations, intersection design, ITS, traffic safety analysis, traffic impact analysis, encroachment and access permitting, traffic calming and speed limits, signing and striping design, pedestrian and bicycle design, and accessibility requirements. Glenn has a broad knowledge of traffic design, traffic operations, and traffic safety and how they fit into both projects and day-to-day operations.

RELATED PROJECT EXPERIENCE:

- **ITD | SH-55, Pear Ln. to Middleton Rd., Canyon Co., ID:** Glenn is providing design oversight and will stamp the plans on the traffic control phasing plans for this project that is widening approximately 10 miles on SH-55. During design, Horrocks determined the pedestrian ramp and crosswalk locations for each intersection and prepared the necessary signing and pavement marking plans.
- **ITD | I-90, WA State Line to Sherman Ave., Kootenai Co., ID:** Glenn produced the logical termini memorandum and assisted with the review of the traffic analysis memorandum. He provided the conceptual traffic signal design to establish the boundaries of the environmental clearance. Horrocks is assisting ITD with various projects to address future travel demands on I-90, from the WA State Line to Sherman Ave.
- **UDOT | Operations Engineer, Statewide, UT (2016-2022)*:** Glenn led the operations group of UDOT's Traffic and Safety Division. This group is responsible for setting standards and providing technical assistance and training for barrier, guardrail, crash cushions and end treatments, signing, ADA-compliant pedestrian ramps, and temporary traffic control. This position has approval authority over design exceptions and all freeway signing. **Example Project:** *Glenn managed UDOT's standard drawings for work zone traffic control, barrier and guardrail, traffic sign supports, and pedestrian accessibility. He worked with a team of UDOT staff and consultants to add pedestrian accessibility details to UDOT's work zone traffic control drawings. The drawings provided contractors with known designs for ADA-compliant temporary ramps and walkways.*
- **UDOT | Traffic Operations Engineer, Statewide, UT (2009-2012 and 2013-2016)*:** Glenn led the operations group of UDOT's Traffic Management Division (TMD), including incident management, control room operations, freeway operations, ITS asset management, and traffic analysis groups. He was also responsible for signal systems, asset management, and traveler information, all of which grew into parallel programs reporting to the TMD Director. **Example Project:** *Glenn was a primary author of the UDOT report on World Class Traffic Signal Maintenance and Operations. This report established the technical backing and organizational structure for UDOT's traffic signal operations improvement efforts.*
- **UDOT | Region 3 Traffic Operations Engineer, Orem, UT (2012-2013)*:** Glenn served as the Traffic Operations Engineer responsible for reviewing the traffic portions of all construction projects, permits, incident management, signal operations, and signing and striping in the Region. **Example Project:** *Glenn increased the use of traffic data to maximize construction windows for paving projects, which resulted in projects being completed ahead of schedule.*
- **UDOT | Traffic Mobility Engineer, Statewide, UT (2006-2009)*:** Glenn was responsible for generating reports from the Traffic Operations Center's archived traffic data. He was also in charge of UDOT's simulation and travel demand analysis key program. **Example Project:** *Glenn developed the metadata and organized necessary software patches and configurations to archive 20-second data from over 800 locations for UDOT's implementation of freeway automated traffic management system (ATMS) traffic data archiving system, known as PeMS.*

*Experience prior to
joining Horrocks



EDUCATION

BS Civil Engineering,
University of Idaho

LICENSE/ CERTIFICATION

WA PE No. 42269

PTOE No. 4494

RELEVANT EXPERTISE



BEN BURKE, PE, PTOE

QC/QA Lead

Ben has 22 years of experience in transportation engineering specializing in traffic design for roadways. He designs traffic control plans, roundabouts, traffic signals, and has extensive knowledge of how each component will operate within a traffic signal. Ben is familiar with many of the products from signal equipment manufacturers and will specify the proper items for compatibility with the City's traffic signal management system. He develops signing and pavement marking plans, as well as construction staging plans for state and local agency projects, and prioritizes worker and motorist safety when designing traffic control plans.

RELATED PROJECT EXPERIENCE

- **City of Ammon | Sunnyside Rd./Ammon Rd. Intersection Improvements, Ammon, ID:** Ben provided design of traffic signals, signing, and illumination. This project included installing a signal and improving the ADA ramps, roadway lane usage, curb, gutter, and sidewalks.
- **ITD | US-95, Sagle Rd. to Long Bridge, Sagle, ID:** Ben led the traffic design team for this project which was comprised of improvements at two different locations along US-95. Horrocks developed the design and realignment of the US-95 and Sagle Rd.
- **ITD | SH-55, Pear Ln. to Middleton Rd., Canyon Co., ID:** Ben led the signing, pavement markings, ITS, and traffic signal design for this project to widen the roadway from two lanes to five lanes. This project included four new traffic signals at each major intersection, and restricted left turns at minor intersections to improve the safety and level of service through the corridor.
- **ITD | SH-44, Eagle Rd. Intersection Improvements, Eagle, ID:** Ben's responsibilities included the completion of the signal, illumination, signing, pavement markings, delineation, ITS, and traffic control plans. Horrocks completed the design of all traffic design features, which included signals, roadway lighting, signing, pavement markings, ITS, and work zone traffic control plans to reconfigure the east and west legs of SH-44 with a CFI.
- **ITD | US-26, Jct. Hitt Rd. (25th East), Idaho Falls, ID:** Ben is the Traffic Design Lead for this project that will widen Hitt Rd. from three to five lanes and install two traffic signals. Ben is leading the effort to create the plan sheets and specifications for the signing, pavement markings, traffic signal, and work zone traffic control plans. This project consists of evaluating six different conceptual alignments and considering the impact of each alternative, and then producing ROW plans, utility plans, and roadway PS&E documents.
- **ITD | Stockham and US-20B Roundabout, Rigby, ID:** Ben provided signing and pavement marking design, illumination design, and work zone traffic control for the first roundabout on the ITD system, and the first non-traditional-shaped roundabout in the area. This new roundabout improved vehicle flow to businesses while minimizing the delay for through vehicles.
- **ITD | I-84, Franklin Rd. IC to Karcher Rd. IC, Canyon Co., ID:** Ben completed the signing and pavement marking plans, along with performing the quality control for the ITS plans. This project widened I-84 to add a lane in each direction between the Franklin Rd. IC to the Karcher Rd. IC to accommodate existing and future growth.
- **LHTAC | East River Rd. (North 5th West) Curve Improvements, Bonneville, ID:** Ben was the Project Manager and Project Engineer for this project for Bonneville Co. that was administered through LHTAC. He led the effort to complete the design work, which included creating plans sheets, specifications, and an estimate. Ben also coordinated with ROW negotiators, utility and irrigation companies, and adjacent land owners to ensure their needs were met. This short section of roadway had less than 1,000 vehicles per day; however, four fatality crashes had occurred since 1997. The existing roadway had a sub-standard horizontal curve radius and nonstandard cross slopes for the design speeds.



ASHLEY DOWELL, PE

Technical Resource

Ashley has 10 years of experience as a Traffic Engineer that includes design of street lighting, traffic and pedestrian signals, ITS, signing, traffic control plans, and roadway safety evaluations. Ashley's expertise with AASHTO and IES lighting guidelines has been used to design appropriate lighting facilities for various projects including intersections, roundabouts, residential and arterial streets, and interstates. She uses various traffic analysis and design software packages including Synchro, SignCAD, AutoCAD, AGI32 Lighting Analysis, and ArcGIS on projects.

EDUCATION

MS, BS Civil
Engineering, Brigham
Young University

LICENSE/ CERTIFICATION

UT PE No.
9867472-2202

RELEVANT EXPERTISE



RELATED PROJECT EXPERIENCE

- **ACHD | Maple Grove Rd., Victory Rd. to Overland Rd., Ada Co., ID:** Ashley assisted in the illumination design and provided the illumination calculations. This project involved the preparation of applicable permits and design plans for widening Maple Grove Rd. within this one-mile-long segment from a two lane rural roadway to a five-lane urban arterial.
- **ITD | SH-44, Eagle Rd. Intersection Improvements, Eagle, ID:** Ashley assisted in the illumination design and provided the illumination calculations. Horrocks completed the design of all traffic design features, which included signals, roadway lighting, signing, pavement markings, ITS, and work zone traffic control plans to reconfigure the east and west legs of SH-44 with a CFI.
- **ITD | I-90, WA State Line to Sherman Ave., Kootenai Co., ID:** Ashley provided the safety analysis for the traffic operations and safety report for the corridor. This project included predictive safety analysis in accordance with the Highway Safety Manual and crash history analysis evaluating recent crash history to identify trends and crash hot spots within the project limits.
- **ITD | I-90, SH-41 to US-95 East and West, Kootenai Co., ID:** Ashley was the Illumination Design Lead for this project providing IC ramp lighting and mainline continuous lighting on I-90. Ashley also provided the safety analysis for the IC modification report for this project. Horrocks is providing preliminary and final design for ITS, illumination, construction staging, environmental reevaluation, preparing the IACR, and public involvement.
- **UDOT | On-Call Operational Safety Report, Statewide, UT:** Ashley compiled and analyzed historical crash data within the project limits of upcoming construction projects, identified trends in the crash history, and proposed mitigations to improve safety.
- **UDOT | I-15 Northbound, Bangerter Highway to I-215 Program Management, Salt Lake Co., UT:** Ashley provided design oversight support for traffic signal, street lighting, and ITS designs. She was responsible for developing the contract requirements and reviewing plans and specifications, and ensuring the design was in compliance with the contract. The project included the construction of two separate collector/distributor systems.
- **ITD | Stockham and US-20B Roundabout, Rigby, ID:** Ashley provided street lighting design support and completed photometric calculations for lighting at the roundabout using AGI32. This supported the street lighting design and ensured it was in compliance with recommended illuminance values. This new roundabout improved vehicle flow to businesses while minimizing the delay for through vehicles.
- **Nevada Department of Transportation (NDOT) | Reno Spaghetti Bowl Xpress (SBX), Washoe Co., NV:** Ashley assisted with the design of all traffic signals and street lighting. Horrocks provided the design of traffic signals, lighting, MOT, signing, and striping.



EDUCATION

MEngr Civil
Engineering,
University of Idaho

LICENSE/ CERTIFICATION

WA PE No. 56681

RELEVANT EXPERTISE



KARIE GULLICKSON, PE

Technical Resource

Karie has nine years of experience providing roadway and stormwater design for state and local public entities. Her experience in roadway, sidewalk/pedestrian, and stormwater facilities design projects range from urban infrastructure to highway design and redevelopment. Karie has experience developing and aiding in the design of roadways, stormwater facilities, subsurface utilities, intersections, parking lots, and community parks. Her diverse background in roadway design comes from having been involved with projects located in Washington, Idaho, Oregon, and Utah. In addition to her technical skills, Karie brings organization and a detail-oriented focus to the production of any project deliverable.

RELATED PROJECT EXPERIENCE

- **ACHD | Maple Grove Rd., Victory Rd. to Overland Rd., Ada Co., ID:** Karie provided roadway and drainage design services for this project that included signals and intersection improvements. She also performed irrigation design and aided in the development of the final construction plans. This project involved the preparation of applicable permits and design plans for widening Maple Grove Rd. within this one-mile-long segment from a two-lane rural roadway to a five-lane urban arterial.
- **ITD | US-95, Sagle Rd. to Long Bridge, Sagle, ID:** Karie led the design team in the development and analysis of alternatives, preparation of PS&E plans, retaining wall design, ROW and signal plans, environmental permitting, and public involvement. This project was comprised of improvements at two different locations along US-95 near Sagle, ID. Horrocks developed the design and realignment of the US-95 and Sagle Rd.
- **ITD | I-90, WA State Line to Sherman Ave., Kootenai Co., ID:** Karie is providing construction staging and design of local roads to improve safety and capacity along the I-90 corridor. Horrocks is assisting ITD with various projects to address future travel demands on I-90, from the WA State Line to Sherman Ave.
- **ITD | I-90, SH-41 to US-95 East and West, Kootenai Co., ID:** Karie is aiding in the development of construction staging and traffic control design. For this project, Horrocks is providing preliminary and final design for ITS, illumination, construction staging, environmental reevaluation, and preparing all associated plans.
- **City of McCall | Downtown Revitalization, Park St. and Veteran's Alley, McCall, ID:** Karie led the design for this urban redevelopment project that included roadway, signing and striping, illumination, streetscape, and pedestrian facility improvements.
- **City of McCall | Commerce St., McCall, ID:** Karie served as the Lead Design Engineer for this urban reconstruction project, which included roadway, pedestrian, and drainage improvements. She also aided the City of McCall with public involvement throughout the project. This included meeting on-site with all property and business owners and working with them to create a finished product that would allow their business to continue to function effectively.
- **City of McCall | East Lake St. Waterfront and Brown Park Improvements, McCall, ID:** Karie was the Design Manager for this project that included shoreline stabilization and reconstruction of Brown Park. This project provided better accessibility to Brown Park from East Lake St. by improving pedestrian facilities, and enhanced the area for users by upgrading park amenities and creating a more usable space between Payette Lake and the park waterfront.
- **State of Washington Department of Natural Resources | Leader Lake Road Repair, Okanogan Co., WA:** Karie was the Project Manager for this new roadway with a 2% crown to shed water off the pavement and into the ditches. Horrocks redesigned the half-mile of roadway which included maintaining the width, realigning a horizontal curve, re-establishing drainage ditches, and managing the construction.



EDUCATION

BS Civil Engineering,
University of
Colorado, Denver

LICENSE/ CERTIFICATION

MT PE No. 87963

CO PE No. 54354

RELEVANT EXPERTISE



CAMERON FEAGLE, PE

Project Engineer

Cameron has 10 years of experience in traffic and ITS engineering. His expertise includes traffic signal design, roadway signing and pavement marking design, delineation design, construction traffic control design, developing traffic operation and safety reports, traffic data collection analysis, ITS design, fiber optic network design and support, construction inspection, and field surveying. Cameron delivers project designs that are easily read, detail critical project elements, and follow all client and industry standards.

RELATED PROJECT EXPERIENCE

- **ITD | I-90, SH-41 to US-95 East and West, Kootenai Co., ID:** Cameron completed the ITS design for this project. His design included details for construction, installation, and modifications of ITS infrastructure, power system, sign support structure, electronic cabinet connections, and fiber optic cable splicing. Horrocks is providing preliminary and final design for ITS, illumination, construction staging, environmental reevaluation, preparing the IACR, and public involvement.
- **City of Fort Collins | Laporte Corridor, Larimer Co., CO:** Cameron completed the traffic control system design, and signing and pavement marking design of the roadway and shared-use path. His design evaluated the location and functionality of PHBs and RRFBs at uncontrolled crossings around the school. This project included pedestrian crossings, reconfiguration of street parking section, two-way left turn center lane, curb and gutter, and general intersection improvements.
- **The Town of Severance | SH-392 and WCR-23 Intersection Improvements, Weld Co., CO:** Cameron completed the traffic signal, signing and pavement markings, delineation, and ITS designs. His design evaluated the optimal location and size of traffic signal equipment to accommodate a future ultimate build out of the intersection. The project design included widening SH-392 to allow for WB acceleration and deceleration lane and lengthening of left turn lanes to accommodate future volumes. Reconfiguration of the north leg of WCR-23 to provide a new right turn lane and thru lane.
- **Caliber Companies | US-34 Encore, Larimer Co., CO:** Cameron completed the traffic signals, signing and pavement markings, delineation, and ITS designs. He also provided details on the modification of the existing Colorado Department of Transportation (CDOT) fiber optic backbone utilized for traffic signal and ITS device communications. The project design included the removal of one access point, the addition of two new access points, widening for an auxiliary lane, redesign of EB left turn movement and north leg at CR-13.
- **NDOT | Reno SBX, Washoe Co., NV:** Cameron served as the ITS Design Lead for the reconstruction of I-580, from I-80 to Villanova St. Horrocks provided the design of traffic signals, lighting, MOT, signing and striping, and traffic control plans.
- **UDOT | SR-162 and SR-262 Safety and Energy Corridor, San Jaun Co., UT:** Cameron provided ITS design for this project which included full fiber optic infrastructure. Horrocks also coordinated with Emery Telecom for the backbone feed and connection. The project includes the rehabilitation of approximately 55 miles of two-lane state highways in southeast Utah across the Navajo Nation and includes shoulder widening/improvements, clear zone and safety improvements, lane leveling of 46 miles, and full pavement reconstruction of approximately nine miles.



EDUCATION

BS Civil Engineering,
Boise State
University

LICENSE/ CERTIFICATION

EIT No. E-9184

RELEVANT EXPERTISE



MARIAH OWSLEY, EIT

Traffic Engineer

Mariah has four years of experience providing transportation design for state and federal agencies. She has experience creating traffic control plans, designing temporary signing and pavement marking plans, and developing traffic detour routes for road closures. Mariah is proficient in ORD, SignCAD, and AutoTURN. Mariah is highly motivated, involved, and skillful with knowledge of engineering principles, specifications, and standards.

