

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 25, 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 25, 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: 2493 541 7817; 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 25, 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 Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during public testimony on legislative items (two minutes for open forum)!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.

- C. Each person speaking in a public Council meeting shall verbally identify themselves by true first and last name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 25, 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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

- | | | |
|--|------------------------|---|
| <p>1. Multiple Family Housing Property Tax Exemption Conditional Agreements with:</p> <ul style="list-style-type: none"> a. Pavel Semenikhin & Leighe-Ana Williams, for the future construction of approximately 4 units, at Parcel Number 35341.1125, commonly known as 3925 E. 32nd Avenue. (Council Sponsors: Council President Kinnear and Council Member Wilkerson) b. Ajit Singh & Hardish Singh Khinda, for the future construction of approximately 9 units, at Parcel Numbers 35053.3608 & 35053.3609, commonly known as 3134 N. Stuart Street. (Council Sponsors: Council Members Bingle and Cathcart) | <p>Approve
All</p> | <p>OPR 2023-0972</p> <p>OPR 2023-0973</p> |
|--|------------------------|---|

- c. **Ajit Singh & Hardish Singh Khinda, for the future construction of approximately 6 units, at Parcel Number 35053.3615, commonly known as 18 E. Liberty Avenue. (Council Sponsors: Council Members Bingle and Cathcart)** **OPR 2023-0974**

The Conditional Agreements will ultimately result in the issuance of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Amanda Beck

- 2. **Grant Award from the Office of Justice Programs-Office for Victims of Crime to provide Domestic Violence Intervention Treatment through April 30, 2026—\$500,000. (Relates to Special Budget Ordinance C36442) (Council Sponsors: Council President Kinneer and Council Member Wilkerson)** **Approve** **OPR 2023-0975**

Sarah Thompson

- 3. **Five-year Contract with Waste Connections (Vancouver, WA) for the transportation and disposal of incinerator ash from the Waste to Energy Facility beginning November 17, 2023—anticipated annual cost approximately \$4,500,000. (Council Sponsor: Council President Kinneer)** **Approve** **OPR 2023-0976**
RFP 5817-23

Chris Averyt

- 4. **Washington State Department of Ecology Agreement No. WCQ-2023-Spokane-00120 for a grant award with match requirement to perform a TAPE Project for Wastewater Management—\$67,011. (Council Sponsor: Council President Kinneer)** **Approve** **OPR 2023-0977**

Trey George

- 5. **Value Blanket with ATS Inland Northwest, LLC (Spokane Valley, WA) for the standardized purchase of HVAC equipment, parts, sensors, control systems, and other HVAC system components—\$500,000. (Council Sponsor: Council Member Stratton)** **Approve** **OPR 2023-0978**

Dave Steele

- 6. **Contracts with ATS Inland Northwest, LLC (Spokane Valley, WA) for:** **Approve**
 - a. **the standardized purchase of HVAC equipment and the installation, maintenance, and servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components—\$300,000.** **OPR 2023-0979**

- b. the standardized purchase of HVAC maintenance service—\$300,000 annually. OPR 2023-0980
(Council Sponsor: Council Member Stratton)
Dave Steele
- 7. Public Works Contract with T.W. Clark Construction, LLC (Spokane Valley, WA) for the wastewater building office expansion from November 1, 2023, through October 31, 2025—\$865,080 (plus tax, if applicable). Approve OPR 2023-0981
(Council Sponsor: Council Member Stratton)
Dave Steele
- 8. Purchase of used undercover vehicle for the Police Department’s Tactical Operations Team—not to exceed \$40,000 (incl. tax and commissioning). Approve OPR 2023-0983
(Council Sponsor: Council Member Stratton)
Rick Giddings
- 9. Report of the Mayor of pending: Approve & Authorize Payments
 - 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 \$_____ CPR 2023-0002
 - b. Payroll claims of previously approved obligations through_____, 2023: \$_____ CPR 2023-0003
- 10. City Council Meeting Minutes: _____, 2023. Approve CPR 2023-0013

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36442 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:

Miscellaneous Grants Fund

1) Increase revenue by \$500,000.

A) Of the increased revenue, \$500,000 is provided by congressional designation for domestic violence intervention treatment.

2) Increase appropriation by \$500,000.

A) Of the increased appropriation, \$500,000 is provided solely for professional services.

(This action arises from the need to accept the congressionally designated award for DVIT.) (Relates to Consent Agenda Item No. 2) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

Sarah Thompson

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36443 Amending the specific type of police vehicles allowed to be procured and commissioned as sited in Ordinance C36249 that was passed by the council on August 1, 2022, and declaring an emergency. (Council Sponsors: Council President Kinnear and Council Member Cathcart)
Rick Giddings

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0079 (To be considered under Hearings Item H1.)

RES 2023-0080 Calling for an independent investigation into the allegations made against former City Administrator Johnnie Perkins, as well as the process of review by City leadership and the alleged violations of City policy. (Council Sponsors: Council Members Zappone and Wilkerson)
Council Member Zappone

RES 2023-0081 Formally denouncing Mayor Nadine Woodward for her actions that associated her with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht. (Council Sponsors: Council Members Zappone and Wilkerson)
Council Member Zappone

RES 2023-0082 Calling for the establishment of a Joint Task Force to develop and implement a Spokane Independent Inspector General. (Council Sponsors: Council President Kinnear and Council Member Cathcart)
Council Member Cathcart

RES 2023-0083 Amending the appointments of Council Members to boards and commissions. (Council Sponsors: Council President Kinnear and Council Member Oelrich)
Giacobbe Byrd

ORD C35425 Vacating a portion of Ross Court from the East line of re-aligned North Crescent to the West line of Granite Street. (Council Sponsors: Council Members Bingle and Cathcart)
Eldon Brown

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.

(Deferred from September 18, 2023, Agenda) (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. (Deferred from September 18, 2023, Agenda) (Council Sponsors: Council President Kinnear and Council Member Stratton)

Chris Averyt

ORD C36441

(To be considered under Hearings Item H2.)

FIRST READING ORDINANCES

ORD C36444

Relating to the regulation of massage and reflexology businesses, and establishing a process for the denial or revocation of business licenses due to illegal activity; adopting a new Chapter 10.78, amending Chapter 8.01 by adding a new section 8.01.320, and amending section 4.04.050 of the Spokane Municipal Code. (Council Sponsors: Council President Kinnear and Council Member Stratton)

Chris Wright

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

H1.	Resolution 2023-0079 authorizing a transfer of real property (3011 E. Wellesley Avenue) to the Northeast Public Development Authority and execution of Purchase and Sale Agreement. (Council Sponsors: Council Members Bingle and Cathcart) Amanda Beck	Hold Hrg./Adopt Upon Roll Call Vote	RES 2023-0079 OPR 2023-0982
H2.	Final Reading Ordinance C36441 relating to shoreline regulations to accommodate aquaculture amending Spokane Municipal Code Section 17C.190.500 Agriculture; Section 17E.060.470 Aquaculture; and Section 17E.060.690 Shoreline Primary Use. (Council Sponsors: Council President Kinnear and Council Member Stratton) Tyler Kimbrell	Hold Hrg./ Pass Upon Roll Call Vote	ORD C36441

**Motion to Approve Advance Agenda for September 25, 2023
(per Council Rule 2.1.2)**

ADJOURNMENT

The September 25, 2023, Regular Legislative Session of the City Council is adjourned to October 2, 2023.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and 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:

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0972
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 - MFTE CONDITIONAL AGREEMENT - 3925 E 32ND AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Pavel Semenikhin & Leighe-Ana Williams, for the future construction of approximately 4 units, at Parcel Number(s) 35341.1125 commonly known as 3925 E 32nd Ave.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

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

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

Approvals

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

Council Notifications

Study Session\Other	UE 9/11/23
Council Sponsor	CP Kinnear & CM Wilkerson

Additional Approvals

Purchasing	smacdonald@spokanecity.org
	sgardner@spokanecity.org
	rbenzie@spokanecity.org
	Pavel Semenikhin (Signer) - Pavelsemenikhin@gmail.com



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the A Wolf Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 4-11 Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>A Wolf Apartments</u> at the September 25, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 4 units, at <u>3925 E 32ND AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned RSF and the proposed use is allowed. Estimated Construction Costs: 720,000 Located in the Lincoln Heights neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and SEMENIKHIN, PAVEL/WILLIAMS, LEIGHE-ANA, as “Owner/Taxpayer” whose business address is 3925 E 32ND AVE SPOKANE, WA 99223.

WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LINCOLN HTS S1/2 OF LT 12 BLK 46

Assessor’s Parcel Number(s) **35341.1125**,

commonly known as

3925 E 32ND AVE SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

SEMENIKHIN, PAVEL/WILLIAMS, LEIGHE-ANA

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0973
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 - MFTE CONDITIONAL AGREEMENT - 3134 N STUART ST

Agenda Wording
 Multiple Family Housing Property Tax Exemption Conditional Agreement with Ajit Singh & Hardish Singh Khinda, for the future construction of approximately 9 units, at Parcel Number(s) 35053.3608 & 35053.3609 commonly known as 3134 N Stuart St.

Summary (Background)
 Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	UE 9/11/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Bingle & Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	abeck@spokanecity.org	
For the Mayor	JONES, GARRETT	sgardner@spokanecity.org	
Additional Approvals		smacondald@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	
		tstripes@spokanecity.org	
		Ajit Khinda (Signer) - ajitkhinda@gmail.com	



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - Khinda Townhouses - Building B & C Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 4-11 Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Khinda Townhouses - Building B & C</u> at <u>September 25, 2023 City Council Meeting</u>.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 9 units, at <u>3134 N STUART ST SPOKANE, WA</u></p> <ul style="list-style-type: none"> • Property is zoned RMF and the proposed use is allowed. • Estimated Construction Costs: • Located in the Nevada Heights neighborhood.
Fiscal Impact:	
Total Cost: \$0	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and KHINDA, AJIT SINGH & HARDISH SINGH, as “Owner/Taxpayer” whose business address is 1405 S KHINDA CT SPOKANE VALLEY, WA 99212.

WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LIDGERWOOD PK RES B137 L9 B137

Assessor’s Parcel Number(s) **35053.3608, 35053.3609**

commonly known as

3134 N STUART ST & 29 E DALTON AVE SPOKANE, WA 99207.

WHEREAS, this property is located in the **Spokane Targeted Investment Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**. as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **9** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of

the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

KHINDA, AJIT SINGH

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0974
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 - MFTE CONDITIONAL AGREEMENT - 18 E LIBERTY AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Ajit Singh & Hardish Singh Khinda, for the future construction of approximately 6 units, at Parcel Number(s) 35053.3615, commonly known as 18 E Liberty Avenue.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

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

Council Notifications

Study Session\Other	UE 9/11/23
Council Sponsor	CMs Bingle & Cathcart
Distribution List	
	abeck@spokanecity.org
	tstripes@spokanecity.org
	smacdonald@spokanecity.org
	rbenzie@spokanecity.org
	sgardner@spokanecity.org
	Ajit Khinda (Signer) - ajitkhinda@gmail.com

Additional Approvals

Purchasing



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the MFTE - Khinda Townhouses - Building A Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 4-11 Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Khinda Townhouses - Building A</u> at the September 25, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>6 units</u>, at <u>18 E LIBERTY AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned <u>RMF</u> and the proposed use is allowed. Estimated Construction Costs: Located in the <u>Nevada Heights</u> neighborhood.
Fiscal Impact:	
Total Cost: <u>\$0</u>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

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

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

Date Passed: Monday, August 21, 2017

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ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

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WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LIDGERWOOD PARK RESURVEY BLK 137 LTS 11&12 BLK 137

Assessor’s Parcel Number(s) **35053.3615**,

commonly known as

18 E LIBERTY AVE SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**. as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

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4. The Owner/Taxpayer intends to construct on the site, approximately **6** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of

the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

KHINDA, AJIT SINGH

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0975
Renews #	
Cross Ref #	ORD C36442
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH THOMPSON 509-309-6948
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560-CDS FUNDS FOR DOMESTIC VIOLENCE INTERVENTION TREATMENT

Agenda Wording

Spokane Municipal Court received an award from the Office of Justice Programs-Office for Victims of Crime in the amount of \$500,000 to provide Domestic Violence Intervention Treatment (DVIT). The award is good through April 30, 2026.

Summary (Background)

The award from the Office for Victims of Crime secures the ability to refer without financial barrier those individuals determined would be best served by DVIT and provide ongoing treatment. Individuals will undergo an in-person clinical assessment by a counselor who is licensed or certified to make a DVIT recommendation. Pursuant to the assessment, the counselor shall submit a report and recommendation to the court concerning the length and type of treatment required for the individual.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense	\$ 500,000
Revenue	\$ 500,000
Select	\$
Select	\$

Budget Account

#	1360-91219-12500-54101-99999
#	1360-91219-99999-33116-99999
#	
#	

Approvals

Dept Head	HARTE, AMY
Division Director	LOGAN, MARY
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	8/28/2023 PSCHC
Council Sponsor	CP Kinnear; CM Wilkerson

Distribution List

hdelaney@spokanecity.org
sthompson@spokanecity.org
mdiamond@spokanecity.org
jlargent@spokanecity.org
kbustos@spokanecity.org

Additional Approvals

Purchasing	
ACCOUNTING - GRANTS	MURRAY, MICHELLE



Department of Justice (DOJ)

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF SPOKANE POLICE 1100 W MALLON AVE
City, State and Zip:	SPOKANE, WA 99260
Recipient UEI:	KJMWLN3DCAX9
Project Title: City of Spokane Domestic Violence Project	Award Number: 15POVC-23-GG-00270-BRND
Solicitation Title: OVC FY 23 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program	
Federal Award Amount: \$500,000.00	Federal Award Date: 8/10/23
Awarding Agency:	Office of Justice Programs Office for Victims of Crime
Funding Instrument Type:	Grant
Opportunity Category: E	
Assistance Listing: 16.753 - Congressionally Recommended Awards	
Project Period Start Date: 5/1/23	Project Period End Date: 4/30/26
Budget Period Start Date: 5/1/23	Budget Period End Date: 4/30/26
Project Description: <p>The City of Spokane is a mid-size city, fourth largest in the state, yet still has four of the top 10 lowest income ZIP Codes in the state with an estimated 19.4% of city residents being at or below the poverty line with homelessness and behavioral health concerns being an important challenge. Data obtained from the Spokane Municipal Court indicated that between 2016 and 2021 there was an average of 846 Assault 4-Domestic Violence charges filed and 606 Violation of No Contact Order charges filed per year. Additionally, the outlined period shows a total of 10,717 domestic violence related charges filed, or an average of 1,786 charges filed per year. Nationally, statistics have shown that nearly 80% (8,773 of cases noted above) of Domestic Violence related offenses are drug and/or alcohol involved and that addressing domestic violence, substance use, and/or mental health issues simultaneously has shown to be the most effective manner in reducing violent crime. Spokane's high rate of domestic violence crime has been a primary focus of the City Administration, and the Congressionally Designated Spending funding opportunities provides the best resources to support treatment to effectively address the City's domestic violence problem.</p>	

Award Letter

August 10, 2023

Dear Sarah Thompson,

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 OVC FY 23 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is \$500,000.

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 Zoe French, Environmental Coordinator for the Office for Victims of Crime.

NEPA Coordinator

First Name	Middle Name	Last Name
Zoe		French

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

15POVC-23-GG-00270-BRND

Supplement Number

00

Federal Award Amount

\$500,000.00

Funding Instrument Type

Grant

Assistance Listing Number

16.753

Assistance Listings Program Title

Congressionally Recommended Awards

Statutory Authority

Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, 136 Stat. 4459, 4529

[]

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 Title

2023 OVC FY 23 Invited to Apply — Byrne Discretionary

Application Number

GRANT13836394

Grant Manager Name

Anne Hamilton

Phone Number

[202-598-6987](tel:202-598-6987)

E-mail Address

Anne.Hamilton@usdoj.gov

Project Title

City of Spokane Domestic Violence Project

Performance Period Start

Date

05/01/2023

Performance Period End Date

04/30/2026

Budget Period Start Date

05/01/2023

Budget Period End Date

04/30/2026

Project Description

The City of Spokane is a mid-size city, fourth largest in the state, yet still has four of the top 10 lowest income ZIP Codes in the state with an estimated 19.4% of city residents being at or below the poverty line with homelessness and behavioral health concerns being an important challenge. Data obtained from the Spokane Municipal Court indicated that between 2016 and 2021 there was an average of 846 Assault 4-Domestic Violence charges filed and 606 Violation of No Contact Order charges filed per year. Additionally, the outlined period shows a total of 10,717 domestic violence related charges filed, or an average of 1,786 charges filed per year. Nationally, statistics have shown that nearly 80% (8,773 of cases noted above) of Domestic Violence related offenses are drug and/or alcohol involved and that addressing domestic violence, substance use, and/or mental health issues simultaneously has shown to be the most effective manner in reducing violent crime. Spokane's high rate of domestic violence crime has been a primary focus of the City Administration, and the Congressionally Designated Spending funding opportunities provides the best resources to support treatment to effectively address the City's domestic violence problem.