RELATED PROJECT EXPERIENCE

- **ITD | SH-55, Pear Ln. to Middleton Rd., Canyon Co., ID:** Mariah assisted in the design of the traffic phasing and temporary traffic control plan for the 10-mile corridor between Farmway Rd. and Middleton Rd. She laid out the temporary pavement markings and locations; assisted with the vehicular detour routes and temporary signing; and worked with multiple disciplines to phase in structures, drainage, and signals. This project will widen SH-55 from two lanes to four lanes and includes conventional signalized intersections.
- **ITD | I-90, SH-41 to US-95 East and West, Kootenai Co., ID:** Mariah designed the temporary signing and device plan for this roadway widening project. She assisted with the traffic phasing design and sheet annotation. Horrocks is providing preliminary and final design for ITS, illumination, construction staging, environmental reevaluation, preparing the IACR, and public involvement.
- **ITD | I-90, WA State Line to Sherman Ave., Kootenai Co., ID:** Mariah is assisting in the design of the traffic control plans, temporary signs, and devices to improve safety and capacity along the I-90 corridor. Horrocks is assisting ITD with various projects to address future travel demands on I-90, from the WA State Line to Sherman Ave.
- **ITD | US-95, Sagle Rd. to Long Bridge, Sagle, ID:** Mariah reached out to utility companies to establish a contact list, and attended coordination meetings for utility relocation and adjustments. This project was comprised of improvements at two different locations along US-95 near Sagle, ID. Horrocks developed the design and realignment.
- **ITD | US-12, Arrow Bridge, Nez Perce Co., ID:** Mariah assisted in the design of the traffic phasing and temporary traffic control plan for Arrow Bridge. She also helped design the work temporary pavement markings, signing, and devices. Horrocks is providing design services to improve the safety and mobility to meet current design standards and provide improvements to substandard sight distance, shoulder width, deceleration length, and bridge load ratings.
- **ITD | I-90, SH-41 IC, Post Falls, ID*:** Mariah created various concept alternatives using ORD. She collaborated to design traffic phasing and temporary traffic control, developed sheets for review and use during update meetings, and documented quantities. Mariah also implemented AutoTURN to verify turn radii, designed temporary signing and pavement marking plans, created typical cross sections and 3D design surfaces in ORD, and developed a traffic detour route for road closures.
- **City of Hailey | River St., Walnut to Galena, Hailey, ID*:** Mariah created various concept alternatives using ORD, and created layouts for public involvement meetings. She designed numerous sheets including total ownership maps, removals, roadway plans, illumination sheets, and temporary traffic control. In addition, Mariah documented quantities, and created alignments and 3D design surfaces in ORD.
- **ITD | Ustick Rd. Overpass, Caldwell, ID*:** Mariah created temporary traffic control plans using InRoads, implemented SignCAD to design various traffic signs, developed a traffic detour route for road closures, documented quantities, and assisted in utility design and documentation.

**Experience prior to
joining Horrocks.*



EDUCATION

AA Civil Engineering
Technology, Utah
Valley University

RELEVANT EXPERTISE



TERRY BENTON

Drafting Technician

Terry has 21 years of experience working in transportation engineering. His experience includes signing, illumination, signals, and work zone traffic control design. Terry recently joined Horrocks after working for WSDOT for more than 15 years in the Olympic Region Traffic Office as a Design Team Lead. He is well-versed in current design standards, project development procedures, ROW plans and procurement, and pedestrian/bicycle accommodations. Terry excels at efficiently producing plan sets that are clear and comprehensive.

RELATED PROJECT EXPERIENCE

- **ITD | SH-55, Pear Ln. to Middleton Rd., Canyon Co., ID:** Terry provided the MOT plan set for this project that is widening approximately 10 miles on SH-55. This project will widen SH-55 from two lanes to four lanes and includes conventional signalized intersections.
- **ITD | I-90, SH-41 to US-95 East and West, Kootenai Co., ID:** Terry provided the MOT plan set for this project. Horrocks is providing preliminary and final design for ITS, illumination, construction staging, environmental reevaluation, preparing the IACR, and public involvement.
- **ITD | I-90, WA State Line to Sherman Ave., Kootenai Co., ID:** Terry assisted in the development of the MOT plan set for this project to improve safety and capacity along the I-90 corridor. Horrocks is assisting ITD with various projects to address future travel demands on I-90, from the WA State Line to Sherman Ave.
- **ITD | US-95, Sagle Rd. to Long Bridge, Sagle, ID:** Terry assisted in the develop the MOT plan set. This project was comprised of improvements at two different locations along US-95 near Sagle, ID. This project was comprised of improvements at two different locations along US-95 near Sagle, ID. Horrocks developed the design and realignment of the US-95 and Sagle Rd.
- **City of McCall | Downtown Revitalization, Park St. and Veteran's Alley, McCall, ID, McCall, ID:** Terry provided the signing and pavement marking and the illumination plans for reconstruction of the subsurface improvements.
- **NDOT | Reno SBX, Washoe Co., NV:** Terry provided the MOT plan set for the reconstruction of I-580 from I-80 to Villanova St., including the widening of I-580 southbound lanes and reconstructing the southbound bridges. Horrocks provided the design of traffic signals, lighting, MOT, signing, and striping.



EDUCATION

AAS Civil Engineering
Technology, Idaho
State University

RELEVANT EXPERTISE



TROY WILLIAMS

Design Technician

Troy has 34 years of experience specializing in traffic design, roadway design, and project management. He has experience implementing traffic control, signing, and pavement markings utilizing ORD, AutoTURN, and SignCAD. Troy recently joined Horrocks after working for ITD as a Project Manager and Roadway Designer. He was instrumental in developing and implementing the current project management program used at ITD and training ITD staff statewide. Troy developed the traffic and bicycle/pedestrian detours for the I-90, SH-41 to US-95 East and West projects.

RELATED PROJECT EXPERIENCE

- **ITD | SH-55, Pear Ln. to Middleton Rd., Canyon Co., ID:** Troy prepared the permanent striping, signing, and delineation plan sets for this project that is widening approximately 10 miles on SH-55. He reviewed and revised the signal and ITS plans. This project will widen SH-55 from two lanes to four lanes and includes eight thru-turns and 12 conventional signalized intersections.
- **ITD | I-90, SH-41 to US-95 East and West, Kootenai Co., ID:** Troy developed the traffic and bicycle/pedestrian detours as well as worked on the preliminary construction phasing for the temporary traffic control options. Horrocks is providing preliminary and final design for ITS, illumination, construction staging, environmental reevaluation, preparing the IACR, and public involvement.
- **ITD | US-95, Sagle Rd. to Long Bridge, Sagle, ID:** Troy developed the construction phasing for the traffic control, the traffic and bicycle/pedestrian detours, and the permanent signing and striping for this thru-u turn and signalization project. He reviewed the set of plans as well as assembled the special provisions and estimate. Troy also assembled the final PS&E package for delivery to ITD. This project was comprised of improvements at two different locations along US-95 near Sagle, ID. Horrocks developed the design and realignment of the US-95 and Sagle Rd.
- **ITD | I-90, WA State Line to Sherman Ave., Kootenai Co., ID:** Troy developed preliminary options including the modeling, quantity calculations, and preliminary estimates for the NW Blvd., US-95, and Sherman Ave. ICs. Horrocks is providing safety and capacity improvements along the I-90 corridor, providing environmental services, traffic control, roadway design, drainage, utilities, and public involvement.
- **ITD | Jct. US-20 and SH-33 and Jct. US-20 and University Blvd., Rexburg, ID:** Troy reviewed the roadway and traffic control plan sheets for this project that is retrofitting two ICs to convert them from traditional diamond ICs to diverging diamond ICs.
- **ITD | US-26, Jct. Hitt Rd. (25th E), Idaho Falls, ID:** Troy developed the construction phasing and temporary traffic control plans for this roadway design project. This project consists of evaluating six different conceptual alignments and considering the impact of each alternative, and then producing ROW plans, utility plans, and roadway PS&E documents.
- **ITD | Ashton to SH-87, Fremont Co., ID:** Troy developed preliminary horizontal alignment alternatives. This project includes over 40 miles of extensive roadway geometric configurations, safety and traffic evaluations, and environmental impact analysis.
- **City of Ammon | 1st St., 25th to 35th, Ammon, ID:** Troy developed ROW plan sketches to match the legal descriptions for this project. For this project, Horrocks reconstructed a two-lane rural road to a five-lane urban intersection.
- **City of Ammon | John Adams Bridge over Sand Creek, Ammon, ID:** Troy is setting the horizontal and vertical alignment and creating the proposed model. He will then develop the roadway plans, special provisions, and estimate for the proposed roadway for this project.

EXHIBIT C – Fee Schedule



FEE SCHEDULE

Title	Employees Name	
Associate Engineer V	Glenn Blackwelder	200
Principal Engineer II	Ben Burke	189
Assoicate Engineer IV	Ashley Dowell	187
Transportation ITS Engineer III	Cameron Feagle	190
Associate Engineer III	Karie Gullickson	184
Sr. Design Tech	Troy Williams	156
Design Tech IV	Dusty Jones	152
Design Tech IV	Terry Benton	152
EIT III	Mariah Owsley	142
EIT II	Joseph Hoerner	114
EIT I	intern	94
Project Accountant - State Lead	Melissa Phillips	120
Admin Assistant II	Oana Barac	75



HORRENG-01

BHERRERABURCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2023

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 American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Brenda Herrera-Burch
	PHONE (A/C, No, Ext): (801) 364-3434 656 FAX (A/C, No): (801) 355-5234
	E-MAIL ADDRESS: Brenda.Herrera-Burch@american-ins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Horrocks Engineers, Inc. 2162 W Grove Pkwy, Ste 400 Pleasant Grove, UT 84062	INSURER A : Hartford Fire Insurance Co. 19682
	INSURER B : Hartford Casualty Insurance Co 29424
	INSURER C : Hartford Ins Co of The Midwest 37478
	INSURER D : XL Specialty Insurance Company 37885
	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	X 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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		34UUNOZ0016	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY no deductible <input type="checkbox"/> NON-OWNED AUTOS ONLY			34UENZOZ0039	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34XHUOZ0017	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	34WEOK8H0L	7/1/2023	7/1/2024	<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
D	Prof Liab Claim Made			DPR5015359	7/1/2023	7/1/2024	Per Claim 10,000,000
D	Retro date: 1/1/1965			DPR5015359	7/1/2023	7/1/2024	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #23-159 / Traffic Control Planning and Design
City of Spokane is named as additional insured, per written contract, with regards to the General Liability, coverage is primary and non-contributory. 30 day notice of cancellation is provided.

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 



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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

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

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**
To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"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:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) 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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



Agenda Sheet for City Council Meeting of:

09/11/2023

<u>Date Rec'd</u>	8/30/2023
<u>Clerk's File #</u>	OPR 2018-0028
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4417-17
<u>Requisition #</u>	CR 25224

<u>Submitting Dept</u>	SOLID WASTE COLLECTION
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4500 CONTRACT RENEWAL WITH BIG BELLY SOLAR, LLC

Agenda Wording
 Two-year contract renewal with Big Belly Solar, LLC (Needham, MA) to lease a system of networked solar compacting waste collection receptacles in Spokane's downtown core area - annual expenditure \$74,143.44, plus applicable taxes.

Summary (Background)
 In 2018, the city entered into a contract to lease 43 networked solar compacting waste stations in the downtown area for a five-year period, with the option to renew for another five-year term. In 2021, a contract amendment was approved to lease an additional 12 stations for five years. This current renewal is for the original 43 stations for a period of two years. The terms were renegotiated and agreed upon by both parties. Both leases will expire closer together with this shorter term.

Lease? YES	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ \$74,143.44, plus tax, per year	# 4500-45100-37148-54501-19020
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>Study Session\Other</u>	PIES 08/28/2023
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	CP Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	SIGNER: Brian Phillips,CEO, bphillips@bigbelly.com	
<u>For the Mayor</u>	JONES, GARRETT	dmontoya@bigbelly.com	
<u>Additional Approvals</u>		caveryt@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	rhughes@spokanecity.org	
<u>ACCOUNTING - LEASE</u>	BAIRD, CHRISTI	rschoonover@spokanecity.org	
		jsalstrom@spokanecity.org	
		Tax & Licenses; tprince@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Collection
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org / 509.625.6540
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Two-Year Contract Renewal with Big Belly Solar, LLC
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Request for Proposals #4417-17 was issued to solicit companies interested in providing a networked solar compacting waste collection system, with web-based service notifications, in the downtown core. This was to improve efficiencies and increase receptacle capacity by replacing the old system in which Downtown Spokane Partnership (DSP)'s Clean Team would walk routes emptying every DSP owned garbage and recycling can daily, making several trips to Solid Waste owned dumpsters to empty their carts.</p> <p>In 2018, the city entered into a five (5) year contract with Big Belly Solar, LLC to lease a system of networked solar compacting waste stations. This lease included Big Belly's CLEAN™ software, which provides service alerts, historical and real-time information, and tools to manage the leased stations. The original lease included 43 stations total - 22 double stations (one side compacts trash and the other side accepts recyclables) and 21 single stations (no recycling).</p> <p>In 2021, an amendment was approved for an additional 12 double units that are on a separate five (5) year lease. This was part of the Mayor's downtown cleanup initiative and an ongoing effort to keep the downtown area welcoming to citizens and visitors.</p> <p>The original contract allowed for an additional five (5) year renewal of the 43 stations. This was renegotiated and both parties agreed to a lesser term of two (2) years. This shorter term will align the original contract and contract amendment's expiration dates closer together.</p>
Proposed Council Action	Council Consent on 09/11/2023
<p>Fiscal Impact Total Cost: <u>\$74,143.44, plus applicable tax, per year</u> 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 Specify funding source: Solid Waste Collection Operating Budget/Utility Rate Revenue</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring (2 years)</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) n/a</p>	

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

n/a

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

n/a

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

The department keeps a spreadsheet for total Big Belly expenditures which includes the lease, taxes, replacement units/parts and repairs. Big Belly's CLEAN™ software has historical data to monitor and manage the units to assist with making immediate and long-term decisions. Other container and system options will be reviewed over the duration of this contract renewal to determine if this is the right solution in future years for solid waste removal in the downtown core.

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 - CFU 5.5 WASTE REDUCTION AND RECYCLING: This contract helps provide integrated, efficient, and economical solid waste management services in a manner that encourages and promotes waste reduction and recycling and minimizes environmental and public health impacts.

Spokane Municipal Code 13.02.0216 Taking of or Snooping in Garbage or Recyclables Prohibited: This contract helps prevent the unauthorized removal and salvaging of discarded items from solid waste receptacles.



City of Spokane
CONTRACT RENEWAL
**Title: LEASE OF NETWORKED SOLAR
WASTE RECEPTACLES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BIG BELLY SOLAR, LLC**, whose address is 150 A Street, Suite 103, Needham, MA 02494 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City Networked Solar Compacting Waste Receptacle Replacements; and

WHEREAS, the initial contract provided for additional renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated February 16, 2018 and February 20, 2018, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 8, 2023 and shall end March 7, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-THREE AND 44/100 (\$74,143.44)** plus applicable tax, *per year*, in accordance with Quote No. Q31632-3, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

BIG BELLY SOLAR, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

Quote No. Q31632-3

ATTACHMENT A

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

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

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

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

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

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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










Fifth Amendment to CSA 10117

CITY OF SPOKANE WA

Program Overview

Connect LX is Bigbelly’s turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 24-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect LX Renewal 24 Month Term	
 System Software <ul style="list-style-type: none"> ▪ CLEAN Management Console Licenses for Full Term ▪ CLEAN Mobile Software Licenses for Full Term 	 Automated System Monitoring <ul style="list-style-type: none"> ▪ Automated System Diagnostics and Alerts
 Equipment/Hardware <ul style="list-style-type: none"> ▪ Custom Configuration as Detailed Below 	 Cleaning and Inspection <ul style="list-style-type: none"> ▪ Annual Comprehensive Station Cleaning ▪ Annual Station Inspection
 Customer Support <ul style="list-style-type: none"> ▪ Customer Support Hotline and Trained Field Service Professionals 	 Warranty <ul style="list-style-type: none"> ▪ Hardware Parts Warranty for Full Term ▪ Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
 Equipment/Hardware Configuration	
22 HC5/SC5.5 Double Station with HC Foot Pedal, SC Faceplate, Message Panels, and Ash Tray (HC5 only)	
21 HC5 Single Station with Foot Pedal, Message Panels, and Ash Tray	
Contract Start Date: 3/8/2023 Contract End Date: 3/7/2025	
Serial Numbers Covered via Renewal: 1514754,1514755,1514756,1514757,1514758,1514759,1514760,1514761,1514762,1514763,1514764,1514765, 1514766,1514767,1514768,1514769,1514770,1514771,1514772,1514773,1514774,1514775,1514776,1514777, 1514778,1514779,1514781,1514782,1514783,1514784,1514785,1514786,1514787,1514788,1514789,1514790, 1514791,1514792,1514794,1514795,1514796,1514797,1527119,9500668,9500669,9500670,9500671,9500672, 9500673,9500674,9500675,9500676,9500677,9500678,9500679,9500680,9500681,9500682,9500683,9500684, 9500685,9500686,9500687,9500688,9500689	
Total Monthly System Cost	\$6,178.62

¹Pricing is valid for 60 days from July 10, 2023.
²Sales Tax is NOT included in above pricing.
³Pricing is subject to Connect Program Terms and Conditions.

The Connect Services for the Renewal which the Customer is purchasing pursuant to this Quote shall be governed by the Connect Services Agreement No. 10117 between Bigbelly and the Customer dated as of February 20th, 2018, as previously amended, for the Initial Term and any Renewal Term.

ACCEPTED AND AGREED BY:

CUSTOMER

By: _____

Title: _____

Print Name: _____

Date: _____

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

09/11/2023

Date Rec'd

8/30/2023

Clerk's File #

OPR 2023-0884

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Cross Ref #**Contact Name/Phone**

SETH MCINTOSH 509-742-8154

Project #**Contact E-Mail**

SMCINTOSH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4100 CONSTRUCTION MANAGEMENT & ENGINEERING SUPPORT SERVICES FOR UPRIVER DAM

Agenda Wording

Proposed contract with McMillen to perform construction management, construction engineering, design engineering, and field inspection for Upriver Dam Spillway Rehab Phase III construction project.

Summary (Background)

Engineering Services-initiated RFQu received 3 proposals with evaluation committee recommendation to negotiate scope and fee with McMillen. This resulting contract is recommended for Council approval and award.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 394,923.00 + tax

4100-42490-94340-56501-11051

Select \$

#

Select \$

#

Select \$

#

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

SAKAMOTO, JAMES

Study Session\Other

7 / 24 / 2023

Division Director

MILLER, KATHERINE E

Council Sponsor

CP Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**HARRINGTON,
MARGARET

jfinger@spokanecity.org

For the Mayor

JONES, GARRETT

Copy to: Tim Foley, foley@mcmillen.com

Additional ApprovalsSigner: Marcus Emmons,
marcusemmons@mcmillen.com**Purchasing**

dstpierre@spokanecity.org



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: 8/29/2023

Type of expenditure:

Goods



Services



Department: Water

Approving Supervisor: Loren Searl

Amount of Proposed Expenditure: \$394,923.00

Funding Source: Water Department CIP 4100-42490-94340-56501-11051

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The City requires services from a consulting firm with specialized experience and expertise to perform quality control, inspection, and engineering during construction of the Upriver Dam Spillway Rehabilitation Phase III Project (Project). Upriver Dam is licensed by the Federal Energy Regulatory Commission (FERC). The Project is needed now to address dam safety issues identified by the FERC.

What are the impacts if expenses are deferred?

If the consulting firm cannot be retained now, the construction project cannot move forward according to the schedule the City committed to with the FERC.



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.

What alternatives were considered?

City resources were considered for the roles in the FERC-required Construction Quality Control Inspection Program (QCIP), but internal staff do not have the requisite qualifications and/or availability.

Description of the goods or service and any additional information?

Allowable uses follow the Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines, but are restricted to "emergency housing" activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management. Household eligibility requirements also follow the CHG/SDG guidelines.

Admin (15%) Rent Facility Support Operations Total

Grantee Name

City of Spokane \$177,150.00

Subgrantee Name(s)

YWCA \$483,393.00

Catholic Charities \$287,462.14

Volunteers of America \$720,193.00

Family Promise \$672,334.00

Womens Hearth \$520,000.00

Spokane Neighborhood Action Partners \$52,000.00

The Salvation Army \$702,106.86

Truth Ministries \$320,000.00



Person Submitting Form/Contact: Seth McIntosh

CITY ADMINISTRATOR APPROVAL:

YES NO

FINANCE/PURCHASING APPROVAL:

YES NO

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water & Hydroelectric Services
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org
Council Sponsor(s)	President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CONSTRUCTION MANAGEMENT & ENGINEERING SUPPORT SERVICES FOR UPRIVER DAM IMPROVEMENTS
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Engineering Services initiated RFQ for construction management, construction engineering, design engineering, and field inspection for Upriver Dam Spillway Rehab Phase III construction project currently under FERC review. The selected firm may also assist with project bid preparation and contractor qualification review.
Proposed Council Action	Proposed council action would be to approve the RFQ budget so we can move forward with consulting firm selection.
Fiscal Impact Total Cost: <u>Budget \$350,000.00</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: Water Dept CIP, utilizing budget account 4100-42490-94340-56501-11051 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts This project will coincide, and with cooperation of Upriver maintenance and operations normal duties.	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all. We recognize the need to maintain affordability and predictability for all utility customers. We are committed to delivering work that is both financially and environmentally responsible. This project supports the hydroelectric project that contributes to affordable water rates.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This public works RFQ for the water and hydroelectric system should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

This Public Works RFQ follows the City's established procurement and public works selection regulations and policies based on evaluations and recommendations from the FERC and IC.

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

This project is intended to support the Capital Improvement Program and is following recommendations for continued river management and sustaining hydroelectric power generation.

NADINE WOODWARD
MAYOR



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

REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGEMENT & ENGINEERING
SUPPORT SERVICES
FOR UPRIVER DAM IMPROVEMENTS**

City of Spokane, Washington

**DESCRIPTION: CONSTRUCTION MANAGEMENT & ENGINEERING SUPPORT
SERVICES FOR UPRIVER DAM IMPROVEMENTS**

DUE DATE: MONDAY, JULY 24, 2023
No later than 1:00 p.m.

DELIVERY: via email to: dbuller@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in construction management, construction engineering, design engineering, and field inspection for a project at the City’s Upriver Dam, a Federal Energy Regulatory Commission (FERC)-licensed hydroelectric facility.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about September 18, 2023 and to end on December 31, 2024. Optionally, depending on various factors including the performance of the Firm, the City may extend the contract to add new design engineering services for repair, rehabilitation, and/or replacement of one or more of the existing dam spillway tainter gates and/or other hydroelectric facility components.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

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

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

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

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services envisioned in this RFQ include the following:

- Construction management
- Construction inspection
- Construction engineering support
- Material testing coordination
- Design engineering

The project for which the City has issued this RFQ is Upriver Dam Spillway Rehabilitation Phase III (Engineering Services File No. 2022081). The construction package, currently under review by the FERC and attached to this RFQ for reference, consists of plans, specifications, a Construction Potential Failure Modes Analysis (CPFMA) Report, a Quality Control and Inspection Plan (QCIP), and a Temporary Construction Emergency Action Plan (TCEAP). The design was prepared by an engineering firm not currently employed by the City. Upon receipt of remaining permits and approvals, the City expects to bid the project autumn 2023 with construction anticipated winter 2023 through autumn 2024. The successful firm will assist the City during the bidding and construction phases of the project.

Construction management will include contractor and owner coordination, meeting facilitation, record keeping, reporting, and project closeout as described in the specifications and QCIP. The Firm will provide an Owner's Site Representative (OSR) as described in the QCIP.

Construction inspection will include monitoring contractor performance for compliance with the project design and environmental controls. The Firm will provide a part-time QCIP Manager as described in the QCIP.

Construction engineering support will include assistance with bidder questions, contractor qualifications review, contractor submittals review, gate inspection and repair guidance, other office and field engineering as described in the QCIP. The Firm will provide a part-time Construction Engineer as described in the QCIP.

Testing of concrete, steel, concrete reinforcement, grout, adhesive anchors, and water stops / hydrophilic seal materials will be required during the project as described in the QCIP. Testing will be performed by City staff and / or an independent lab contracted by the City, and coordinated by the QCIP Manager or their designee in the Firm.

The City may require design engineering services for additional gate and/or other hydroelectric facility component rehabilitation.

The following documents relevant to this RFQ can be found at the FTP site indicated below.

- Construction Potential Failure Modes Analysis (CPFMA) Report (Upriver CPFMA Report minus Appendices B_C.pdf)
- Quality Control and Inspection Plan (QCIP) (2023 Spillway Rehab Ph III QCIP.pdf)
- Temporary Construction Emergency Action Plan (TCEAP) (2023 Spillway Rehab Ph III TCEAP.pdf)
- Construction plans (H363793 - Upriver Phase III Drawings_IFB_dsp edits2.pdf)
- Specifications (UPRIVER DAM PILLWAY PH 3_2022081_COS GSP-REDUCED.pdf)

FTP Link:

<https://ftp.spokanecity.org/?ShareToken=51986704761384F24DBEB5B866107D973F7734AE>

Password: Upriver2023

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6391
E-Mail Address	dbuller@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	6-30-23
Proposals due	7-24-23
Evaluate Proposals	Week of 7-24-23
Conduct oral interviews with finalists, if necessary	Week of 7-31-23
Announce selection, negotiate contract	Weeks of 8-7-23, 7-14-23 and 8-21-23
City Council approval of contract	9-11-23
Contract signatures	Week of 9-11-23
Project kickoff	Week of 9-18-23

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to dbuller@spokanecity.org. The email shall include subject line “SOQ – Upriver Dam Engineering”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email dbuller@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.
 - Construction management, especially for projects similar to the City's project
 - Construction inspection, especially for projects similar to the City's project
 - Construction engineering, especially for projects similar to the City's project
 - Design engineering, especially for rehabilitation of dam spillway gates and other components of hydroelectric facilities similar to the City's
2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided,

shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.

4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Documentation of expertise and experience in construction management, especially for projects similar to the City's project	33%
Documentation of expertise and experience in construction inspection, especially for projects similar to the City's project	33%
Documentation of expertise and experience in design engineering, especially for rehabilitation of dam spillway gates and other components of hydroelectric facilities similar to the City's	34%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

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

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 TERMINATION

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.

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.

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

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

6.5. NONDISCRIMINATION

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

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

- claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

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

6.12 MAINTENANCE OF RECORDS

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

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling 625-6700.

6.15 FEDERAL FUNDING NONDISCRIMINATION

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.



CITY OF SPOKANE - WATER – Upriver Dam
2701 N. Waterworks Street
Spokane, Washington 99212
(509) 742-8141

CITY OF SPOKANE
NOTICE OF INTENT TO AWARD

August 21, 2023

Attn: Respondents to Request for Qualifications CONSTRUCTION MANAGEMENT & ENGINEERING SUPPORT SERVICES FOR UPRIVER DAM IMPROVEMENTS

Thank you for your recent Proposal response to the Request for Qualifications identified above. The City of Spokane received three Proposal responses to this request. After evaluation of Proposals, an award recommendation to McMillen 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,

Seth McIntosh
Water System & Hydroelectric Plant Manager
City of Spokane



City of Spokane
CONSULTANT AGREEMENT
**Title: CONSTRUCTION MANAGEMENT
AND ENGINEERING SUPPORT SERVICES
FOR UPRIVER DAM**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MCMILLEN, INC.**, whose address is 1471 Shoreline Drive, Suite 100, Boise, Idaho 83702 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Construction Management and Engineering Support Services for the Upriver Dam Improvement Project, and

WHEREAS, the Consultant was selected from a Request for Qualifications 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 September 1, 2023, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's July 24, 2023 Response to Request for Qualifications and Consultant's August 17, 2023 Revised Cost Proposal, which are 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 time and materials services under this Agreement shall not exceed **THREE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$394,923.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane 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.
- 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) and the travel times and dates for each traveler. The City will not reimburse for alcohol at any time.
 - a. Travelers in travel status by 6:00am are eligible for breakfast per diem
 - b. Travelers in travel status at 12:00pm are eligible for lunch per diem
 - c. Travelers in travel status at 6:00pm are eligible for dinner per diem

The City does not pay the Incidental Expense portion of GSA per diem rates. The first/last day travel option listed on gsa.gov is not used.

- 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 markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

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

10. INDEMNIFICATION.

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

11. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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 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.

MCMILLEN, 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:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – July 24, 2023 Response to Request for Qualifications
and August 17, 2023 Revised Cost Proposal

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)

EXHIBIT B

LETTER OF SUBMITTAL

July 24, 2023

City of Spokane
Attn: Dan Buller
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RE: Request for Qualifications to Provide Construction Management & Engineering Support Services for Upriver Dam Improvements for the City of Spokane

Mr. Buller,

When McMillen, Inc. (McMillen) serves as your construction manager, we become your trusted advisor on all matters related to the Upriver Dam Improvements Project (Project) with a single goal in mind: to ensure your Project proceeds efficiently, on schedule, on budget, and most importantly, safely. For nearly two decades, McMillen has established a reputation for being a trusted partner providing engineering, environmental, and construction services with scalable multi-disciplinary capabilities. We are valued in the hydroelectric market for these reasons:

- **Self-performing design and build firm**—McMillen must safely and profitably construct what we design, resulting in accurate estimates with cost-effective and pragmatic solutions. Because we design and construct hundreds of dam projects, we understand the unique challenges associated with high-profile dam projects and can prepare cost estimates that better reflect current economic conditions. Many of the designs our engineers develop are constructed by their peers. Even when not directly built by McMillen, our engineers often remain engaged to support the construction. This involvement creates a higher level of investment in designing solutions that can be constructed safely, efficiently, and cost-effectively.
- **Construction management partner**—As construction experts, McMillen advocates on your behalf in overseeing the day-to-day intricacies of the construction project to remain on time and within budget. You stay informed through regularly scheduled meetings yet can continue to focus on your overall business. Working with McMillen as your construction management partner in this way maximizes a construction budget and keeps the focus on your best interests and goals.
- **In-house construction resources**—We provide qualified construction managers, inspectors, constructability reviewers, equipment operators, concrete crews, excavation crews, laborers, superintendents, safety personnel, schedulers, and estimators dedicated to adding value and driving efficiency. Because of our years of experience in the field, our construction staff also provides realistic scheduling, sequencing, and cost estimates for our clients.
- **Strict adherence to quality**—McMillen takes a strict stance on quality and will place high importance on compliance with the Quality Control and Inspection Plan (QCIP), quality control/assurance measures,

material testing and inspections, and cooperation with oversight to ensure the Project is constructed in accordance with the FERC-approved plans and specifications.

- **Safe worksites**—It is McMillen’s policy to provide and maintain a safe and healthy work environment for all construction personnel and subcontractors. To achieve this goal, every effort will be made to utilize, evaluate, and update the Project’s Temporary Construction Emergency Action Plan (TCEAP). To stay faithful to our **SEE (Standards, Educations, Executing)** Safety in Action approach, we implement safe work practices on every project with the goal of completing the project injury and incident free.
- **Design engineering expertise**—McMillen offers comprehensive engineering expertise to maximize the full potential of existing dam facilities. We have a long history of managing multidiscipline teams providing civil, structural, mechanical, electrical, hydraulic/hydrology design, geotechnical, and fire safety engineering. We have prepared plans and specifications for a wide range of facilities, concrete dams, hydro plants, new flood control, hydraulic structures, spillways, gates, and more.
- **Dedicated dam safety team**—Our team has provided dam safety reviews and/or inspections on over 60 dams—many of which required FERC Part 12D reports and updates to the Potential Failure Modes Analysis. We have performed dam safety services primarily for hydroelectric facility owners—including agencies and utilities in Washington.

The following information is in response to the RFQ, Section 4.2 requirements:

1. Individual with whom contract would be written:

Marcus Emmons, Director of Operations, VP
1471 Shoreline Drive, Suite 100 | Boise, ID 83702 (principal place of Firm)
T: (208) 342-4214, ext. 313 C: (208) 514-5954
E: marcusemmons@mcmillen.com

2. Legal status of the Firm:

McMillen, Inc. is a Corporation

3. Location of the facility from which the Firm would operate:

McMillen is based at 1471 Shoreline Drive, Suite 100, Boise, Idaho 83702. This is the location from which we will operate for this contract.

4. Identify any current or former City employees employed by or on the Firm’s governing board:

Over the past twelve (12) months, we have not had any current or former employees from the City employed by or on the Firm’s governing board as of the date on this letter.

5. Acknowledgement of terms and conditions

We have reviewed the City’s RFQ and accompanying amendments and will comply with all terms and conditions set forth.

6. Acknowledgement of exclusion from participation in Federal Assistance programs, contracting with subcontractor who been excluded from Federal Assistance programs, and compliance with City requirements:

McMillen certifies that we have not been debarred, suspended, ineligible for, or otherwise excluded from participating in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, “Debarment and Suspension”.

McMillen will not contract with a subcontractor that has been debarred, suspended, ineligible for, or otherwise excluded in the referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.