[]

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.

1

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.

2

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.

6

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.

7

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>.

8

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.

9

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 agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

32

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.

33

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>

34

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).

35

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.

36

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.

37

The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

38

The recipient may not expend or draw down any award funds until—

(1) OJP determines that the recipient's Grant Award Administrator and all Financial Manager for this award have successfully completed an "OJP financial management and grant administration training" on or after October 15, 2020, and

(2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition. Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

39

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.

40

Withholding of funds – Financial Capability Questionnaire Submission. The recipient may not obligate, expend, or draw down any award funds until-- (1) it has submitted a Financial Capability Questionnaire (FCQ) and, if required by OJP, written policies and procedures to address FCQ issues identified; and (2) OJP has issued an Award Condition Modification (ACM) to modify or remove this condition.

41

The recipient (and any "subrecipient" at any tier) must have written policies and procedures in place that address how it will maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, including how this information will be protected when there is information sharing between partners. In addition, the recipient must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the recipient. The recipient agrees to provide to OJP all documentation as required for grant monitoring purposes.

[]

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 5:11 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Court Coordinator

Signed Date And Time

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Municipal Court
Contact Name & Phone	Sarah Thompson 625-4146
Contact Email	sthompson@spokanecity.org
Council Sponsor(s)	CP Kinnear; CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO for Congressionally Designated Spending Funds for Domestic Violence Intervention Treatment
Summary (Background)	<p>Spokane Municipal Court received notification on Congressionally Designated Spending Funds for 2023. The funds are pending award from the Office of Justice Programs-Office for Victims of Crime. The pending award is in the amount of \$500,000 to be allocated for treatment and no more than one position with no greater than \$100,000 to be allocated towards salary.</p> <p>The funding will also secure the ability to refer without financial barrier those individuals determined would be best served by Domestic Violence Intervention Treatment (DVIT) and provide ongoing treatment. Individuals will undergo an in-person clinical assessment by a counselor who is licensed or certified to make a DVIT recommendation. Pursuant to the assessment, the counselor who completes the assessment shall submit a report and recommendation to the court concerning the length and type of treatment required for the individual. Depending on the individual's treatment needs the court may order levels of care from Domestic Violence-Moral Reconciliation Therapy (DV-MRT) to Domestic Violence Intervention Treatment in Levels I, II, or III. The cost per individual treated will range from \$150-\$3,500 based on level of care and duration. Spokane Municipal Court sets out to serve an initial cohort of 250 individuals.</p> <p>An award letter has been received.</p>
Proposed Council Action & Date:	SBO approval September 18, 2023
Fiscal Impact: Total Cost: <u>\$500,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Congressionally Designated Spending Funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working	

toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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?

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary team and stakeholders.

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

Data points on all Community Justice Services Department (CJSD) programs are continually collected and analyzed to monitor the effectiveness of all CJSD functions and programs.

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 funding will provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts, making for a safer community.

Standard Applicant Information

Project Information

Project Title Spokane Municipal Court to provide a Risk, Needs, Responsivity analysis which will allow for the development of ongoing individual treatment that best addresses underlying drivers of violence.	Proposed Project Start Date 5/1/23	Proposed Project End Date 4/30/26
Federal Estimated Funding (Federal Share) 500000.0	Applicant Estimated Funding (Non-Federal Share) 0.0	Program Income Estimated Funding 0.0
Total Estimated Funding 500000.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Application POC First Name

Michael

Application POC Middle Name

Application POC Last Name

Diamond

Application POC Suffix Name

Organizational Affiliation

—

Title

Director of Community Justice Services

Email ID

mdiamond@spokanecity.org

Phone Number

509-622-5806

Fax Number

—

ORINumber

—

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)



Name

[manifest.txt](#)

Date Added

3/21/23



Name

[Form SF424_4_0-V4.0.pdf](#)

Date Added

3/21/23



Name

[Form SFLLL_2_0-V2.0.pdf](#)

Date Added

3/21/23



Name

[GrantApplication.xml](#)

Date Added

3/21/23

Authorized Representative

Authorized Representative Information

Prefix Name

—

First Name Middle Name Last Name Suffix Name

Sarah — Thompson —

Title

Court Coordinator

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF SPOKANE POLICE

Doing Business As

UEI

KJMWLN3DCAX9

Legal Address

Street 1

1100 W MALLON AVE

Street 2

City

SPOKANE

State

WA

Zip/Postal Code

99260

Congressional District

05

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Sarah Thompson

Certification Date / Time

04/24/2023 02:16 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- Contact your Entity Administrator.
- Contact the System for Award Management (SAM.gov) to update the entity legal name/address.











3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

The City of Spokane is a mid-size city, fourth largest in the state, yet still has four of the top 10 lowest income ZIP Codes in the state with an estimated 19.4% of city residents being at or below the poverty line with homelessness and behavioral health concerns being an important challenge. Data obtained from the Spokane Municipal Court indicated that between 2016 and 2021 there was an average of 846 Assault 4-Domestic Violence charges filed and 606 Violation of No Contact Order charges filed per year. Additionally, the outlined period shows a total of 10,717 domestic violence related charges filed, or an average of 1,786 charges filed per year. Nationally, statistics have shown that nearly 80%

(8,773 of cases noted above) of Domestic Violence related offenses are drug and/or alcohol involved and that addressing domestic violence, substance use, and/or mental health issues simultaneously has shown to be the most effective manner in reducing violent crime. Spokane’s high rate of domestic violence crime has been a primary focus of the City Administration, and the Congressionally Designated Spending funding opportunities provides the best resources to support treatment to effectively address the City’s domestic violence problem. The City of Spokane is a mid-size city, fourth largest in the state, yet still has four of the top 10 lowest income ZIP Codes in the state with an estimated 19.4% of city residents being at or below the poverty line with homelessness and behavioral health concerns being an important challenge. Data obtained from the Spokane Municipal Court indicated that between 2016 and 2021 there was an average of 846 Assault 4-Domestic Violence charges filed and 606 Violation of No Contact Order charges filed per year. Additionally, the outlined period shows a total of 10,717 domestic violence related charges filed, or an average of 1,786 charges filed per year. Nationally, statistics have shown that nearly 80% (8,773 of cases noted above) of Domestic Violence related offenses are drug and/or alcohol involved and that addressing domestic violence, substance use, and/or mental health issues simultaneously has shown to be the most effective manner in reducing violent crime. Spokane’s high rate of domestic violence crime has been a primary focus of the City Administration, and the Congressionally Designated Spending funding opportunities provides the best resources to support treatment to effectively address the City’s domestic violence problem.