McMillen agrees to comply with the City’s requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. McMillen also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

We appreciate the opportunity to provide a proposal for construction management and engineering support services for the Upriver Dam Improvements Project. If you have any questions or require additional information, please feel free to contact me. We look forward to hearing from you soon.

Sincerely,



Marcus Emmons
Director of Operations, VP
O: (208) 342-4214, ext. 313 | C: (208) 514-5954
E: marcusemmons@mcmillen.com

Project: RFQ – Construction Management &
Engineering Support Services for Upriver Dam
Improvements

****ATTACH THIS SHEET TO YOUR BID PROPOSAL****

DEPARTMENT OF ENGINEERING SERVICES
CITY OF SPOKANE
2ND FLOOR CITY HALL
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3343

Gentlemen:

I hereby acknowledge receipt of Addendum No. 1 in connection with the above project.

McMillen, Inc.

(Name)

1471 Shoreline Drive, Suite 100 Boise, ID 83702

(Address)

Project: RFQ – Construction Management &
Engineering Support Services for Upriver Dam
Improvements

****ATTACH THIS SHEET TO YOUR BID PROPOSAL****

DEPARTMENT OF ENGINEERING SERVICES
CITY OF SPOKANE
2ND FLOOR CITY HALL
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3343

Gentlemen:

I hereby acknowledge receipt of Addendum No. 2 in connection with the above project.

McMillen, Inc.

(Name)

1471 Shoreline Drive, Suite 100, Boise, ID 83702

(Address)

1. FIRM’S QUALIFICATIONS/EXPERIENCE

To address your specific Project needs and requirements, we have provided the following construction management and design engineering project examples relevant to the scope of work for the Upriver Dam Improvements Project.

Type, Client, and Project	Description of Services
<p>Construction Management and Construction City of Post Falls; Water Reclamation Facilities Outfall & Reuse Pipeline</p>	<p>McMillen was responsible as the CM/GC for all coordination between the contractor, client, and client’s engineer. During Covid, McMillen participated in all bi-monthly coordination meetings, performed document reviews and redlines to the owner’s engineer of record, provided routine updates to the project schedule and budget estimates, provided constructability feedback to the engineer of record, performed material sourcing inquiries to major suppliers to assist with appropriate material selection for the work, and prepared, submitted, and revised the project Quality Assurance Project Plan required for the dredging of contaminated materials from within the Spokane River, which would be necessary to complete the installation of the new outfall line. McMillen provided a third-party firm for construction inspection and testing. Our on-site staff provided inspection for environmental compliance. We ensured the performing contractors met all quality control requirements, which required the parallel review of all project submittals alongside the owner’s engineer of record, inspection of materials received onsite for compliance with the construction documents and approved submittals, and the daily site inspections of installed work for confirmation of their compliance with the project documents. McMillen contracted with a third-party construction material testing firm to perform the required laboratory testing of concrete materials and field testing of soil densities.</p>
<p>Construction Management and Design-Build Cooper Valley Electric Association (CVEA); Allison Creek Hydroelectric</p>	<p>CVEA initially organized the project with our firm as the design and construction management consultant, then retained a general contractor as a CM/GC role at the 30% design level. After experiencing extreme cost escalation with the CM/GC contractor, CVEA terminated the general contractor and retained our firm using the design-build delivery method. We immediately partnered with CVEA to develop a subcontracting plan, an equipment procurement process to eliminate overhead markups, and a risk management methodology to address project risk effectively. Our team developed and implemented a comprehensive Quality Control Implementation Program (QCIP). The QCIP addressed design and construction monitoring for the new diversion and intake structures, steel welded penstock, tunnel, powerhouse, turbine/generator package, access roads, substations, and transmission lines. We successfully implemented the QCIP with an independent project team. Our team also conducted on-the-ground field reviews of the entire project site, from the diversion and intake structure to the powerhouse. We also designed the spillway to pass the Probable Maximum Flood (PMF) using a conventional ogee crest spillway.</p>
<p>Construction Management and Design City of Sitka; Blue Lake Hydro Expansion</p>	<p>McMillen provided construction management services, value engineering, engineering support during construction, Part 12D reports, and final design of specific elements. We served as Construction Manager for the following: construction of the new intake structure, intake tunnel, gate shaft, and surge shaft, replacement of two 3 MW turbine/generators with three 5.3 MW turbine/generators, increasing powerhouse capacity to 15.9 MW, preparation of procurement documents and assisting with bid review and award, and</p>

Type, Client, and Project	Description of Services
	<p>ractory and field inspection and testing oversight including all electrical equipment including new powerhouse generators, motor control center, and standby generator. Our team performed a detailed inspection of the existing power tunnel's steel liner installation and steel welding procedures. In-field construction engineering included ground support during tunnel and shaft construction. Our team performed a detailed inspection of the steel installation and directed annulus grouting for the lining. Our design support services included preliminary sizing of the turbines and surge chamber and specifications for mechanical equipment.</p>
<p>Construction Management and Design PacifiCorp (Owner); Klamath River Renewal Corporation (KRCC) (Client); Fall Creek Hatchery</p>	<p>McMillen completed an alternatives analysis and design to upgrade current facilities to enable the production of Coho and fall-run Chinook Salmon. Scope also includes supporting construction with engineering and construction management services. Under our construction management services, McMillen attends weekly construction coordination meetings in which we provide the meeting agenda. The engineering team keeps up with design changes and reissues new drawings when a design change occurs to clearly document the change. McMillen provides construction inspection services that include QA/QC of rebar to ensure construction per the plans, QA/QC of concrete during concrete pours to ensure that the concrete meets the specification, QA/QC of pipe pressure testing, etc. We also have a third-party inspection service that is a subconsultant to McMillen, in which they provide inspections of rebar, concrete, and compaction tests to follow the required special inspections for the project. McMillen is under contract to respond to questions during the bidding process and provide addenda, as necessary. Our engineering team provides construction services, including submittal reviews and responding to RFIs. McMillen coordinates all third-party testing with the general contractor.</p>
<p>Construction Management and Owners Representative KRCC; Klamath River Renewal Dam Owner Representative</p>	<p>McMillen is the owner's representative for the removal of four dams on the Klamath River. We are also providing design and construction management with additional improvements. Construction management responsibilities include assisting KRCC to balance project constraints such as schedule, cost, quality, and scope, coordinating, leading, and documenting project meetings to facilitate highly responsive decision-making which allows the owner to take full advantage of the speed of design-build, and track and manage the project's quality plan and subcontractor plan. McMillen is determining the requirements and making recommendations for inspections and testing, coordinating the selection of independent inspection and testing agencies, reviewing inspection and testing reports, and making recommendations regarding the results of inspections and testing activities. We are monitoring and inspecting all work in progress to ensure quality of the work and compliance with the contract documents. McMillen prepared and manages the project's QCIP.</p>
<p>Construction Management Yuba County Water Agency (Owner); Delve Underground (Client); Colgate Tunnel Outage</p>	<p>McMillen is providing constructability review, cost estimating, scheduling, risk assessment, and procurement support for rehabilitation of the Colgate Tunnel and Penstock during their 2023 outage. We are also providing contract administration and construction inspection throughout the outage work and project management services before and during construction. Construction services during the outage window include (but not limited to) providing a document management system, maintaining and tracking project schedule, reviewing construction documents, tracking critical procurements, overseeing as-built drawings, providing labor compliance services, performing construction inspections, and providing safety consultant services, geotechnical and structural engineering support, and quality assurance, construction claims related tasks and budget review.</p>

Type, Client, and Project	Description of Services
Construction City of Spokane; Upriver Dam Spillway Rehab Phase II	The purpose of this rehabilitation project was to increase safety and extend the life of the spillway. Construction included the addition of a reinforced concrete topping slab at the secondary spillway apron, installation of apron drains, and structural reinforcement of spillway radial gates while the powerhouse remained in operation. The spillway baffle blocks at the primary and secondary aprons were demolished, new rebar anchors were installed, and new concrete was placed for the baffle blocks. The specifications required silica fume in the slab concrete which required substantial finishing effort and curing process.
Design-Build NorthWestern Energy; Morony Dam Spillway Gates	McMillen was awarded the construction contract to replace nine Tainter gates with new heated vertical lift roller gates to prevent ice buildup and enable operation in the cold winter months. In addition, they awarded us a "Design Assist" contract to improve the 10% concept and finalize the design to meet performance specs. The project manager and lead structural engineer took a proactive approach and collaborated with FERC to obtain staged reviews and approvals for early work packages allowing both stoplog and gate fabrication to begin before completion of the final design. McMillen self-performed 75% of the contract including floating plant operations, barge launch construction, bulkhead installation, gate demolition, concrete demolition/removal, embed installation, cast-in-place concreting, gate installation, hoist and wire rope installation, gate heater, and heater controls installation.
Design and Construction Brazos River Authority; Sterling C. Robertson Dam Tainter Gates Replacement and Improvements	McMillen will replace five Tainter gates, including gate hoisting equipment, associated appurtenances, and gated spillway improvements at Sterling C Robertson Dam. The spillway rehabilitation includes gate trunnion girder restoration, concrete repairs, railing replacement/ladder addition, and selective electrical rehabilitation.

2. STAFFING PLAN

In this section, we have listed the personnel responsible for carrying out the work, along with a brief overview of their capabilities and expertise, project roles, and responsibilities. Detailed resumes are provided in Appendix A.

Tim Foley—Project Construction Management Lead

EXPERIENCE	EDUCATION	REGISTRATIONS/CERTIFICATIONS
27 years	BS, Construction Management Boise State University	Idaho Construction Leadership Academy—Top Graduate; Licensed CM in Idaho

Tim brings a unique combination of design and construction experience, leading constructability reviews and value engineering during early work stages, managing the engineering team to optimize the design, and monitoring construction and startup. Often serving as the client's single point of contact, he has successfully delivered projects within budget, on schedule, and with outstanding quality and safety results. Recently, he has managed a team of construction managers for a wide variety of projects, including the rehabilitation of a spillway and construction of a new hydro facility including spillway, powerhouse, equipment, and supporting infrastructure.

Project Responsibilities: Tim will provide overall project execution and project team coordination and will be the City's single point of contact. He will manage and coordinate with the Owner's Site Representative (OSR) to ensure project specifications are met as outlined in the QCIP.

Gary Lee—Owner’s Site Representative

EXPERIENCE	EDUCATION	REGISTRATIONS/CERTIFICATIONS
40 years	BS, Mechanical Engineering, Purdue University	State of Washington Contractors—General Contractor

Gary has been providing expertise in the construction industry for more than 40 years. He is skilled in cost-effective management of multiple construction projects, has strong contract administration skills, and brings expertise in project bidding, scheduling, construction, commissioning procedures, job site coordination, and equipment troubleshooting. Gary is currently the resident engineer for the Klamath River Renewal Dam Owner Representative project, coordinating all efforts with FERC, county, state, and project stakeholders. He also leads ancillary design efforts while managing the performing design-build contractor.

Project Responsibilities: Gary will perform all onsite activities, including contractor and owner coordination, meeting facilitation, record keeping, reporting, and project closeout as described in the QCIP. He will also function as the City’s liaison to FERC for any reporting and documentation.

Lewis Constable—Construction Inspector

EXPERIENCE	EDUCATION	REGISTRATIONS/CERTIFICATIONS
27 years	US Army	API 1169 79563 CPR/First Aid NCCER Certified OSHA 30/10 Refresher TWIC

Lewis is an experienced and dedicated construction inspector ensuring the highest quality standards in every project. Lewis has developed a deep understanding of construction processes, materials, and techniques. He has a keen eye for detail and a strong commitment to ensuring compliance with design and environmental controls. Lewis is providing construction inspection services at our Fall Creek Hatchery project that includes QAQC of concrete during concrete pours to ensure that the concrete meets the specification. He is also coordinating with the owner’s material inspection and testing subconsultant.

Project Responsibilities: Lewis will monitor contractor performance to comply with the project design and environmental controls. He will become familiar with the project schedule and sequencing. Lewis will be the single point of contact with the City’s selected materials testing and inspection subconsultant. In addition, he will observe, document, and notify the OSR of any onsite issues, along with managing the non-compliance log, to ensure all compliance issues are resolved.

Wes Brown—Construction Engineer

EXPERIENCE	EDUCATION	REGISTRATIONS
12 years	BS, Mechanical Engineering Walla Walla University	PE in WA #57753

Wes has broad experience in hydroelectric and dam rehabilitation design. He has experience with crane and hoist systems, intake and outlet work, spillways, navigation locks, construction management, contract negotiations, quality assurance/quality control, and root cause and decision-making analysis. He has successfully collaborated with clients to understand their maintenance and operation practices. Wes focuses on the root causes of problems and develops solutions that meet the client’s needs and are practical to implement. Wes is a recognized expert in hydroelectric power generation and appurtenant dam facilities.

Project Responsibilities: Wes will assist with bidder questions, contractor qualifications review, contractor submittals review, gate inspection and repair guidance, and other office and field engineering as described in the QCIP. He will make periodic site visits, as necessary, to provide engineering analysis as questions arise in the field.

Mark Merklein—Structural Design Engineering

EXPERIENCE	EDUCATION	REGISTRATIONS
30 years	MS, Civil Engineering Purdue University	PE in WA #55973

Mark serves as McMillen's Structural Discipline Lead. He brings over 30 years of experience in structural engineering with experience designing hydraulic structures for dams, hydroelectric, heavy civil, and other water resources projects. He has overcome challenges unique to designing and constructing structural components around dams and spillways without impacting operations, such as concrete removal over water, constrained access, underwater construction, and in-water river work. Mark is proficient in structural design that meets industry standards as well as FERC and USACE standards. Recently, he served as the structural lead for the Cowlitz Falls Radial Gates project.

Project Responsibilities: Mark will provide structural engineering services for future design needs focusing on dam safety improvements to the principal spillway including gates, abutment, fuse plug, and/or mechanically stabilized earth walls and/or other hydroelectric facility component rehabilitation.

James Boag—Mechanical Design Engineering

EXPERIENCE	EDUCATION	REGISTRATIONS
20 years	BS, Mechanical Engineering Portland State University	PE in WA #44763

James serves as Principal Mechanical Engineering and Mechanical Engineering Discipline Lead for McMillen. His entire career has been focused on the engineering, construction, and operation of hydroelectric and water control structures. His expertise is utilized in all phases of work. He has designed and rehabilitated multiple mechanical structures related to 100+ spillway gates and gate hoists. He currently serves as Mechanical Technical Oversight for the BRA Sterling C. Robertson Tainter Gate Replacement and Improvements.

Project Responsibilities: James will provide mechanical engineering services for future design needs focused on dam safety improvements to the principal spillway including gates and/or other hydroelectric facility component rehabilitation.

Greg Clark—Civil & Hydraulic Design Engineering

EXPERIENCE	EDUCATION	REGISTRATIONS
29 years	MS, Civil Engineering, University of Arizona	PE in WA #44763

Greg brings a multi-disciplinary perspective with a unique blend of technical expertise in civil, structural, and hydraulic engineering. Greg has analyzed and designed many features associated with dam and gate rehabilitation projects. This work has included the design of newly proposed gates and associated systems, spillways, crane supports, and structural concrete. He has also performed design work to rehabilitate undercut spillways, structural concrete repairs for spillways, and liquefaction mitigation. As a hydraulic engineer, he has focused on localized scour, bridge piers, and abutments at several hydroelectric facilities. Greg is serving as project manager for the Colgate Tunnel and Penstock Outage Construction Management project.

Project Responsibilities: Greg will provide civil and H&H engineering services for future design needs focusing on dam safety improvements to the principal spillway including gates, abutment, fuse plug, and/or mechanically stabilized earth walls and/or other hydroelectric facility component rehabilitation.

3. REFERENCES

McMillen takes great pride in developing long-term relationships with our clients. We invite you to contact our references listed below to speak about their experiences working with McMillen.

Client and Project Name	Reference Contact Information
CVEA; Allison Creek Hydroelectric	Wayne McKinzey, Director of Power Supply 907-835-7015 mckinzey@cvea.org
KRCC/PacifiCorp; Fall Creek Hatchery and Klamath River Renewal Dam Owner Representative	Mark Bransom, CEO 510-679-6929 mark@klamathrenewal.org
Lewis County PUD; Cowlitz Falls Dam Hydro MSA	Joe First, Generation Manager 360-497-5351 joef@lcpud.org

4. FIRM CONTRACTS

Since July 2021, McMillen has executed 260 contracts. We have provided a sampling of those contracts that relate to McMillen’s ability to perform the services needed under the RFQ.

Project Contract Information	Period of Performance	Reference Contact Information
PacifiCorp; Fall Creek Hatchery, CM services (PO #3000144136)	10/2022-04/2024	Mark Bransom, CEO 510-679-6929 mark@klamathrenewal.org
KRCC; Klamath River Renewal Dam Owner Representative, CM services	06/2023-11/2025	Mark Bransom, CEO 510-679-6929 mark@klamathrenewal.org
Brazos River Authority; Sterling C Robertson Dam Tainter Gates Replacement & Improvements, CM services	3/2022-2/2024	John Dickson, Reservoir Manager 254-761-3130 johnd@brazos.org
Lewis County PUD; Cowlitz Falls Dam Sluice Gate Replacement, Design services	5/2022-10/2023	Joe First, Generation Manager 360-497-5351 joef@lcpud.org
Merced Irrigation District; Merced Falls Dam Radial/Tainter Gate Replacement, Design services (PO #16369)	7/2022-6/2023	Tom Duffy, Hydro Maintenance Manager 209-354-2972 tduffy@mercedid.org
Delve Underground/Yuba County Water Agency; Colgate Tunnel Outage, CM services	05/2022-6/2025	Rachel Martin, Principal Engineer 925-839-5374 rmartin@delveunderground.com
Puget Sound Energy; Upper Baker Spillway Stabilization, Dam safety services	2/2023-3/2023	Nate McGowan, Project Manager 253-234-6482 nate.mcgowan@pse.com

5. FIRM CONTRACT TERMINATION

McMillen has not had any contracts terminated for default in the last five years.

August 17, 2023

City of Spokane
Attn: Jeanne L. Finger, PE, Chief Dam Safety Engineer
2701 N. Waterworks Street
Spokane, WA 99212

Subject: Revised Cost Proposal for Construction Management & Engineering Support Services for Upriver Dam Improvements

Dear Ms. Finger

McMillen, Inc. (McMillen) is excited to work with the City of Spokane's (City) Construction Management & Engineering Support Services for Upriver Dam Improvements project (Project). As requested, we have reviewed the Scope of Work as outlined in the RFQ and the two Addenda and have provided the following Cost Proposal. A complete breakdown of costs is provided.

REVISED COST PROPOSAL

Table 1. Revised Cost Proposal

Task	Description	Budget
1.0	Project Start Up	\$9,470
2.0	FERC Coordination and Response	\$12,200
3.0	Bid Solicitation Phase	\$16,780
4.0	Contract Award and Project Kickoff	\$15,950
5.0	Construction Phase	\$340,523
	Project Total	\$394,923

CONCLUSION

If you have any questions or need additional information, please contact Marcus Emmons at 208-342-4214 or marcusemmons@mcmillen.com. We look forward to serving the City on this Project.

Sincerely,

A handwritten signature in blue ink that reads "Marcus Emmons". The signature is fluid and cursive, with the first name "Marcus" and last name "Emmons" clearly legible.

Marcus Emmons

Director of Operations, VP

O: (208) 342-4214, ext. 313 | C: (208) 514-5954

cc Tim Foley and Seth McIntosh

Client Name, Project Name Budget

	Staff	Construction Manager (Foley)	Construction Engineer (Wes Brown)	Design Engineer (Mark, Boag, Clark)	Field Inspector (Lewis)	QCIP Manager (Lee)	Site Safety Personnel (TED)	(Struct.)	(Biologist)	Hours	Total Labor	Airfare	Hotel / Car	Meals	Construction Consultant Fee	Total Expenses	TOTAL
	Rates	\$ 260	\$ 170	\$ 275	\$ 195	\$ 250	\$ 250	\$ 100	\$ 100								
1.0 Project Start Up		28	4	-	4	-	-	-	-	36	\$ 8,740	\$ 450	\$ 180	\$ 100	\$ -	\$ 730	\$ 9,470
Kick Off Meeting		8	4		4					16	\$ 3,540	\$ 450	180	100		\$ 730	\$ 4,270
Contract Negotiations		4								4	\$ 1,040					\$ -	\$ 1,040
Budget Preparation and Maintenance		16								16	\$ 4,160					\$ -	\$ 4,160
										-	\$ -					\$ -	\$ -
2.0 FERC Coordination and Response		-	24	-	16	20	-	-	-	60	\$ 12,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,200
Plan review (QCIP, CPFMA & TCEAP)			16		16	8				40	\$ 7,840					\$ -	\$ 7,840
Review FERC Comments			4			4				8	\$ 1,680					\$ -	\$ 1,680
Incorporate and respond to FERC						8				8	\$ 2,000					\$ -	\$ 2,000
Resubmittal as required			4							4	\$ 680					\$ -	\$ 680
										-	\$ -					\$ -	\$ -
3.0 Bid Solicitation Phase		24	62	-	-	-	-	-	-	86	\$ 16,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,780
Develop and prepare bid documents		16	16							32	\$ 6,880					\$ -	\$ 6,880
Distribute Requests for Bid		8	8							16	\$ 3,440					\$ -	\$ 3,440
Collect Questions and Prepare Response			16							16	\$ 2,720					\$ -	\$ 2,720
Issue Addenda as required			6							6	\$ 1,020					\$ -	\$ 1,020
Assist with Bid Collection			4							4	\$ 680					\$ -	\$ 680
Review and evaluate response			8							8	\$ 1,360					\$ -	\$ 1,360
Develop notice of award			4							4	\$ 680					\$ -	\$ 680
										-	\$ -					\$ -	\$ -
4.0 Contract Award and Project Kickoff		20	32	-	16	-	-	-	-	68	\$ 13,760	\$ 1,350	\$ 540	\$ 300	\$ -	\$ 2,190	\$ 15,950
Prepare the project kickoff agenda		4								4	\$ 1,040	1350	540	300		\$ 2,190	\$ 3,230
Review contractor supplied submittal log			16							16	\$ 2,720					\$ -	\$ 2,720
Attend onsite Kickoff meeting		16	16		16					48	\$ 10,000					\$ -	\$ 10,000
										-	\$ -					\$ -	\$ -
5.0 Construction Phase		232	101	69	866	69	104	-	-	1,442	\$ 308,739	\$ 11,000	\$ -	\$ -	\$ 20,784	\$ 31,784	\$ 340,523
Onsite Inspection services					866					866	\$ 168,870	2700			20784	\$ 23,484	\$ 192,354
Onsite Owner Representative		104								104	\$ 27,019	2900				\$ 2,900	
Onsite Safety Representative							104			104	\$ 25,980	1350				\$ 1,350	
Periodic Site Visits (Const Eng, Design Eng)			69							69	\$ 11,778	1350				\$ 1,350	\$ 13,128
Periodic Site Visits (QCIP Manager)						69				69	\$ 17,320	1350				\$ 1,350	\$ 18,670
Periodic Site Visits (Senior Construction Manager)		96		69						165	\$ 44,012	1350				\$ 1,350	\$ 45,362
Weekly coordination meetings										-	\$ -					\$ -	\$ -
Monthly progress meetings		16	16							32	\$ 6,880					\$ -	\$ 6,880
Preliminary engineering design review meeting		16	16							32	\$ 6,880					\$ -	\$ 6,880
										-	\$ -					\$ -	\$ -
Total Hours		304	223	69	902	89	104	-	-	1,692							
Total Budget		79,019	37,958	19,052	175,890	22,320	25,980	-	-		\$ 360,218.80					\$ 34,704	\$ 394,923



Agenda Sheet for City Council Meeting of:
09/11/2023

<u>Date Rec'd</u>	8/28/2023
<u>Clerk's File #</u>	OPR 2023-0886
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C36438
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	SBO

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	SHAWNA ERNST 370-8534
<u>Contact E-Mail</u>	SERNST@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1620-FY23 BYRNE DISCRETIONARY GRANT AWARD

Agenda Wording
Acceptance of 2023 BJA FY23 Byrne Discretionary Community Project funding that was awarded to the City in August, 2023 in the amount of \$1,317,000.

Summary (Background)
In March, 2023, Spokane Police Department submitted an application for available grant funding; which was subsequently awarded. Funds will be used to procure various pieces of technology equipment and software that will enhance the capabilities of the department. Grant ID# 15PBJA-23-GG-00165-BRND under CFDA#16.753. Grant period 04/01/2023 through 03/31/2025.

Lease? NO	Grant related? YES	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 1,317,000	# 1620-91812-21250-VARIOUS
Revenue	\$ 1,317,000	# 1620-91812-99999-33116
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session\Other</u>	PSCHC 3/6/2023
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	CM Cathcart/Bingle
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	spdfinance	
<u>For the Mayor</u>	JONES, GARRETT	sernst@spokanepolice.org	
<u>Additional Approvals</u>		jclundgren@spokanepolice.org	
<u>Purchasing</u>			
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE		

✓ Award Letter

August 10, 2023

Dear Kevin Schmitt,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SPOKANE POLICE for an award under the funding opportunity entitled 2023 BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is \$1,317,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF SPOKANE POLICE

UEI

KJMWLN3DCAX9

Street 1

1100 W MALLON AVE

Street 2

City

SPOKANE

State/U.S. Territory

Washington

Zip/Postal Code

99260

Country

United States

County/Parish

—

Province

—

 **Award Details****Federal Award Date**

8/10/23

Award Type

Initial

Award Number

15PBJA-23-GG-00165-BRND

Supplement Number

00

Federal Award Amount

\$1,317,000.00

Funding Instrument Type

Grant

Assistance Listing Number **Assistance Listings Program Title**

16.753

Congressionally Recommended Awards

Statutory Authority

Pub. L. No. 117-328, 136 Stat 4459, 4542-4543; 28 USC 530C

 *I have read and understand the information presented in this section of the Federal Award Instrument.***Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title2023 BJA FY 23 Invited to Apply- Byrne
Discretionary Community Project
Funding/Byrne Discretionary Grants Program**Awarding Agency**

OJP

Program Office

BJA

Application Number

GRANT13835510

Grant Manager Name Phone Number

Jeffrey Felten-Green 202-514-8874

E-mail Address

Jeffrey.Felten-Green@usdoj.gov

Project Title

Spokane Police Department Technology Improvement Plan

**Performance Period Start
Date**

04/01/2023

**Performance Period End
Date**

03/31/2025

Budget Period Start Date

04/01/2023

Budget Period End Date

03/31/2025

Project Description

The Spokane Police Department Technology Improvement plan is a series of nine projects with the purpose of improving technology to augment staff, improve outcomes for crime victims, replace antiquated technologies, and improve officer safety. Primary activities include the purchase and implementation of the following: a drive test scanner to validate the results of cellular provider search warrant information, cameras for use by the K9 unit, Special Investigations Unit, Major Crimes Unit, Special Victims Unit, and Corporals, training/conference room technology systems, drones for the Air Support Unit, a communication software for 911 callers and crime victims (SPIDR) which will provide automated information regarding calls for service and investigations as well as surveys to gauge department response and pro-active safety communications, interview room recording system (Axon), digital forensics tools (Cellebrite), technical training, and gunshot detection in the downtown core (EAGL). Expected outcomes include overall technological improvements, a reduction in staff time to accomplish the department's mission, and the implementation of tools that improve officer safety. The service area is predominantly the City of Spokane, with some limited benefits to Eastern Washington as a whole. Intended beneficiaries are individuals/businesses living, working, and operating in the City limits as well as the dispatchers, officers, detectives, and support staff serving the community.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a

condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with

award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain

individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

14

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for

purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

33

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

34

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the

award and not proceed with the agreement in question without further authorization from the OJP program office.

37

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

38

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most

highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

43

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

45

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

46

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

48

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49

The recipient may not expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

50

The recipient may not expend, or draw down any funds under this award until a revised budget, a revised budget narrative, and a revised program narrative that reflect the final award amount have been received and approved by OJP, and an Award Condition Modification (ACM) has been issued removing this condition.

[Load more](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

∨ **Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the

applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	7/27/23 4:41 PM

Authorized Representative



Entity Acceptance

Title of Authorized Entity Official
Accounting Manager

Signed Date And Time

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department																						
Contact Name & Phone	Shawna Ernst - 509-625-4106																						
Contact Email	sernst@spokanepolice.org																						
Council Sponsor(s)																							
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>20 minutes</u>																						
Agenda Item Name	Acceptance of O-BJA-2023-171577: Byrne Discretionary Community Project Funding/Byrne Discretionary Grant Program																						
Summary (Background)	<p>Spokane Police Department received a congressional earmark for \$1,317,000 under the project title "Spokane Police Department Technology Improvement Plan."</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td style="width: 45%;">City of Spokane</td> <td style="width: 35%;">City of Spokane Municipal Court Domestic Violence Intervention Program</td> <td style="width: 20%; text-align: right;">500,000</td> </tr> <tr> <td>Spokane County Sheriff's Office</td> <td>Spokane County Sheriff Helicopter Replacement</td> <td style="text-align: right;">500,000</td> </tr> <tr style="background-color: yellow;"> <td>Spokane Police Department</td> <td>Spokane Police Department Technology Improvement Plan</td> <td style="text-align: right;">1,317,000</td> </tr> <tr> <td>Jacksonville State University</td> <td>Northeast Alabama Sexual Assault Nurse Examiner Program</td> <td style="text-align: right;">500,000</td> </tr> <tr> <td>Town of Fuquay-Varina</td> <td>Continuous Operation Body Camera System</td> <td style="text-align: right;">180,000</td> </tr> <tr> <td>Portage County Adult Probation Department</td> <td>Probationers Offered Work, Empowerment, Re-direction (POWER) Program</td> <td style="text-align: right;">250,000</td> </tr> <tr> <td>Stark County Sheriff's Office</td> <td>Driving Simulator and Body-Worn Cameras</td> <td style="text-align: right;">350,000</td> </tr> </table> <p>The Department is now eligible to apply for the funding via a non-competitive Byrne Discretionary grant, due March 23rd. The funding is for goods and services that align with the project title.</p> <p>The Department proposes using the funding for the following items:</p> <ol style="list-style-type: none"> 1.) Drive Test Scanner: \$152,375.00 (plus taxes) <ol style="list-style-type: none"> a. Description: A drive test scanner tests the cellular network including radio frequencies. For each investigation using cellular data (obtained through cell carrier search warrant), SPD must also test the cellular network to ensure that the data is accurate. This process is key to objective evaluation of cell tower pings and geographic location. SPD currently borrows a scanner from a company out of Arizona and has lengthy wait times in order to ship the device. 		City of Spokane	City of Spokane Municipal Court Domestic Violence Intervention Program	500,000	Spokane County Sheriff's Office	Spokane County Sheriff Helicopter Replacement	500,000	Spokane Police Department	Spokane Police Department Technology Improvement Plan	1,317,000	Jacksonville State University	Northeast Alabama Sexual Assault Nurse Examiner Program	500,000	Town of Fuquay-Varina	Continuous Operation Body Camera System	180,000	Portage County Adult Probation Department	Probationers Offered Work, Empowerment, Re-direction (POWER) Program	250,000	Stark County Sheriff's Office	Driving Simulator and Body-Worn Cameras	350,000
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Portage County Adult Probation Department	Probationers Offered Work, Empowerment, Re-direction (POWER) Program	250,000																					
Stark County Sheriff's Office	Driving Simulator and Body-Worn Cameras	350,000																					

Figure 1: Example of a drive test scanner system



2.) Cameras: \$150,000

- a. Description: This purchase would be for a mix of camera systems included SWIFT pole cameras for our K9 unit, a mix of wireless cameras/video recording for our Special Investigations Unit, and new Canon digital SLR cameras for Corporals/Major Crimes/SVU to photograph crime scenes. Pole cameras for K9 would be used to view areas that are difficult/dangerous to access (attics, crawl spaces) to ensure officer and dog safety. Wireless cameras/videos would be used by the Special Investigations Unit to remotely monitor sensitive situations to ensure safety of confidential informants.

Figure 2: SWIFT pole camera



3.) Training/Conference Rooms: \$150,000

- a. Description: This project would update audio-visual technology in multiple conference rooms and at the Academy. This investment would standardize the department on Microsoft Teams for virtual meetings and would improve the ability to hold training. The current

Academy system was installed by a third party vendor approximately ten years ago.

4.) **Drone Program: \$200,000**

- a. Description: This project would add interior/exterior and long-range drones to the SPD drone program.

From Captain Cowles: The Air Support Unit for the Spokane Police Department provides high quality, high-value support to emergency operations and critical incident response within our region. The members of the unit are highly trained and operate with expectations to meet federal and local regulations in the use of small unmanned aircraft systems, sUAS.

The functions of the sUAS unit are varied. These functions involve flying indoors to locate and de-escalate armed / dangerous persons or to clear locations for search warrants, burglaries, etc. Outdoor flights include assisting officers in finding dangerous subjects, mitigating hazardous conditions, locating missing persons, critical incident command and control, and de-escalating dangerous encounters.

Many of the operations of the sUAS unit require specialized equipment for each operation. For example, an exterior drone can not be used to fly indoors successfully. Technology and aerial systems are constantly evolving and newer equipment provides safer and more effective assistance. sUAS operations often involve inclement weather, dangerous locations, and technology is rapidly changing to provide better and safer service.