Proposal Narrative

	Name DVIT assessment and treatment.docx	Category Proposal Narrative	Created by Sarah Thompson	Application Number —	Date Added 04/24/2023	
	Name Appendix B-DVIT Assessments.pdf	Category Proposal Narrative	Created by Sarah Thompson	Application Number —	Date Added 04/24/2023	
	Name Appendix A-DVIT Assessments.pdf	Category Proposal Narrative	Created by Sarah Thompson	Application Number —	Date Added 04/24/2023	
	Name Budget Breakdown.docx	Category Proposal Narrative	Created by Sarah Thompson	Application Number —	Date Added 04/07/2023	
	Name Narrative.docx	Category Proposal Narrative	Created by Sarah Thompson	Application Number —	Date Added 03/24/2023	

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

	Year 1	Total
Personnel	\$0	\$0
Fringe Benefits	\$0	\$0
Travel	\$0	\$0
Equipment	\$0	\$0
Supplies	\$0	\$0
Construction	\$0	\$0
SubAwards	\$0	\$0
Procurement Contracts	\$500,000	\$500,000
Other Costs	\$0	\$0
Total Direct Costs	\$500,000	\$500,000
Indirect Costs	\$0	\$0
Total Project Costs	\$500,000	\$500,000
Federal	\$500,000	\$500,000
Non-Federal	\$0	\$0

Budget Totals

	Total	Percentage
Total Project Cost	\$500,000	

Federal Funds	\$500,000	100.00%
Non-Federal Amount	\$0	0.00%
Match Amount	\$0	0.00%
Program Income	\$0	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? **No**

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Additional Narrative

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail			
Name	Base	Rate (%)	Total Cost
No items			
Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount	
\$0	\$0	\$0	
Additional Narrative			

Travel

Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C, and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C, and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1										
Travel Detail										
Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										
Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount								
\$0	\$0	\$0								

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category Applications should analyze the cost benefits of purchasing versus leasing equipment,

especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					
Equipment Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount	
\$0		\$0		\$0	

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					
Supplies Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount	
\$0		\$0		\$0	

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
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No items

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
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No items

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Add Consultant Travel

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. **Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit <https://cops.usdoj.gov/grants> for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive

procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

▼ Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Domestic Violence Intervention	Treatment	No	United States	Washington	Spokane	\$500,000.00		\$500,000.00

Do you need Consultant Travel?
No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$500,000	\$0	\$500,000

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
No items							

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a

Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1

Indirect Cost Detail					
Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					
Indirect Costs Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount	
\$0		\$0		\$0	
Additional Narrative					

Additional Application Components

Tribal Authorizing Resolution

No documents have been uploaded for Tribal Authorizing Resolution

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities



Name
Form SFLLL_2_0-V2.0.pdf

Category
LobbyingActivitiesDiscosur
e

Created by
—

Application Number
—

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the

application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22

(confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, 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 for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Signed

SignerID

sthompson@spokanecity.org

Signing Date / Time

4/24/23 2:15 PM

Signed

Signer ID Change Request

sthompson@spokanecity.org

Signing Date / Time Change Request

4/24/23 2:15 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction 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 or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal

law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at

Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, 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 for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

sthompson@spokanecity.org

Signing Date / Time

4/24/23 2:16 PM

Signed

Signer ID Change Request

sthompson@spokanecity.org

Signing Date / Time Change Request

4/24/23 2:16 PM

Other Disclosures and Assurances

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. 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 application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. 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.

Please Acknowledge *

Signed

SignerID

sthompson@spokanecity.org

Signing Date / Time

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sthompson@spokanecity.org

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Other

No documents have been uploaded for Other

Certified



Agenda Sheet for City Council Meeting of:

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0976
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 5817-23
Requisition #	BT

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 ASH TRANSPORTATION AND DISPOSAL FOR THE WTE

Agenda Wording

Five (5) year contract award to Waste Connections (Vancouver, WA) for the transportation and disposal of incinerator ash from the Waste to Energy Facility commencing on Nov. 17, 2023 with an anticipated annual cost of approx. \$4,500,000.00.

Summary (Background)

On March 20, 2023 bidding closed on RFP 5817-23 for the transportation and disposal of incinerator ash. Responses were received from Waste Connections (Vancouver, WA) and Regional Disposal Company (Redmond, WA), of which Waste Connections was the low-cost bidder. The initial contract award will be for five (5) years with the option of one (1) additional five (5) year period, commencing on Nov. 17, 2023. Pricing is \$63/ton for the first year with future increases based on the CPI index.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 4,500,000.00 annually

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54201

#

#

#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	9/11/23 Urban Experience
Council Sponsor	CP Kinnear
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org

Additional Approvals

Purchasing	WAHL, CONNIE	caveryt@spokanecity.org
		DocuSign: Jason Hudson, jason.hudson@wasteconnections.com
		jocelyn.jones@wasteconnections.com

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Solid Waste Disposal
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	Contract award for the transportation and disposal of incinerator ash
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On March 20, 2023 bidding closed on RFP 5817-23 for the transportation and disposal of incinerator ash. Responses were received from Waste Connections (Vancouver, WA) and Regional Disposal Company (Redmond, WA), of which Waste Connections was the low-cost bidder.</p> <p>The initial contract award will be for five (5) years with the option of one (1) additional five (5) year period, commencing on Nov. 17, 2023. Pricing is \$63/ton for the first year with future increases based on the CPI index.</p>
Proposed Council Action	Approval of contract award
Fiscal Impact Total Cost: <u>\$4,500,000.00 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: 4490-SWD Budget 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? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The COS Procurement Policies regulate and safeguard this process.	

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



Expenditure Control Form

1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 9/13/23 **Type of expenditure:** Ash Hauling and Disposal Goods Services

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$4,500,000.00 annually

Is this against a master agreement? If yes, please provide the number:

Funding Source SWD Budget 4490-44100-37148-54201

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

Why is this expenditure necessary now?

It is a violation of the facility's operating permit to allow ash to accumulate on site. There also is not a

What are the impacts if expenses are deferred?

Operating permits would be violated, resulting in fines as well as environmental impacts if ash remains

What alternative resources have been considered?

There are no other alternatives other than hauling the material off-site.

Description of the goods or service and any additional information?

This is a five year contract for the transportation and disposal of the ash generated at the Waste to Energy

Person Submitting Form/Contact: Chris Averyt x6540

Division Director:

Maria Bernt

CFO Signature:

Tonya Wallace

City Administrator Signature:

[Signature]
Current: 9/13/2023 11:45 EDT

Additional Comments:

COSPRINT_2W-CANON-PCL_2046_001

Final Audit Report

2023-09-14

Created:	2023-09-14
By:	Tonya Wallace (twallace@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABA AVRJAmfG816I6V7apP6skurC2SzdWIIWgX

"COSPRINT_2W-CANON-PCL_2046_001" History

-  Document created by Tonya Wallace (twallace@spokanecity.org)
2023-09-14 - 6:07:15 PM GMT- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-09-14 - 6:07:33 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-09-14 - 6:44:57 PM GMT- IP address: 104.28.116.97
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-09-14 - 6:45:29 PM GMT - Time Source: server- IP address: 174.215.120.90
-  Agreement completed.
2023-09-14 - 6:45:29 PM GMT

CONTRACT FOR ASH TRANSPORT AND DISPOSAL SERVICES

Between

CITY OF SPOKANE, WASHINGTON

And

FINLEY-BUTTES LIMITED PARTNERSHIP

Dated

_____, 2023

CONTRACT FOR ASH TRANSPORT AND DISPOSAL SERVICES

THIS CONTRACT FOR ASH TRANSPORT AND DISPOSAL SERVICES (this “Contract”) is made and entered into between **City of Spokane**, Washington, a municipal corporation of the State of Washington (the “City”) and **Finley-Buttes Limited Partnership**, a limited partnership organized and existing under the laws of the State of Oregon and an indirect, wholly-owned subsidiary of Waste Connection, Inc. (the “Company”). The City and the Company are each a “Party” and collectively, the “Parties” to this Contract.

RECITALS

(A) The City has determined that it is in the City's best interests to contract with a private entity to provide ash transport and Disposal services (as more particularly described herein, the “Contract Services”).

(B) On January 6, 2023, the City issued a Request for Proposals (“RFP”) to provide the Contract Services.

(D) Responsive proposals submitted in response to the RFP were received on March 20, 2023, from two solid waste disposal companies.

(E) The proposals were reviewed by the City’s evaluation committee and evaluated based on the evaluation criteria set forth in the RFP.

(F) Based on the evaluation of the proposals, the evaluation committee determined that the proposal submitted by the Company was the most advantageous proposal received in response to the RFP and recommended to the City Council that it would be advantageous to the City to initiate contract negotiations with the Company.

THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS, INTERPRETATION AND GENERAL TERMS

SECTION 1.1. DEFINITIONS. As used in this Contract, the following terms have the meanings set forth below:

“ADCM” means alternative daily cover material as approved by the Oregon State Department of Environmental Quality.

“Applicable Law” means: (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and both generally applicable and publicly available; and (4) any Governmental Approval; in each case

applicable from time to time to the Contract Services or any other transaction or matter contemplated hereby (including any of the foregoing which pertain to ash management, ash transportation, ash disposal, health, or safety).

“Ash” means all residue from the combustion process, including unburned combustible matter, ash siftings, bottom ash, fly ash, scrubber residue, metals, and unspent reactant, but only to the extent it: (i) meets the material description as set forth in any special waste profile approved by the Company; (ii) meets the applicable standards set forth in any and all Applicable Law and any permits and/or licenses governing the Company’s operation of the Disposal Site; and (iii) does not contain Hazardous Waste.

“Change in Law” means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing or materially increases the scope of a Party’s obligations hereunder:

(1) except as provided below with respect to the exclusions from the definition of “Change in Law,” the adoption, amendment, promulgation, issuance, modification, repeal or other written change in any Applicable Law, or the administrative or judicial interpretation thereof on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any Governmental Body; or

(2) except as provided below with respect to the exclusions from the definition of “Change in Law,” the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, breach of this Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Company or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment will not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

(3) except as provided below with respect to the exclusions from the definition of “Change in Law,” the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any Governmental Approval, or the imposition of new or increased permitting fees, or the imposition of a term, condition or requirement which is more stringent or burdensome than the Contract Standards in connection with the issuance, renewal or failure of issuance or renewal of any Governmental Approval, to the extent that such occurrence is not the result of willful or negligent action, breach of this Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Company or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence will not be construed as such a willful or negligent action or lack of reasonable diligence.

It is specifically understood, however, that none of the following will constitute a “Change in Law”:

(1) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date;

(2) any increase in any fines or penalties provided for under Applicable Law in effect as of the Contract Date; or

(3) any act, event or circumstance that would otherwise constitute a Change in Law but that does not change the requirements imposed on the Company by the Contract Standards in effect as of the Contract Date.

“City” means City of Spokane, Washington, a Municipal corporation.

“Company” means Finley-Buttes Limited Partnership, an Oregon limited partnership and indirect, wholly-owned subsidiary of Waste Connections, Inc., and its permitted successors and assigns.

“Consumer Price Index” or “CPI” means the Consumer Price Index, as reported by the U.S. Department of Labor, Bureau of Labor Statistics, West-size class B/C, Consumer Price Index for All Items, All Urban Consumers, (CPI-U) (the “Index”).

“Contract” means this Contract for Ash Transport and Disposal Services between the Company and the City, including the Appendices, as may be amended or modified from time to time in accordance herewith.

“CPI Adjustment Factor” has the meaning specified in subsection 7.1.

“Department” means the Oregon State Department of Environmental Quality, the Washington State Department of Ecology, or any successor agency, as applicable given the context in which it is used.

“Dispose” and “Disposal” mean (1) the use of Ash as ADCM, or (2) in the event the Department prohibits the Disposal Site from using Ash as ADCM, disposal of Ash in the Mono-cell.

“Disposal Site” means the Finley Buttes Landfill located at 73221 Bombing Range Rd, Boardman, OR 97818 or an alternative disposal site approved in writing by the City Representative.

“EPA” means the United States Environmental Protection Agency and any successor agency.

“Event of Default” means, with respect to the Company, those items specified in Section 8.1, and with respect to the City, those items specified in Section 8.2.

“Good Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance,

transfer, transport, disposal and management practices in the solid waste industry, as observed in the Pacific Northwest region of the United States.

“Governmental Approval” means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

“Governmental Body” means any federal, state, local or foreign government or any subdivision, authority, department, commission, board, bureau, agency, court or other instrumentality thereof.

Hazardous Waste means: (i) “Hazardous Waste” as set forth in ORS 340-100-0010, or any successor thereto, (ii) any matter that is required to be accompanied by a written manifest or shipping document describing the waste as “hazardous waste” pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and the regulations promulgated thereunder, and/or (iii) any other radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable federal, state or local laws or regulations.

“Insurance Requirements” means any rule, regulation, code, or requirement issued by any insurance company which has issued an insurance policy with respect to the Facilities or the Contract Services, as in effect during the Term, compliance with which is a condition to the effectiveness of such policy, including each policy of Required Insurance under this Contract.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Contract, and all appeals therefrom.

“Mono-Cell” means, in the event the Department prohibits the Landfill from using Ash as ADC, a dedicated landfill cell constructed by the Company for the purpose of disposing of the Ash.

“Parties” means, collectively, the City and the Company, and “Party” means either or both the City and the Company, as the context requires.

“Performance Bond” means the surety bond described in Section 4.4, which secures the Contract Services.

“Reporting Year” means the City’s fiscal year commencing on January 1 in any year and ending on December 31 of such year; provided, however, that the first Reporting Year will commence on the Commencement Date and will end on the following December 31, and the last Reporting Year will commence on January 1 prior to the date this Contract expires or is terminated, whichever is appropriate, and will end on the last day of the Term or the effective date of any termination, whichever is appropriate. Any computation made on the basis of a Reporting Year will be adjusted on a pro rata basis to take into account any Reporting Year of less than 365 or 366 days, whichever is applicable.

“RCW” means the Revised Code of Washington.

“Required Insurance” means the insurance specified in Section 9.1.

“Service Fee” as defined herein is based on a per ton basis and shall be inclusive of all costs associated with transportation, disposal, equipment, fees, maintenance, taxes, and any other costs necessary to accomplish the tasks and to produce the deliverables under this Contract.

“State” means the State of Washington or the State of Oregon, as applicable.

“Subcontract” means an agreement or purchase order by the Company, or a Subcompany to the Company, as applicable, entered into in connection with the performance of the Contract Services.

“Subcompany” means every person (other than employees of the Company) employed or engaged by the Company or any person under subcontract with the Company or any other Subcompany (including all Subcompany’s and every sub-Subcompany of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services or otherwise.

“Suspicious Waste” means waste which the Company determines or reasonably suspects may be or contains “Unacceptable Waste.”

“Term” means the Initial Term and any Renewal Term.

“Termination Date” means the last day of the Term or the effective date of termination of this Contract pursuant to Article 3.

“Unacceptable Waste” means any and all waste:

- (1) the disposal of which at the Disposal Site would violate any applicable local, state, or federal laws, regulations, or orders, or conditions of the Disposal Site's operating permit;
- (2) which constitutes Hazardous Waste;
- (3) which constitutes Ash without an approval in accordance with the Company's special waste acceptance criteria, a copy of which is attached hereto as Exhibit A; or
- (4) containing free liquid excluding liquid that accumulated from rain/snow during container storage and transportation.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of such Party.

(1) Inclusions. Subject to the foregoing and the exclusions set forth below, Uncontrollable Circumstances may include the following:

- (a) Change in Law, including, without limitation, any prohibition of the Disposal of Ash at the Disposal Site;
- (b) naturally occurring events (excluding weather conditions normal for the geographic region of the City) such as underground movement, volcanic eruption, landslides, earthquakes, fires, tornadoes, floods, epidemics or pandemics (or restrictions imposed by any Governmental Body in response thereto), and other acts of God;
- (c) explosion, sabotage or similar occurrence, acts of a declared public enemy, terrorism, extortion, war, blockade or insurrection, riot or civil disturbance;
- (d) strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions (except as specified in the exclusions below), which affect the performance of the Contract Services;
- (e) the failure of any Subcompany (other than the Company or any Affiliate thereof), to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected the Company directly, and the Company is not able to timely obtain substitutes;
- (f) with respect to the Company, any City Fault; and
- (g) with respect to the City, any Company Fault.

(2) Exclusions. It is specifically understood that none of the following acts or conditions constitute Uncontrollable Circumstances:

- (a) any act, event or circumstance that would not have occurred if the affected Party had complied with its obligations hereunder;
- (b) changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, labor availability, exchange rates or other economic conditions;
- (c) changes in the financial condition of the City, the Company, or of their respective Affiliates or Subcompanies affecting the ability to perform their respective obligations;
- (d) with respect to the Company, the consequences of error, negligence or omissions by the Company, any Subcompany, any of their Affiliates or any other person in the performance of the Contract Services;

- (e) any impact of prevailing wage or similar laws, customs or practices on the Company's costs;
- (f) weather conditions normal for the geographic region of the City or the Disposal Site;
- (g) any act, event, circumstance or Change in Law occurring outside of the United States;
- (h) with respect to the Company, any failure of the Company to secure patents which it deems necessary for the performance of the Contract Services;
- (i) a Change in Law pertaining to Taxes except to the extent such Change in Law imposes a new federal, State or local Tax;
- (j) strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions involving employees of (i) the Company; (ii) any Affiliate or Subcompany; or (iii) any Affiliate of any Subcompany.