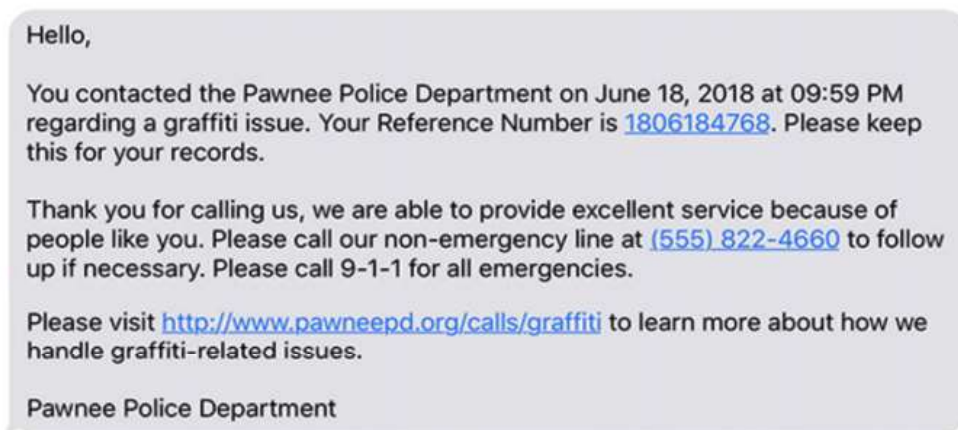
The use of sUAS units is expanding and may replace the use of helicopters and fixed wing aircraft within crowded urban areas. These aircraft require personnel to fly, and subject people to dangerous and unpredictable environments. sUAS eliminate the need to place extremely expensive equipment or people in jeopardy. sUAS provide an inexpensive, safe, and reliable means to provide a wide variety of support to our community: Locating missing persons, protecting vulnerable persons, protecting officers and victims, and providing time, distance, and flexibility to law enforcement service in our area.

5.) **SPIDR Pilot Project: \$99,080 (plus taxes) for 1-year pilot, \$89,080 (plus taxes) for year two.**

- a. Description: SPIDR is a software platform that integrates with Computer Aided Dispatch and Records Management Systems to provide automated messages to citizens – improving SPD’s overall response and reducing workload on officers, detectives, and support staff. There are five modules within the SPIDR platform:
 - i. **Patrol Module:** This module includes a receipt for service that confirms that a 911 or Crime Check call was received and indicates next steps or helpful information. This message can be customized for each call type – for example, for a traffic collision without injury SPIDR can send instructions for exchanging information or moving cars out of the roadway. The caller will receive an additional message if the officer is delayed, and a message when the call has been closed including the outcome of the call.

- ii. **Investigations Module:** This module provides ongoing communication via text message or email regarding an investigation and can be configured by report type. Crime victims receive the first acknowledgment when their police report has been written, and follow-up messaging when their case has been assigned, an arrest has been made, and when the case has been closed.
- iii. **Insights Module:** Insights is a survey that is sent to citizens at the conclusion of the 911 call and/or Investigation. Surveys can be customized to fit the needs of the Spokane community. The Insights module includes a dashboard where survey results can be reviewed and analyzed.
- iv. **Community Engagement Module:** The community engagement module allows the public to opt-in to additional messaging and surveys from the department. Messaging can include information about enforcement actions, but also tips to reduce victimization, and information about community events.
- v. **Portal Module:** The portal module allows for 24/7 on-demand access to case status for victims of crime.

Figure 3: Sample text message from SPIDR



- 6.) **Axon Interview:** \$100,000 (very rough-estimate, formal quote in progress)
 - a. Description: Axon Interview places cameras and microphones in interview rooms to streamline the recording process. Interviews are automatically recorded and saved to a local server, then uploaded to the Axon cloud with date/time/case number metadata. This project would expand on the seven interview rooms currently housed at SPD by adding an additional interview room for polygraph examinations and providing Axon Interview capabilities for Partners with Families and Children so they can more easily manage juvenile interview audio/video.
- 7.) **Cellebrite Digital Forensics Upgrade:** \$151,689.50 (plus taxes)
 - a. Description: This project would increase capacity in the SPD Digital Forensic lab by upgrading to Cellebrite Premium as a service, adding two additional Cellebrite UFEDs (Universal Forensic Extraction Device), and migrating to PathFinder for Teams which will empower detectives to evaluate forensic data for evidentiary purposes.

Cellebrite Premium as a service will allow the department to acquire forensic data from more Android devices than is currently possible with our on-premise Cellebrite Premium. Adding two UFEDs will double the number of extractions that can be performed simultaneously. Digital Forensic evidence continues to grow and the lab needs to grow in order to keep up with demand.

8.) **Technical Training:** \$30,000

a. Description: This project would invest in our current Technical Assistance Response Unit by providing additional training on current technologies and digital forensics. Lab staff would become CCMEs (Cellebrite Certified Mobile Examiners) and would maintain that certification in future years.

9.) **EAGL Gunshot Detection System:** \$150,475.30

a. Description: All remaining funds would be dedicated to the EAGL gunshot detection system project, which is currently funded with \$1.8 million in SIP loan (to be repaid with public Wi-Fi revenues). This additional funding will allow the City to implement gunshot detection over a wider area than possible with the SIP loan.

Proposed Council Action & Date: Approval of project list in order to move forward with the grant application (due March 23rd, 2023).

Fiscal Impact:
 Total Cost: \$1,317,000 (funded by Byrne Discretionary Grant)
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source: WA Association of Sheriffs and Police Chiefs grant

Expense Occurrence One-time Recurring

Recurring expenses include:

- 1.) **Drive Test Scanner:** Replacement plan - \$18,285.00 (ten year replacement cycle + 20% for increased future costs)
- 2.) **Cameras:** Replacement plan - \$18,285.00 (ten year replacement cycle + 20% for increased future costs)
- 3.) **Training/Conference Rooms:** Replacement plan - \$18,285.00 (ten year replacement cycle + 20% for increased future costs)
- 4.) **Drone Program:** Replacement plan - \$44,000 (five year replacement cycle + 10% for increased future costs)
- 5.) **SPIDR Pilot Project:** \$89,080 (plus taxes) annually
- 6.) **Axon Interview:** \$10,000 annually (very rough-estimate, formal quote in progress)
- 7.) **Cellebrite Digital Forensics Upgrade:** \$140,934.82 annually
- 8.) **Technical Training:** Future training costs absorbed into SPD – TARU budget
- 9.) **EAGL Gunshot Detection System:** Future costs paid via Public Wi-Fi revenues

Total recurring expenses: \$338,869.82

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

None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The goal of each project funded by the grant is to improve public safety for persons from all of Spokane, including historically excluded communities. For each specific project, the purchase price will allow us the opportunity to brief Council and provide specific impacts in those briefing papers.

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 each project, we will provide this detail in a briefing paper when we purchase the goods/services.

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

For each project, we will provide this detail in a briefing paper when we purchase the goods/services.

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?

For each project, we will provide this detail in a briefing paper when we purchase the goods/services.



Agenda Sheet for City Council Meeting of:
09/11/2023

Date Rec'd	8/25/2023
Clerk's File #	ORD C36434
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 625-6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1680-CHHS- SBO - CONSOLIDATED HOMELESS GRANT

Agenda Wording

Approval of the SBO to allow the City of Spokane to record the Consolidated Homeless Grant revenue and distribute the awards to sub-recipients.

Summary (Background)

The Department of Commerce awarded new, ongoing funding as part of our Consolidated Homeless Grant (CHG) for Eviction Prevention, HEN FCS bridge, inflationary increases, and local document recording fees.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue	\$ \$3,462,099
Revenue	\$ \$892,263
Revenue	\$ \$225,394
Revenue	\$ \$215,322

Budget Account

#	1540-95659-99999-33442-99999
#	1540-95661-99999-33442-99999
#	1540-95662-99999-33442-99999
#	1540-95658-99999-33442-99999

Approvals

Dept Head	CERCEDES, JENNIFER
Division Director	MCCOLLIM, KIMBERLEY
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	F&A Committee 8/21/2023
Council Sponsor	CMs Bingle & Cathcart

Distribution List

Additional Approvals

Purchasing	
MANAGEMENT & BUDGET	STRATTON, JESSICA
ACCOUNTING - GRANTS	MURRAY, MICHELLE

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	509-625-6055
Council Sponsor(s)	Bingle/Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	SBO – CHG funding
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Commerce awarded new, ongoing funding as part of our Consolidated Homeless Grant (CHG) for Eviction Prevention, HEN FCS bridge, inflationary increases, and local document recording fees.</p> <p>The funding needed in the 2023 budget for the period of July 1, 2023-December 31, 2023 is as follows:</p> <ol style="list-style-type: none"> 1) Increase revenue by \$4,795,078 <ol style="list-style-type: none"> A) Of the increased revenue, \$4,795,078 is provided by the Washington State Department of Commerce (DOC) as part of the Consolidated Homeless Grant (CHG) program. 2) Increase appropriation by \$4,795,078. <ol style="list-style-type: none"> A) Of the increased appropriation, \$321,700 is provided solely for salaries and benefits for the City of Spokane's employees who will be administering the programs. B) Of the increased appropriation, \$267,700 is provided solely for other supplies, services, and equipment required for the administration of the programs. C) Of the increased appropriation, \$4,205,678 is provided solely for contractual services to be provided by the City's sub-recipients to deliver services to the community.
Proposed Council Action	Approval of the SBO to allow the City of Spokane to record the grant revenue
Fiscal Impact	<p>Total Cost: <u>\$4,795,078</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Washington State Department of Commerce Consolidated Homeless Grant</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 (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	Serves homeless and at risk households
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? Either CMIS, or a separate reported process to be determined by Department of Commerce.	

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

Department of Commerce will use submitted data to benchmark the effectiveness of this program.

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 aligns with the 5 year plan to end homelessness.

ORDINANCE NO C36434

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Human Services Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$4,795,078
 - A) Of the increased revenue, \$4,795,078 is provided by the Washington State Department of Commerce (DOC) as part of the Consolidated Homeless Grant (CHG) program.
- 2) Increase appropriation by \$4,795,078.
 - A) Of the increased appropriation, \$321,700 is provided solely for salaries and benefits for the City of Spokane's employees who will be administering the programs.
 - B) Of the increased appropriation, \$267,700 is provided solely for other supplies, services, and equipment required for the administration of the programs.
 - C) Of the increased appropriation, \$4,205,678 is provided solely for contractual services to be provided by the City's sub-recipients to deliver services to the community.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide services to the citizens of Spokane via the Consolidated Homeless Grant program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Stratton, Jessica

From: Duffey, Andrew
Sent: Wednesday, July 19, 2023 11:40 AM
To: Miller, Jacob; Cerecedes, Jennifer; Brown, Skyler; Stratton, Jessica
Cc: Haugen, Erin
Subject: RE: SBO needed

Good morning,
Here is the breakdown for the figures you provided. If you have any questions or concerns please let me know.

Eviction Prevention

1540-95659-65430-51991-99999	224,160
1540-95659-65430-52991-99999	87,840
1540-95659-65430-54992-99999	260,000
1540-95659-65410-54201-99999	2,890,099
1540-95659-99999-33442-99999	(3,462,099)

HEN FCS Bridge

1540-95658-65430-51991-99999	6,970
1540-95658-65430-52991-99999	2,730
1540-95658-65430-54992-99999	7,700
1540-95658-65410-54201-99999	197,922
1540-95658-99999-33442-99999	(215,322)

Inflation Increase (CII)

1540-95661-65410-54201-99999	892,263
1540-95661-99999-33442-99999	(892,263)

Local DRF Support (Commerce HHAA)

1540-95662-65410-54201-99999	225,394
1540-95662-99999-33442-99999	(225,394)

Thanks,
Andrew

From: Miller, Jacob <jmiller@spokanecity.org>
Sent: Wednesday, July 19, 2023 10:54 AM
To: Cerecedes, Jennifer <jcerecedes@spokanecity.org>; Brown, Skyler <sbrown@spokanecity.org>; Stratton, Jessica

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

09/11/2023

Date Rec'd	8/30/2023
Clerk's File #	ORD C36435
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 625-6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1680-CHHS - SBO - ROW INITIATIVE FUNDING

Agenda Wording

Please approve this Special Budget Ordinance to allow the City to receive and spend the Dept of Commerce ROW funding awarded.

Summary (Background)

CHHS has requested the ability accept and disburse Department of Commerce ROW funding for fiscal years 2024 and 2025. This funding is intended to be used for services related to housing and homelessness. The Washington State fiscal year runs from July 1 to June 30 which is why we are recording the FY24 amount listed below in the City of Spokane's 2023 fiscal year, which runs from January 1 to December 31.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ \$2,032,058

Expense \$ \$2,032,058

Select \$

Select \$

Budget Account

1540-95655-99999-33321-99999

1540-95655-65410-54201-99999

#

#

Approvals**Dept Head** CERCEDES, JENNIFER**Division Director** MCCOLLIM, KIMBERLEY**Finance** MURRAY, MICHELLE**Legal** PICCOLO, MIKE**For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing****MANAGEMENT & BUDGET** STRATTON, JESSICA**Council Notifications****Study Session\Other** F&A Committee
8/21/2023**Council Sponsor** CM Bingle & CM Cathcart**Distribution List**

Committee Agenda Sheet

Select Committee Name

Submitting Department	CHHS																														
Contact Name	Jenn Cerecedes																														
Contact Email & Phone	icerecedes@spokanecity.org																														
Council Sponsor(s)	CM Bingle & CM Cathcart																														
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5																														
Agenda Item Name	SBO - Rights of Way (ROW) Initiative Funding																														
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>CHHS has requested the ability accept and disburse Department of Commerce ROW funding for fiscal years 2024 and 2025. This funding is intended to be used for services related to housing and homelessness.</p> <p>The Washington State fiscal year runs from July 1 to June 30 which is why we are recording the FY24 amount listed below in the City of Spokane's 2023 fiscal year, which runs from January 1 to December 31.</p> <p>4. Attachment B "BUDGET" is amended as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Line Item</th> <th style="text-align: center;">FY 23</th> <th style="text-align: center;">FY24</th> <th style="text-align: center;">FY25</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>Trent Shelter</td> <td style="text-align: right;">\$1,818,182</td> <td style="text-align: right;">\$1,500,000</td> <td style="text-align: right;">\$1,500,000</td> <td style="text-align: right;">\$4,818,182</td> </tr> <tr> <td>Rapid Rehousing (Housing Navigators)</td> <td style="text-align: right;">\$596,932</td> <td style="text-align: right;">\$347,325</td> <td style="text-align: right;">\$347,325</td> <td style="text-align: right;">\$347,325</td> </tr> <tr> <td>Diversion Program – United Way</td> <td style="text-align: right;">\$136,364</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$136,364</td> </tr> <tr> <td>Admin</td> <td style="text-align: right;">\$255,147</td> <td style="text-align: right;">\$184,733</td> <td style="text-align: right;">\$184,733</td> <td style="text-align: right;">\$624,613</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$2,806,625</td> <td style="text-align: right;">\$2,032,058</td> <td style="text-align: right;">\$2,032,058</td> <td style="text-align: right;">\$6,870,741</td> </tr> </tbody> </table>	Line Item	FY 23	FY24	FY25	Total	Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182	Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$347,325	Diversion Program – United Way	\$136,364	-	-	\$136,364	Admin	\$255,147	\$184,733	\$184,733	\$624,613	TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741
Line Item	FY 23	FY24	FY25	Total																											
Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182																											
Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$347,325																											
Diversion Program – United Way	\$136,364	-	-	\$136,364																											
Admin	\$255,147	\$184,733	\$184,733	\$624,613																											
TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741																											
Proposed Council Action	Please approve this Special Budget Ordinance to allow the City to receive and spend the funding awarded.																														
Fiscal Impact	<p>Total Cost: <u>\$ 2,032,058</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Department of Commerce ROW funds</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>																														
Operations Impacts (If N/A, please give a brief description as to why)																															
	<p>What impacts would the proposal have on historically excluded communities? These funds are to support housing and services for ROW participants from CAMP HOPE.</p>																														
	<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used to collect data</p>																														

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

CMIS will be used to collect 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?

This proposal aligns with the 5 year strategy to end homelessness

ORDINANCE NO C36435

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Human Services Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$2,032,058
 - A) Of the increased revenue, \$2,032,058 is provided by the Washington State Department of Commerce (DOC) as part of the Rights of Way (ROW) initiative.
- 2) Increase appropriation by \$2,032,058
 - A) Of the increased appropriation, \$2,032,058 is provided solely for contractual services related to housing and homelessness as part of the ROW initiative.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide housing and homelessness assistance to the citizens of Spokane via the Rights of Way program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

09/11/2023

Date Rec'd	8/28/2023
Clerk's File #	ORD C36436
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 625-6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1680-CHHS- SBO FOR EMERGENCY HOUSING FUND GRANT ACCEPTANCE

Agenda Wording

Approval of this Special Budget Ordinance (SBO) to create budget capacity to allow CHHS to accept and disburse funds from WA DOC Emergency Housing Fund.