“U.S.C.” means the United States Code.

“Vehicle” means a Tractor, Container, Transfer Trailer, or other piece of equipment used to Transport or Dispose of Ash.

“WAC” means the Washington Administrative Code.

“WTE Facility” means the City of Spokane owned waste-to-energy facility located at 2900 South Geiger Boulevard, Spokane, Washington.

SECTION 1.2. INTERPRETATION. This Contract will be interpreted according to the following provisions, except to the extent the context or the express provisions of this Contract otherwise require:

(A) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Contract will be solely for convenience of reference and will not affect its meaning, construction or effect.

(B) Entire Agreement. This Contract contains the entire agreement between the Parties with respect to the transactions contemplated by this Contract. Without limiting the generality of the foregoing, this Contract completely and fully supersedes all other understandings and agreements among the Parties with respect to such transactions, including those contained in the RFP, the proposal of the Company submitted in response thereto, and any amendments or supplements to the RFP or the proposal.

(C) Good Industry Practice. Good Industry Practice will in no event lessen the stringency of the Contract Standards. The Company is responsible for keeping itself informed of and applying current Good Industry Practice at all times during the performance of the Contract Services throughout the Term.

(D) Severability. If any clause, provision, subsection, Section or Article of this Contract is ruled invalid by any court of competent jurisdiction, then the Parties will (1) promptly negotiate a substitute for such clause, provision, subsection, Section or Article which will, to the greatest extent legally permissible, effect the intent of the Parties in the invalid clause, provision, subsection, Section or Article; (2) if necessary or desirable to accomplish Item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Contract; and (3) negotiate such changes in substitution for or addition to the remaining provisions of this Contract as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the Parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article will not affect any of the remaining provisions hereof, and this Contract will be construed and enforced as if such invalid portion did not exist.

(E) Drafting Responsibility. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Contract to the effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed Contract or any earlier draft of the same.

(F) Third Party Rights. This Contract is exclusively for the benefit of the City and the Company and will not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights.

(G) Counterparts. This Contract may be executed in any number of original counterparts. All such counterparts will constitute but one and the same Contract.

(H) Governing Law. This Contract will be governed by and construed in accordance with the applicable laws of the State of Washington.

(I) Defined Terms. The definitions set forth in Section 1.1 will control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence and Powers. The City is a Municipal corporation of the State, organized and existing under and by virtue of the laws of the State of Washington, with full legal right, power and authority to enter into and to perform its obligations under this Contract.

(B) Due Authorization and Binding Obligation. This Contract will be effective upon approval of City Council and signature by the Mayor.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants that:

(A) Existence and Powers. The Company is Finley-Buttes Limited Partnership, an indirect, wholly-owned subsidiary of Waste Connections, Inc. and duly organized, validly existing

and in good standing under the laws of Oregon and has the authority to do business in state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Contract.

(B) Due Authorization and Binding Obligation. This Contract has been duly authorized, executed and delivered by all necessary corporate action of the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and by equitable principles of general application.

(C) No Conflict. To the best of its knowledge after due inquiry, neither the execution nor delivery by the Company of this Contract; the performance by the Company of its obligations in connection with the transactions contemplated hereby; nor the fulfillment by the Company of the terms or conditions hereof (1) conflicts with, violates or results in a breach of any Applicable Law or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any organizational document of the Company, or any contract, agreement or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Contract by the Company.

(E) No Litigation. Except as disclosed in writing to the City, there is no action, suit, proceeding, investigation, or litigation, at law or in equity, before or by any court or other Governmental Body pending or, to the best of the Company's knowledge after due inquiry, overtly threatened or publicly announced, against the Company or any Affiliate of the Company, or, to the best of the Company's knowledge after due inquiry, any Subcompany, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Contract by the Company or the validity, legality or enforceability of this Contract against the Company, or any other agreement or instrument entered into by the Company in connection with the transactions contemplated hereby, or on the ability of the Company to perform its obligations hereunder or under any such other agreement or instrument.

(F) Applicable Law Compliance. Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, neither the Company nor any Affiliate of the Company, nor any Subcompany, is in material violation of any Applicable Law applicable to any solid waste disposal site operated, maintained or managed by the Company, any Affiliate of the Company, or any Subcompany, the violation of which may have a material and adverse effect on the ability of the Company to perform its obligations hereunder or on the ability of a Subcompany to perform its obligations under the applicable Subcontract.

(G) Information Supplied by the Company. The information supplied and representations and warranties made by the Company in all submittals made in response to the RFP and in all post-proposal submittals with respect to the Company (and to the best of its

knowledge after due inquiry, all information supplied in such submittals with respect to any Subcompany) are true, correct and complete in all material respects.

(H) Required Insurance. Concurrently with the execution of this Contract, the Company has provided the City with certificates of insurance and policy endorsements for all Required Insurance specified in Section 9.1. The Required Insurance is in compliance with the requirements of Section 9.1.

(I) Performance Bond. Concurrently with the execution of this Contract, the Company has provided the City with the required Performance Bond. The Performance Bond is in the form set forth in the Transaction Forms and is in compliance with the requirements of Section 4.4.

(J) Certification Regarding Debarment. The Certification Regarding Debarment, as attached to this Contract as Appendix 1 shall be completed and provided to the City. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

ARTICLE III TERM

SECTION 3.1. EFFECTIVE DATE AND INITIAL TERM. This Contract will become effective on November 17, 2023 and will continue in effect as the initial term (“Initial Term”), for a term of five (5) years or if renewed as provided in Section 3.2, until the last day of the renewal term (the “Renewal Term” and, together with the Initial Term, the “Term”), unless earlier terminated pursuant to the termination provisions set out herein, in which event the Term will be deemed to have ended as of the date of such termination. At the end of the Term, all obligations of the Parties hereunder will terminate, except as otherwise provided herein.

SECTION 3.2. RENEWAL AND EXTENSION OPTION. This Contract may be renewed and extended by the Parties, upon mutual written agreement, for one (1) additional five (5) year period for a total term not to exceed ten (10) years (subject to mutually agreed-upon convenience termination without cost to the either Party) on the same conditions as are applicable during the Initial Term. The Parties shall meet and confer no later than one hundred and eighty (180) days prior to such expiration. In the event the Parties desire to renew this Contract, the Parties shall jointly execute a written notice of election to renew this Contract on or before the ninetieth (90th) day preceding the last day of the Initial Term.

SECTION 3.3. MONO-CELL CONSTRUCTION EXTENSION. If during the Term the Company is prohibited by the Oregon State Department of Environmental Quality from using Ash as ADCM, and the Company is required to construct a Mono-Cell for the Disposal of the Ash, prior to the commencement of any design, permitting or construction of such Mono-Cell, the City and the Company shall meet and confer in good faith to negotiate an extension to the Term that permits the Company to realize an acceptable return on the Company’s capital investment in the Mono-Cell. In the event the parties are unable to agree on an extension to the Term, the parties shall agree to mutually terminate this Contract.

SECTION 3.4.EXCLUSIVITY. The rights granted by the City to the Company under this Contract shall be exclusive during the Term as to all Ash produced by the WTE Facility that is not Unacceptable Waste; provided, however, the City shall be permitted to provide immaterial amounts of Ash to universities and other non-profit research institutes for research and pilot/demonstration programs related to the mining of the Ash for precious metals and other beneficial reuses of the Ash.

ARTICLE IV COMPANY RESPONSIBILITIES

SECTION 4.1.GENERAL. The Company's responsibility under this contract includes, but are not limited to:

- (A) Acceptance, storage, handling, transportation and Disposal of Ash from the WTE Facility by the Company;
- (B) Procurement and maintenance of performance bonds, letters of credit, or other financial guarantees in accordance with this Contract;
- (C) Compliance with all Applicable Law in accordance with this Contract; obtaining any permit, license, certificate, or governmental approval required to perform under this Contract; and the payment of all applicable taxes and fees in accordance with this Contract; and
- (D) Procurement and maintenance of insurance in accordance herein.

SECTION 4.2.COMPANY PERMITTING RESPONSIBILITIES.

(A) Any Governmental Approvals. The Company shall be responsible for obtaining and maintaining all filings, applications and reports necessary to obtain, maintain and renew, and shall obtain, maintain and renew, all Governmental Approvals required to be made, obtained or renewed under Applicable Law in order to perform the Contract Services. All permit and filing fees required in order to obtain, maintain and renew Governmental Approvals for the Contract Services shall be paid by the Company.

(B) Non-Compliance and Enforcement. The Company is responsible for complying with the terms and conditions of all Governmental Approvals. The Company shall report immediately to the City any inspections by any Governmental Bodies and all violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the performance of the Contract Services. The City shall have the right independently to enforce compliance with this Contract regarding the requirements of any Governmental Approval regardless of whether a concurrent or different regulatory enforcement action has been undertaken by any other Governmental Body. The failure of the Company to comply with any Governmental Approval shall constitute a breach of this Contract as well as an event of noncompliance with the Governmental Approval.

(C) Reports to Governmental Bodies. The Company shall prepare any periodic and annual reports, any information submittals and any notices to all Governmental Bodies required

by all Governmental Approvals and under Applicable Law with respect to performance of the Contract Services.

SECTION 4.3 EQUIPMENT; REPLACEMENT OR REPAIR.

(A) Equipment; Assignment; Equipment Lease. The Company shall, or shall cause its Subcompany to, provide, maintain, or operate in a quantity sufficient to perform the services under this Contract in a timely manner throughout the term of this Contract, the following:

- (1) Containers and Vehicles;
- (2) Disposal Site; and
- (3) Alternate disposal sites, if necessary.

(B) The Containers and Vehicles and Disposal Site provided by the Company (or its Subcompany) shall meet or exceed the requirements in the Proposal Requirements. The Company (or its Subcompany) is responsible for purchasing at its sole cost and expense, all equipment necessary to provide services in accordance with this Contract. The Company (or its Subcompany) will provide sufficient Containers, Chassis and Trailers to provide services under this Contract which shall not in any event be quantities less than what is required to provide uninterrupted services at all facilities.

(C) Replacement or Repair. The Company (or its Subcompany), at its sole expense, shall keep all Containers and Vehicles and Disposal Sites in good working order and repair and shall maintain such as to meet any pertinent regulations and industry standards, to include without limitation appearance. The Company shall be liable for all costs reasonably incurred by the City to repair or replace the Containers and Vehicles owned, operated and/or used by the Company, its Subcompanies or the Disposal Site; however, the City shall be liable for the repair or replacement of Containers and Vehicles to the extent such is necessary because of the negligence or willful misconduct of the City.

SECTION 4.4 Contract Performance Bond.

(A) Contract Performance Bond. The Company shall provide and maintain for the Term of this Contract: (1) a contract performance bond substantially in the form of Form 1; or (2) a standby letter of credit from a financial institution whose long-term debt is rated in one of the three highest categories by a nationally recognized rating agency (e.g., Standard & Poor's rating of AAA, AA or A); or (3) any other financial guarantee or type of bond or letter of credit that is approved by the city. The amount of the bond or other financial guarantee initially provided under this subsection shall be Five Million and No/100 Dollars (\$5,000,000.00) in 2023 dollars. The amount of the bond will escalate by five percent (5%) per each year of this Contract. The Company shall provide a new bond, or evidence satisfactory to the City of the bond's renewability, at least ninety (90) days before the bond then in effect expires.

(B) General Conditions. The Company shall provide to the City the bond described in Section, above, within thirty (30) days of executing this Contract. Any bond under this Section shall be renewed annually and automatically terminate on the expiration of the initial five-year

period of this Contract, five years from the date the Ash is first accepted by the Company, and, if the Parties agree to extend this Contract, on the date the additional five-year periods terminate. However, the Company shall provide a new bond meeting the requirements above in accordance with Article 4. Notwithstanding the termination of the bond provided under Section 4.4, at any time within two years after the date any bond terminates, the City may make a claim against the bond because of the Company's failure to perform its obligations under this Contract. For purposes of this Article, the word, "bond," shall mean any bond, letter of credit, or other financial guarantee referred to in this Article and provided to guarantee or provide the funds to guarantee the performance of the Company's obligations under this Contract.

All bonds given under this Article that are signed by the Surety's agent must be accompanied by a certified copy of that agent's authority to act for the Surety at the time the bond is signed. The City must approve, in writing, the surety provided and the form and substance of all bonds. The Company may satisfy the bond obligations under this Article by providing bonds from one or more bonding companies meeting the qualifications set forth in this Article.

SECTION 4.5 Alternate Transportation Services and Disposal Site. In the event the Company's (or its Subcompany's) transportation services or Disposal Site are inadequate or unavailable for reasons outside of the reasonable control of the Company (or its Subcompany) to provide service under this Contract, the Company shall provide to the City alternate facilities. Upon reasonable notice and written documentation of such additional costs associated with any alternate facilities, the City agrees to meet and confer with the Company and negotiate in good faith the payment of actual reasonable additional costs associated with such alternate facilities. Any agreement shall be memorialized by written amendment to this Contract and such agreement shall provide for the retroactive payment of all reasonable additional costs incurred by the Company prior to and during time the parties are meeting, conferring and negotiating such agreement.

SECTION 4.6 Compliance with Law; Documentation; Confidential Business Records; Public Records Act. The Company, its officers, employees, agents and Subcompanies shall comply with all Applicable Law, in performing obligations under this Contract. The City shall have the right to inspect copies of all correspondence, or any other documents sent to or received from the Company or its Subcompany's related to the Company's compliance with the Applicable Law but only to the as it relates to this Contract.

All Documents in the City's possession may be subject to public review and copying as a public record pursuant to the Washington State Public Records Act. In the event a Company delivers to the City confidential and proprietary technical or financial information that would otherwise not be publicly disclosed, and which it believes is exempt from such disclosure or other provisions of Applicable Law, then such information shall be submitted in a separate sealed envelope, entitled, "Confidential Information for Review Only." Such information shall be treated as confidential to the extent allowed by Applicable Law.

In the event of a written request for disclosure pursuant to Washington State law, the City shall review the confidential information and allow the Company five (5) days from receipt of such notice to take such legal action to enjoin disclosure as may be deemed necessary by the Company to protect the confidentiality of the information as provided by Washington State law.

All agreements between the Company and Persons employed for this Contract shall contain this Section's requirements. The requirements of this Section shall survive the termination or expiration of this Contract.

SECTION 4.7 Permits, Licenses, etc. The Company shall obtain, maintain and pay for, at Company's sole expense, all permits required by Applicable Law for its operations and activities under this Contract. For purposes of this Section, the term, "permits," means any temporary and/or permanent permits, approvals, license, certificates, inspection fees, surcharges and other approvals required for the performance of the Project. The Company shall provide to the City a list of all permits required for the Project designating the issuing Governmental Body and the dates of issuance and expiration of those permits, a copy of all current permits and the Company's schedule for obtaining or renewing all permits required during the term of this Contract.

The Company shall be liable for all fines or civil penalties that may be imposed by any Governmental Body for Company caused violations of Applicable Law; the City shall not be liable for and shall not reimburse Company for payment of those fines or civil penalties. The Company reserves the right to contest any fine in an administrative proceeding or in court prior to its payment.

SECTION 4.8 Taxes and Fees. Only as between the City and the Company, the Company shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form, that apply to any and all Persons, property, income, equipment, materials, supplies, structures, or activities that are involved in the performance of this Contract, including but not limited to, any income taxes, real property, excise, sales and use taxes, business and occupation taxes and fees that arise in connection with this Contract; however, the Company shall not be responsible or liable for payment of any tax or fee for which the City is ordinarily responsible without regard to the services provided by the Company under this Contract.

SECTION 4.9 Property; Covenant; Title Insurance. The Company has or will acquire sufficient property rights to the Disposal Site to satisfy its obligations herein. The Company agrees to remove or have removed promptly any liens or encumbrances that, because of any act or default of Company, its officers, employees, or agents, or of Company's Subcompany or Subcompanies, or material suppliers are filed against a Disposal Site or any real or personal property required to fully perform under this Contract.