Summary (Background)

The City of Spokane's CHHS department has been awarded \$3,934,639 through the Washington State Department of Commerce Emergency Housing Fund grant. The purpose of this grant is to maintain current levels of emergency housing services and homeless subsidies.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 3,934,639
 Expense \$ 3,757,489
 Expense \$ 177,150
 Select \$

Budget Account

1540-95660-99999-33321-99999
 # 1540-95660-65410-54201-99999
 # 1540-95660-65410-XXXXX-99999
 #

Approvals

<u>Dept Head</u>	CERCEDES, JENNIFER
<u>Division Director</u>	MCCOLLIM, KIMBERLEY
<u>Finance</u>	MURRAY, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	JONES, GARRETT

Council Notifications

<u>Study Session\Other</u>	PIES Committee 8-28-2023
<u>Council Sponsor</u>	CM Stratton & CM Wilkerson

Additional Approvals

<u>Purchasing</u>	
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Community, Housing & Human Services (CHHS)																																																																																																
Contact Name	Jenn Cerecedes																																																																																																
Contact Email & Phone	509-625-6055																																																																																																
Council Sponsor(s)	CM Stratton & CM Wilkerson																																																																																																
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min																																																																																																
Agenda Item Name	SBO - Emergency Housing Fund Grant																																																																																																
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane's CHHS department has been awarded \$3,934,639 through the Washington State Department of Commerce Emergency Housing Fund grant. The purpose of this grant is to maintain current levels of emergency housing services and homeless subsidies.</p> <p>The City is planning on disbursing the awarded funds to the following organizations in the following amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: right;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%;">Admin (15%)</th> <th style="width: 10%;">Rent</th> <th style="width: 10%;">Facility Support</th> <th style="width: 10%;">Operations</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td><i>Grantee Name</i></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>City of Spokane</td> <td>\$ 78,700.00</td> <td></td> <td></td> <td>\$ 98,450.00</td> <td>\$ 177,150.00</td> </tr> <tr> <td><i>Subgrantee Name(s)</i></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>YWCA</td> <td>\$ 58,000.00</td> <td></td> <td>\$ 134,000.00</td> <td>\$ 291,393.00</td> <td>\$ 483,393.00</td> </tr> <tr> <td>Catholic Charities</td> <td>\$ 27,295.20</td> <td>\$ -</td> <td>\$ 79,948.14</td> <td>\$ 180,218.80</td> <td>\$ 287,462.14</td> </tr> <tr> <td>Volunteers of America</td> <td>\$ 80,018.00</td> <td></td> <td>\$ 121,263.00</td> <td>\$ 518,912.00</td> <td>\$ 720,193.00</td> </tr> <tr> <td>Family Promise</td> <td>\$ 66,827.00</td> <td></td> <td>\$ 25,562.00</td> <td>\$ 579,945.00</td> <td>\$ 672,334.00</td> </tr> <tr> <td>Womens Hearth</td> <td>\$ 52,000.00</td> <td></td> <td>\$ 49,200.00</td> <td>\$ 418,800.00</td> <td>\$ 520,000.00</td> </tr> <tr> <td>Spokane Neighborhood Action Part</td> <td>\$ 5,500.00</td> <td></td> <td>\$ 46,500.00</td> <td></td> <td>\$ 52,000.00</td> </tr> <tr> <td>The Salvation Army</td> <td>\$ 82,210.68</td> <td>\$ 10,587.24</td> <td>\$ 186,800.00</td> <td>\$ 422,508.94</td> <td>\$ 702,106.86</td> </tr> <tr> <td>Truth Ministries</td> <td>\$ 20,000.00</td> <td></td> <td>\$ 110,000.00</td> <td>\$ 190,000.00</td> <td>\$ 320,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td>Total</td> <td>\$ 470,550.88</td> <td>\$ 10,587.24</td> <td>\$ 753,273.14</td> <td>\$ 2,700,227.74</td> <td>\$ 3,934,639.00</td> </tr> </tbody> </table> <p>This grant follows the same requirements and guidelines as two other awards the City of Spokane has received from the Washington State Department of Commerce. These are the Consolidated Homeless Grant (CHG) and System Demonstration Grant (SDG). Allowable activities for CHG, SDG, and the Emergency Housing Fund grant include street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.</p>		Admin (15%)	Rent	Facility Support	Operations	Total	<i>Grantee Name</i>						City of Spokane	\$ 78,700.00			\$ 98,450.00	\$ 177,150.00	<i>Subgrantee Name(s)</i>						YWCA	\$ 58,000.00		\$ 134,000.00	\$ 291,393.00	\$ 483,393.00	Catholic Charities	\$ 27,295.20	\$ -	\$ 79,948.14	\$ 180,218.80	\$ 287,462.14	Volunteers of America	\$ 80,018.00		\$ 121,263.00	\$ 518,912.00	\$ 720,193.00	Family Promise	\$ 66,827.00		\$ 25,562.00	\$ 579,945.00	\$ 672,334.00	Womens Hearth	\$ 52,000.00		\$ 49,200.00	\$ 418,800.00	\$ 520,000.00	Spokane Neighborhood Action Part	\$ 5,500.00		\$ 46,500.00		\$ 52,000.00	The Salvation Army	\$ 82,210.68	\$ 10,587.24	\$ 186,800.00	\$ 422,508.94	\$ 702,106.86	Truth Ministries	\$ 20,000.00		\$ 110,000.00	\$ 190,000.00	\$ 320,000.00						\$ -						\$ -						\$ -	Total	\$ 470,550.88	\$ 10,587.24	\$ 753,273.14	\$ 2,700,227.74	\$ 3,934,639.00
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Proposed Council Action	Approval of this Special Budget Ordinance (SBO) to create budget capacity to allow CHHS to accept and disburse these funds.																																																																																																
Fiscal Impact	Total Cost: <u>\$3,934,639</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department of Commerce Emergency Housing Fund grant																																																																																																

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 purpose of this grant is to serve homeless populations.

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

The City of Spokane's Community Management Information System (CMIS).

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

CMIS

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 the 5 year strategy to end homelessness.

ORDINANCE NO C36436

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Human Services Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$3,934,639.
 - A) Of the increased revenue, \$3,934,639 is provided by the Washington State Department of Commerce's (DOC) Emergency Housing Fund grant.
- 2) Increase appropriation by \$3,934,639.
 - A) Of the increased appropriation, \$3,757,489 is provided solely for contractual services to be provided by the City's selected sub-grantees to deliver emergency housing services and homeless subsidies to the community.
 - B) Of the increased appropriation, \$177,150 is provided solely for the City of Spokane's administrative costs related to the management and disbursement of funding to sub-grantees of the Emergency Housing Fund grant.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to maintain the City of Spokane's current levels of emergency housing services and homeless subsidies as part of the Emergency Housing Fund grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

09/11/2023

<u>Date Rec'd</u>	8/28/2023
<u>Clerk's File #</u>	ORD C36437
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	KEVIN PICANCO 509-625-6088
<u>Contact E-Mail</u>	KPICANCO@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	4250-ICM-SBO FOR MAPLE ST. BRIDGE DECK REPAIR

Agenda Wording
 Approval of this SBO so ICM can receive and spend awarded grant funding and expedite this bridge repair project.

Summary (Background)
 Integrated Capital Management (ICM) applied for and received grant funding from the Washington State Department of Transportation (WSDOT) Local Bridge grant program in order to repair the bridge deck surface of the Maple Street bridge. Requesting ability to accelerate expenditure and revenue budget for the Maples St. Bridge Deck Repair project to 2023. Project was originally budgeted for 2025 construction but has been expedited to 2023 to be completed ahead of schedule.

Lease? NO	Grant related? YES	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue	\$ 5,004,517	# 3200-95164-99999-33320-86108
Expense	\$ 5,004,517	# 3200-95164-95300-56501-86108
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>Study Session\Other</u>	PIES Committee 8-28-2023
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	CP Kinnear & CM Bingle
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	JONES, GARRETT		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA		
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM – Public Works
Contact Name	Kevin Picanco
Contact Email & Phone	kpicanco@spokanecity.org 509-625-6088
Council Sponsor(s)	CP Kinnear and CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO - Maple St Bridge Deck Repair
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Integrated Capital Management (ICM) applied for and received grant funding from the Washington State Department of Transportation (WSDOT) Local Bridge grant program in order to repair the bridge deck surface of the Maple Street bridge.</p> <p>The Local Bridge grant program is focused on preserving and improving the condition of City-owned bridges that are physically deteriorated or structurally deficient. Preservation and improvements include replacement, rehabilitation, and/or systematic preventative maintenance.</p> <p>The construction work was originally budgeted to begin in 2025 but the project has been expedited to begin in 2023 so that the work will be completed in advance of the Washington and Stephens bridges construction planned for 2024.</p> <p>This SBO will move the budget forward from 2025 to 2023 and adjust the expenditure and revenue amounts based on recent bid values and additional secured grant funding for the project. The 2023 expenditure increase is \$5,004,517 with a corresponding grant-funded revenue increase of \$5,004,517.</p>
Proposed Council Action	Approval of this SBO so ICM can receive and spend awarded grant funding and expedite this bridge repair project.
<p>Fiscal Impact Total Cost: <u>net zero; \$5,004,517 expenditure, \$5,004,517 revenue (Local Bridge grant – Fed-aid)</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WSDOT Local Bridge Grant (Fed-aid)</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community,</p>	

and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N /a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This project is consistent with our adopted six-year programs as well as the annual budget.

ORDINANCE NO C36437

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Arterial Street Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Arterial Street Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$5,004,517
 - A) Of the increased revenue, \$5,004,517 is provided by grant funding from the Washington State Department of Transportation's (WSDOT) Local Bridge program.
- 1) Increase appropriation by \$5,004,517
 - A) Of the increased appropriation, \$5,004,517 is provided solely for the construction of fixed assets for the Maple St. Bridge Deck Repair project.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funding from the WSDOT Local Bridge program for the Maple St. Bridge Deck Repair project, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
09/11/2023

<u>Date Rec'd</u>	8/28/2023
<u>Clerk's File #</u>	ORD C36438
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	SHAWNA ERNST 370-8534
<u>Contact E-Mail</u>	SERNST@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	1620-SBO FOR FY23 BYRNE GRANT

Agenda Wording
Special budget ordinance to appropriate revenues and expenditures for recently awarded BJA FY23 Byrne Discretionary project funding.

Summary (Background)
Spokane Police Department was awarded \$1,317,000 under award #15PBJA-23-GG-00165-BRND to be used for procurement of technology equipment and software.

Lease? NO	Grant related? YES	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 1,317,000	# 1620-91812-21250-VARIOUS
Revenue	\$ 1,317,000	# 1620-917812-99999-33116
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u>	PSCHC 08/28/2023
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	CM Cathcart/Bingle
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	spdfinance	
<u>For the Mayor</u>	JONES, GARRETT		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>		STRATTON, JESSICA	
<u>ACCOUNTING - GRANTS</u>		MURRAY, MICHELLE	

ORDINANCE NO C36438

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,317,000.
 - A) Of the increased revenue, \$1,317,000 is provided by the Department of Justice through their FY23 Byrne Discretionary Community Project Funding Grants Program.

- 2) Increase appropriation by \$1,317,000.
 - A) Of the increased appropriation, \$1,317,000 is provided solely for procurement of technology and equipment related to public safety.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create budget capacity for Dept. of Justice grant funding that has been awarded to the City of Spokane to improve the criminal justice system, prevent juvenile delinquency, and assist victims of crime, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org 625-4106
Council Sponsor(s)	Councilmembers Bingle and Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO for Byrne Discretionary Community Project grant award
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In March, 2023, the Spokane Police Department (SPD) applied for and was subsequently awarded \$1,317,000 in funding from the Dept. of Justice under the funding opportunity entitled 2023 Bureau of Justice Assistance (BJA) FY23 Byrne Discretionary Community Project Funding Grants Program.</p> <p>The program is intended to improve the functioning of the criminal justice system, prevent or combat juvenile delinquency, and to assist victims of crime (cannot be direct compensation to victims).</p> <p>This funding will be used to procure and implement various information technology (IT)-related initiatives that will enhance the capabilities of the Police department.</p> <p>This Special Budget Ordinance (SBO) is required in order to create budget capacity for grant revenues and expenses.</p>
Proposed Council Action	Approval of this SBO during the September 18 th , 2023 Council Meeting so SPD can receive and spend the awarded funding.
Fiscal Impact	<p>Total Cost: <u>1,317,000</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Dept. of Justice grant award</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>The goal of each project funded by the grant is to improve public safety for persons from all of Spokane, including historically excluded communities. For each specific project, the purchase price will allow us the opportunity to brief Council and provide specific impacts in those briefing papers.</p>
	<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>

For each project, we will provide this detail in a briefing paper when we purchase the goods/services.

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

For each project, we will provide this detail in a briefing paper when we purchase the goods/services.

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?

For each project, we will provide this detail in a briefing paper when we purchase the goods/services.

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

09/11/2023

Date Rec'd

8/29/2023

Clerk's File #

RES 2023-0077

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**COUNCIL MEMBER X6257
CATHCART**Project #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - MONROE STREET BRIDGE CPTED AUDIT RESOLUTION

Agenda Wording

A resolution requesting a Crime Prevention Through Environmental Design (CPTED) audit of the Monroe Street Bridge.

Summary (Background)

It is essential to identify potential measures to address safety and suicide concerns while preserving the historic feel and architectural integrity of the Monroe Street Bridge. The City Council is committed to ensuring the necessary resources are allocated to address the safety and suicide concerns on the Monroe Street Bridge while preserving its historic integrity.

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

07/17/23 Finance

Division Director**Council Sponsor**Cathcart, Bingle, and
Wilkerson**Finance****Distribution List****Legal**

mcathcart@spokanecity.org

For the Mayor

sblackwell@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org
Council Sponsor(s)	Cathcart, Bingle, and Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Monroe Street Bridge CPTED Audit
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>A resolution requesting a Crime Prevention Through Environmental Design (CPTED) audit of the Monroe Street Bridge. The Monroe Street Bridge is known as a place where people chose to attempt to take their own lives and 2005 - 2015 there were a reported 210 calls involving attempted or completed suicides on the Monroe Street Bridge. Since 2015 there have been a comparable number of calls for emergency responders to the bridge to assist people on the Monroe Street Bridge.</p>
Proposed Council Action	July 31, 2023
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
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: Click or tap here to enter text.	
Expense Occurrence <input 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?	
Demographics show that Riverside, Peaceful Valley and West Central neighborhoods fall well below the Citywide Median Household Income. Additionally, all three neighborhoods have a significant number of renter households – between 10-50% more than the Citywide Average. The Monroe Street Bridge connects these three neighborhoods which deserve safe routes of passage as much as the rest of the community.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Data from calls for service will be made available and can be briefed at future PSCHC meetings.	

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

Data from calls for service will be made available and can be briefed at future PSCHC meetings.

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 City's 2023 legislative priorities included a request for state funding of design studies and options for suicide prevention barriers on the on the Monroe Street Bridge, which funding request was not granted. The City Council is committed to ensuring the necessary resources are allocated to address the safety and suicide concerns on the Monroe Street Bridge while preserving its historic integrity.

RESOLUTION NO. 2023-0077

A resolution requesting a Crime Prevention Through Environmental Design (CPTED) audit of the Monroe Street Bridge.

WHEREAS, the Spokane Monroe Street Bridge stands as an iconic symbol of Spokane's rich history and architectural heritage, attracting visitors from near and far; and

WHEREAS, the historic Monroe Street Bridge was initially constructed in 1911 and designed by city engineer John Chester Ralston, and at the time of its completion was the largest concrete arch bridge in the United States; and

WHEREAS, the Monroe Street Bridge also is known as a place where people chose to try to take their own lives, and between 2005 and 2015, there were a reported 210 calls involving attempted or completed suicides on the Monroe Street Bridge, and since 2015 there have been a comparable number of calls for emergency responders to the bridge to assist people on the Monroe Street Bridge; and

WHEREAS, the City's 2023 legislative priorities included a request for state funding of design studies and options for suicide prevention barriers on the Monroe Street Bridge, which funding request was not granted; and

WHEREAS, certain areas of the bridge, particularly its distinctive alcoves, have become conducive to illicit activities, posing a threat to public safety and the well-being of the Spokane community; and

WHEREAS, it is essential to preserve the historic feel and architectural integrity of the Monroe Street Bridge while identifying potential measures to address safety and suicide concerns; and

WHEREAS, the City Council is committed to ensuring the necessary resources are allocated to address the safety and suicide concerns on the Monroe Street Bridge while preserving its historic integrity; and

WHEREAS, Crime Prevention Through Environmental Design (CPTED) is an internationally recognized technique for promoting visually pleasing solutions that aim to enhance the legitimate use of both public and private spaces.

NOW, THEREFORE, BE IT RESOLVED that the City Council requests the Mayor direct

that a comprehensive review of the Spokane Monroe Street Bridge by qualified professionals, including Spokane Police, engineers, and others with expertise in historic preservation and urban safety, to include Crime Prevention Through Environmental Design (CPTED) review and the other matters, including::

- Identifying potential design modifications and enhancements that discourage criminal activities, particularly within the alcoves, while ensuring the preservation of the bridge's historic character; and
- Recommendations such as improved lighting, changes to the layout, surveillance cameras, strategic landscaping, and other measures that align with the principles of crime prevention through environmental design and enhance pedestrian safety;
- Specific measures to prevent suicide attempts on the Monroe Street Bridge; and
- Any other considerations consistent with a comprehensive CPTED review.

BE IT FURTHER RESOLVED the City Council acknowledges the need to strike a balance between ensuring public safety and maintaining the bridge's historical significance, and therefore requests that any proposed design modifications arising from the CPTED reviews be sensitive to the bridge's architectural features, materials, and overall aesthetic, aiming for seamless integration of crime prevention measures; and

BE IT FURTHER RESOLVED that the City Council requests the CPTED review be completed as soon as practical, but no later than January 1, 2024, and urges the relevant departments and agencies to create and present to the City Council a plan and budget based on the recommended design modifications and enhancements.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/11/2023

Date Rec'd

8/25/2023

Clerk's File #

RES 2023-0078

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

CHRIS JOHNSON 625-6074

Project #**Contact E-Mail**

CEJOHNSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0410 - TREASURY - SIP LOAN/PARKS ZAMBONI PURCHASE

Agenda Wording

Approval of a SIP loan to provide financing for Parks to purchase an all-electric Zamboni 450 for long-term ice surfacing capability which will stabilize ice ribbon revenues and operations.

Summary (Background)

The City of Spokane Parks Department's, Numerica Ice Staking Ribbon, ice surface is currently maintained by an outdated 2012 Olympia brand resurfacing machine. The cost of maintenance and repairs of the Olympia machine are continually increasing and downtime is costing significant daily revenue loss during the four month ice skating season.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

F&A Committee

8/21/2023

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson & CP

Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

JONES, GARRETT

Additional Approvals**Purchasing**

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u> 5 Min </u>
Agenda Item Name	SIP Loan – Parks Department – Zamboni Purchase
Summary (Background)	The City of Spokane Parks Department’s, Numerica Ice Staking Ribbon, ice surface is currently maintained by an outdated 2012 Olympia brand resurfacing machine. The cost of maintenance and repairs of the Olympia machine are continually increasing and downtime is costing significant daily revenue loss during the four-month ice skating season. This SIP loan provides financing for Parks to purchase an all-electric Zamboni 450 for long-term ice surfacing capability which will stabilize ice ribbon revenues and operations.
Proposed Council Action & Date:	N/A
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: Revenue and operational stabilization of Numerica Ice Ribbon.	
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, WASHINGTON

ZAMBONI REPLACEMENT PROJECT

**LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2023 (TAXABLE)**

RESOLUTION NO. 2023 – 0078

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$172,911.55 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of a Zamboni 450 ice resurfacing machine for the Ice Skating Ribbon; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED SEPTEMBER 11, 2023

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON
ZAMBONI REPLACEMENT PROJECT
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2023 (TAXABLE)
RESOLUTION NO. 2023-[____]

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2023 – 0078

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$172,911.55 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of a Zamboni 450 ice resurfacing machine for the Ice Skating Ribbon; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the Parks and Recreation Department (the “**Parks Department**”) of the City of Spokane (the “**City**”) owns and operates a year-round outdoor multipurpose skating facility located in Riverfront Park, known as the Numerica Skate Ribbon, which is open during winter months for ice skating (the “**Ice Skating Ribbon**”); and

WHEREAS, the condition of the ice surface on the Ice Skating Ribbon is important for providing a safe skating experience and without proper conditioning the Ice Skating Ribbon must close; and

WHEREAS, the Ice Skating Ribbon is currently maintained by a single Olympia brand ice resurfacing machine (the “**Olympia Ice Machine**”) which was built in 2012, was designed for flat indoor surfaces, and is in need of annual repairs causing unexpected closures and loss of revenue for the Ice Skating Ribbon; and

WHEREAS, the Parks Department desires to purchase a new ice resurfacing machine and retain the Olympia Ice Machine as a back-up in an effort to improve the quality of the ice surface on the Ice Skating Ribbon and to ensure sufficient redundancy is in place to avoid unplanned closures; and

WHEREAS, pursuant to section 07.06.175A of the Spokane Municipal Code, the City’s goal is to ensure 100% of City owned or leased vessels, vehicles and construction equipment shall be fueled by electricity or biofuel by 2030; and

WHEREAS, the Zamboni 450 ice resurfacing machine (the “**Zamboni**”) is an all-electric unit capable of providing superior ice maintenance outdoors, adaptability to the Ice Skating Ribbon design, and has been recommended by an ice skating facility consultant; and

WHEREAS, pursuant to a resolution adopted by the Parks Department’s Board of Directors (the “**Park Board**”) in August 2023, the Park Board approved the purchase of the Zamboni in the approximate amount of \$156,295 plus applicable taxes and loan fees (the “**Zamboni Replacement Project**”); and

WHEREAS, to provide a portion of the funds necessary for the Zamboni Replacement Project, the City Council of the City (the “**City Council**”) hereby authorizes an interfund loan from the Spokane Investment Pool (“**SIP**”) to the Asset Management Fund (the “**Project Fund**”), repayable with interest over a five-year period from the date of issuance of the interfund loan; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of the Zamboni; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure the interfund loan obligation to the SIP with a bond issued by the City; and

WHEREAS, the City now desires to issue its Zamboni Replacement Project Limited Tax General Obligation Bond, Series 2023 (Taxable) in the aggregate principal amount of not to exceed \$172,911.55 to secure an interfund loan from the Spokane Investment Pool to the Project Fund to finance the Zamboni Replacement Project.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund or **Project Fund** means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Zamboni Replacement Project.

Bond means the City of Spokane Zamboni Replacement Project Limited Tax General Obligation Bond, Series 2023 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed \$172,911.55, to establish and secure the interfund loan facility authorized herein.

Bond Owner or **Registered Owner** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Zamboni Replacement Project means the acquisition of the Zamboni in the approximate amount of \$156,295 plus applicable taxes and loan fees as specified and adopted in Section 3 of this Resolution.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means, for the purpose of this Bond, the rate of 4.47%.

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The Park Board previously identified the need for and approved the purchase of the Zamboni in the approximate amount of \$156,295 plus applicable taxes and loan fees (the “**Zamboni Replacement Project**”). The City hereby approves such Zamboni Replacement Project. The Zamboni Replacement Project will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BOND.

To finance the costs of the Zamboni Replacement Project, the City shall issue a single taxable limited tax general obligation bond of the City to the SIP in the principal amount of not to exceed \$172,911.55 for the series 2023 bond (the “**Bond**”) to establish and secure an interfund loan facility with the SIP of not to exceed \$172,911.55. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$172,911.55, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing June 1, 2024. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized over a period of not to exceed five (5) years from the date of issuance to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

SECTION 5. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Parks Department for the

capital acquisition purposes of the Zamboni Replacement Project and on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of the Zamboni Replacement Project and to pay the costs of issuing the interfund loan secured by the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “**Project Fund**”). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of costs of the Zamboni Replacement Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit legally available funds into the Project Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled

to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

R- _____ UNITED STATES OF AMERICA \$172,911.55

STATE OF WASHINGTON
CITY OF SPOKANE
ZAMBONI REPLACEMENT PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2023 (TAXABLE)

INTEREST RATE: 4.47%

MATURITY DATE: June 1, 2028

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: ONE HUNDRED SEVENTY TWO THOUSAND NINE HUNDRED ELEVEN AND 55/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2023-[____], adopted by the City Council on September 11, 2023 (the "Bond Resolution"), to establish and secure an interfund loan to pay the costs of acquiring the Zamboni (the "Zamboni Replacement Project"). Capitalized terms

not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution. This Bond is prepayable upon demand of the SIP.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2023.

CITY OF SPOKANE, WASHINGTON

By _____ /s/_____
Mayor

ATTEST:

_____/s/
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2023

This bond is the Zamboni Replacement Project Limited Tax General Obligation Bond, Series 2023 (Taxable) of the City dated _____, 2023 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____/s/

SECTION 11. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 11th day of September, 2023.

CITY OF SPOKANE
Spokane County, Washington

Lori Kinnear, Council President

ATTEST:

Clerk

Mayor Nadine Woodward

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel

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

09/11/2023

Date Rec'd

8/25/2023

Clerk's File #

ORD C36439

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

CHRIS JOHNSON 625-6074

Project #**Contact E-Mail**

CEJOHNSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0410 - TREASURY - BUSINESS REGISTRATION FEE - ANNUAL REVIEW

Agenda Wording

Annual Review of Business Registration Fee amount of SMC 08.02.0206

Summary (Background)

Annual Review of Business Registration Fee amount of SMC 08.02.0206

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

F&A Committee

8/21/2023

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson & CP

Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

JONES, GARRETT

Additional Approvals**Purchasing**

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 Min</u>
Agenda Item Name	Business Registration Fee - Annual Review
Summary (Background)	Annual Review of Business Registration Fee amount per SMC 08.02.0206.
Proposed Council Action & Date:	N/A
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: Revenue generating via license fee increase.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

ORDINANCE NO. C36439

An ordinance providing an increase in City business registration fees; amending SMC Section 08.02.0206(A) and 08.02.0206(B) of the Spokane Municipal Code.

WHEREAS, section 08.02.0206(K) of the Spokane Municipal Code provides for an annual review to make adjustment in business registration fees; and

WHEREAS, the annual fee adjustment amount is based on the previous years' increase in the Consumer Price Index (CPI); and

WHEREAS, the CPI figures for July – July (CPI-U = 3.2%; CPI-W = 2.6%) would result in a 3.1% increase in the basic registration fee.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC Section 08.02.0206 of the Spokane Municipal Code is amended as follows:

Section 08.02.0206 Business Registrations

- A. A regular business registration fee is one hundred twenty-seven dollars (~~(\$120)~~ (\$127) per twelve-month period. Beginning on January 1, (~~(2023)~~ 2024), the regular business registration basic fee shall be one hundred thirty-one (\$131) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred twenty-seven dollars (~~(\$120)~~ (\$127) dollars per twelve-month period. Beginning on January 1, (~~(2023)~~ 2024), the basic fee for a nonresident business registration shall be one hundred thirty-one (\$131) per twelve-month period.
- C. In addition to the basic registration fee, each business registrant must pay an additional fee of \$15 per unit per license year subject to the exception in subsection (F) of this section.
- D. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):

1. Businesses with fewer than six personnel in total: Ten dollars per person.
 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- E. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 08.01 SMC.
- F. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.
- G. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel fees.
- H. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- J. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- K. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the business registration fee set forth in this section may be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the proposed adjusted

fees shall be presented to the City Council for approval by ordinance and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee started in SMC 08.02.0206(C).

L. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.

M. ~~((For initial business registrations filed from the effective date of this section until December 31, 2022, the business registration fee stated in SMC 08.02.0206(A) and the personnel fee stated in SMC 08.02.0206(C) are each reduced by 50%.))~~

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/11/2023

Date Rec'd

7/28/2023

Clerk's File #

ORD C36440

Renews #**Submitting Dept**

SOLID WASTE COLLECTION

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4500 REVISION OF ORDINANCES 13.02 & 10.70

Agenda Wording

Revision of Ordinances 13.02.0310 Collection Schedule-Container Placement Deadlines and 10.70.040 Exemptions to adjust Solid Waste Collection residential and commercial routes to start one hour earlier than currently stated.

Summary (Background)

The Department of Labor & Industries has made recent changes in the rules surrounding employee exposure to ambient heat and wildfire smoke. Solid Waste Collection field employees spend a considerable amount of time outside of their trucks during the day. This revision would allow the flexibility for routes to start one hour earlier, as deemed necessary, for increased employee safety and operational efficiency.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 7/24/2023

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Council Sponsor

CP Kinnear & CM Stratton

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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Collection
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org / 509.625.6540
Council Sponsor(s)	CM Kinnear & CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Revision of Ordinance 13.02 & 10.70
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Requesting a revision of Ordinances <i>13.02.0310 Collection Schedule – Container Placement Deadlines</i> and <i>10.70.040 Exemptions</i> to allow the Solid Waste Collection Department to change residential and commercial route start times to one hour earlier than stated in the current ordinance.</p> <p>This request is in the interest of employee safety and recent changes to the Department of Labor & Industry’s rules addressing outdoor ambient heat and wildfire exposure. Exposure to high temperatures and wildfire smoke adds to an already physically demanding occupation. All field employees, especially those assigned to rear-load routes, spend a considerable amount of time outside of their trucks during the day, whether it is to move dumpsters, pick up extra trash, or perform pre-trip and post-trip inspections.</p> <p>As a trial this summer, the department moved start times up by 30 minutes, while staying within the rules outlined by the current ordinance. Revising this ordinance will give flexibility moving forward to start routes an hour earlier, improving operational efficiencies and reducing employee exposure to high temperatures and poor air quality during the worst part of the day.</p>
Proposed Council Action	Approval of Requested Ordinance Revisions
Fiscal Impact Total Cost: <u>n/a</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <u>n/a</u> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>n/a</u>	

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

n/a

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

The department keeps monthly reports for on-job injuries and accidents/incidents resulting in property damage. The data collected during the hottest and/or smokiest months of the year can be reviewed and compared to previous years to see if injuries and accidents/incidents have been reduced. Overtime can be monitored to determine if there is a decline related to the earlier start times.

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 aligns with the City's Safety & Risk Management Department's rules/policies which were written to meet the requirements of Washington Administrative Codes (WAC):

Wildfire Smoke Exposure – Emergency Rule (implemented on 7/23/2021)

Outdoor Heat Exposure – Emergency Rule (implemented on 06/01/2021)

ORDINANCE NO. C36440

AN ORDINANCE relating to Noise Control, amending SMC section 13.02.0310, to chapter 13.02, and amending SMC section 10.70.040 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, per new emergency rules adopted by Washington State Department of Labor & Industries under WAC 296-62-09510, the City needs to adjust the timing for Solid Waste Collection activities;

- - Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 13.02.0310 is amended to read as follows:

13.02.0310 Collection Schedule – Container Placement Deadlines

A. Collection services are scheduled in three work shifts:

1. Night Schedule.

Collection occurs after ten p.m. until six-thirty a.m. of the collection day.

- a. For purposes of reference, the collection day for night service is reckoned as that calendar day that starts before midnight, although the night shift actually continues into a new calendar day after midnight.
- b. Night schedule is primarily for the central city collection area.
- c. Some containers are placed out in right-of-way areas for collection.
- d. The deadline for container placement for pickup is eight p.m.
- e. After collection, containers must be returned to their regular storage area promptly, but no later than seven a.m. or two hours after collection by the department, whichever occurs last.
- f. The above rules apply to both refuse and recycling containers.

2. Early Day Schedule.

Collection occurs any time after ((six)) five a.m. of the collection day.

- a. Early day schedule is primarily for commercial container customers outside the central city collection area.

- b. The deadline for all commercial container placement for pickup is ((six)) five a.m.
- c. After collection, containers must be returned to their storage area promptly, but no later than two hours after collection by the department.
- d. The above rules apply to both refuse and recycling containers.

3. Regular Day Schedule.

Regular day schedule is primarily for residential automated cart customers outside the central city collection area.

- a. The deadline for container placement for pickup is ((seven)) six a.m.
- b. Collection occurs any time after ((seven)) six a.m. of the collection day.
- c. After collection, containers not regularly stored at the container pickup location must be removed from the pickup location and returned to their regular storage area, out of general curbside, sidewalk or pickup area visibility promptly, but no later than nine p.m. in the evening of the collection day.

B. Collection times for recycling are the same as general mixed solid waste, unless different specific arrangements are made with the customer, except residential recycling customers (single-family and multi-unit dwellings) served by the night schedule for general solid waste will receive early day service for recycling pickup.

- 1. Said residential customers must have recycling containers at the collection pickup location no later than ((seven)) six a.m. of the collection day.
- 2. All containers must be removed from the curb by nine p.m. in the evening of the collection day.

Section 2. That SMC section 10.70.040 is amended to read as follows:

10.70.040 Exemptions

- A. The City exempts from the provisions of this chapter those sounds set forth in WAC 173-60-050 unless otherwise specially prohibited under this chapter.
- B. Activities which receive a special event permit under [chapter 10.39 SMC](#) and provided the provisions of SMC 10.70.110 are met.

C. Sounds created by the official operation of public safety emergency equipment, and Solid Waste Collection activities per SMC 13.02.0310.

Section 3. Effective Date.

PASSED BY THE CITY COUNCIL ON _____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date