Subject to the provisions of Section 4.9, the Company shall provide to the City a covenant from the owner of any Disposal Site that, among other things:

- a. owner grants to the City a covenant that touches and concerns the property which covenants that owner's real property is designated by Company's Proposal for use in performing this Contract; and
- b. owner covenants that the property is and shall be kept free of all liens, mortgages, encumbrances and other interests that could interfere with the performance of this Contract or with any of the City's remedies against Company or surety for any Contract default; and

- c. owner covenants that the claim or right of any Person, lienor, the Company, or Surety created by the transfer of any interest in the property shall be subordinate to the City's rights under this Contract; and
- d. the Covenant is intended to run with the real property. The Company shall record each covenant, or a memorandum of that covenant, in the county in which the property is located. Each covenant shall have a term equivalent to or longer than this Contract and shall be in a form approved by the City Attorney. A memorandum of this Contract shall be attached to each covenant and incorporated by reference therein.

Within thirty (30) days of executing this contract, and within ten (10) days of Company's acquisition of property rights for Disposal Sites not yet acquired at the time this Contract is executed, the Company shall provide the City with certified copies of current title insurance policies. The title insurance policies shall be acceptable to the City and guarantee that the Company, or other owner of real property on which any of the Disposal Sites are located, has good title to the real property and that no liens or encumbrances against the property exist that would prevent the Company from using it for the purposes of this Contract. Within ten (10) days of providing to the City the executed Contract, and within ten (10) days of Company's acquisition of property rights for Disposal Sites on locations not yet acquired, the Company shall record a memorandum of this Contract in the county in which the property is located.

SECTION 4.10 Closure and Post Closure Fund. The Company shall be responsible for all closure and post-closure costs relating to the Disposal Site. The Company shall establish and maintain at its sole expense any closure and post-closure financial assurance now or hereafter required under any Applicable Law.

SECTION 4.11 Records; Monthly Report. The Company or its Subcompany, as applicable, shall keep accurate records of all transactions connected with this contract including, but not limited to, all correspondence and invoices, transaction tickets, or receipts issued at a Disposal Site. The Company or its Subcompany, as applicable, shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Contract.

The Company shall provide to the City, by the tenth day of each month, a report for the preceding month summarizing routine and extraordinary activities during the prior month and plans and schedules for future activities. The monthly report shall include, but not be limited to:

- (a) the tonnage accepted from the WTE Facility;
- (b) Container, Tractor and/or Transfer Trailer maintenance reports as required.
- (c) any complaints submitted to the Company and the Company's response, if any;
- (d) any extraordinary occurrences affecting the Company's performance, including but not limited to, occurrences affecting the Disposal Sites, Containers and Vehicles;

- (e) changes in the status and readiness of alternate Disposal Sites and emergency Disposal Sites; and
- (f) documentation regarding Hazardous Waste, if any, gathered, produced and/or retained.

SECTION 4.12 Payment of Subcompanies and Agents. Unless a reasonable dispute exists concerning payment, the Company shall promptly pay all Subcompanies, materialmen, suppliers, or laborers engaged for purposes of this Contract in accordance with the contract or agreement between that Person and the Company.

SECTION 4.13 Non-discrimination in Employment. The Company shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Company shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical handicap. The Company's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Company agrees to post, in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION 4.14 Labor and Procurement Requirements. The Company and all Subcompanies of the Company shall conform to the labor laws of the State of Washington or Oregon, as applicable, and all other laws, ordinances and legal requirements affecting the work in Spokane County, Washington, or the State of Oregon, as applicable.

The Company shall provide for full and fair usage of minority/women business enterprises and shall use commercially reasonable efforts to ensure that minority/women business enterprises have an equitable opportunity to compete for Subcontract work.

SECTION 4.15 Scheduling; Management; Quality of Performance. The Company shall coordinate, schedule in an orderly manner and manage all work done by Company's officers, employees, Subcompanies shall perform every act or service under this Contract in a skillful and competent manner in accordance with the highest standards of the solid waste transportation and disposal industries. The Company shall be responsible to the City for any errors, deficiencies, or failures to perform under this Contract. All workers and Subcompanies shall be skilled in their trades. All operators shall be licensed or otherwise qualified as required by Applicable Law. The Company shall furnish evidence of the skill and licenses of its officers, employees, Subcompanies and agents on the request of the city. The Company shall, at all times, enforce strict discipline and good order among its employees and all Subcompanies.

SECTION 4.16 Company Liability. The Company shall be liable to and shall indemnify the City in accordance with Article 9.

SECTION 4.17 Subsidiary Use of Facilities. The Company may use the Vehicles for its own purposes during the transportation of empty Containers or Transfer Trailers from the Disposal Site to the WTE Facility if used in accordance with all Applicable Law. If the Vehicles are used in that manner, the Company shall be solely responsible for all losses, damages, costs, charges, expenses, judgments, or any liabilities whatsoever resulting from that use.

ARTICLE V ASH TRANSPORT AND DISPOSAL

SECTION 5.1. ASH TRANSPORTATION, AND DISPOSAL SERVICES. The City shall be responsible for the loading of Ash at the WTE Facility onto transfer vehicles supplied by the Company (or its Subcompany) and the Company (or its Subcompany) shall be responsible for transporting such Ash in accordance with this Section and all other Contract Standards. Upon loading of Ash, the Company (or its Subcompany) shall transport, receive and Dispose of the Ash in accordance with this Section and all other applicable Contract Standards.

(A) Receiving Services. The Company shall operate and maintain, or cause to be operated and maintained, the Disposal Site throughout the Term unless an alternative Disposal Site is approved in writing by the City Representative.

(B) Transport Services. The Company shall, in accordance with the Contract Standards:

- (1) transport to the Disposal Site in a timely manner all loaded containers accepted at the WTE Facility; and
- (2) transport all empty containers from the Disposal Site to the WTE Facility as required by this Contract.

(C) Disposal Services. The Company shall comply with each of the following requirements for the Disposal of Ash and any Disposal Site:

- (1) Throughout the Term, the Company shall Dispose of all Ash at the Disposal Site located at Finley Buttes Limited Partnership (unless an alternative Disposal Site is approved in writing by the City Representative) within seventy-two (72) hours of acceptance of such Ash at the Disposal Facility.
- (2) The Company shall operate and maintain, or cause to be operated and maintained, any and all Disposal Sites utilized for this Contract in compliance with all Applicable Law.
- (3) The Company shall not Dispose of Ash at any disposal site that has been nominated or proposed for the National Priorities List (“NPL”) of contaminated sites, or that has been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL. If any Disposal Site becomes so nominated or proposed at any time during the Term, the Company shall, at its sole cost and expense, provide for an alternate Disposal Site that is in compliance with the requirements of this item (3).

- (4) The Company shall not Dispose of Ash at any disposal site that is not in compliance with Applicable Law or where receipt of Ash under this Contract would be unlawful or otherwise prohibited under the jurisdiction where such site is located. If the use of any Disposal Site at any time during the Term would cause a violation of this item (4), the Company shall, at its sole cost and expense, provide for an alternate Disposal Site that is in compliance with the requirements of this item (4).

(D) Capacity. The Company (or its Subcompany) shall be solely responsible for providing sufficient capacity to receive, transport and Dispose of Ash in accordance with this Contract. The Company may accept, or allow for the acceptance of, materials from other sources at the Disposal Site; provided that acceptance of such materials is in compliance with Applicable Law and does not interfere with providing services in accordance with this Contract. The Company shall keep the City regularly informed of operations associated with the Disposal Site and shall promptly notify the City of any material change in such operations, including with respect to any change in acceptance of materials from other sources, and shall not make or permit any change that is not in compliance with this subsection. The Company shall be solely responsible for all losses, damages, costs, charges, expenses, judgements or any liabilities whatsoever resulting from the acceptance of materials from other sources at the Disposal Site.

(E) Ash Containers and Chassis. The Company, or its Subcompany, shall supply containers, chassis, and trailers for the transport and Disposal of Ash in accordance with all applicable Contract Standards and in sufficient quantities to facilitate the successful performance of the Contract Services, which shall be no fewer than the number needed to hold at least three (3) days' Disposal Site Waste based on the average daily Ash deliveries for the prior six (6) months. The Company shall ensure containers or trailers are available at the WTE Facility for the transport and Disposal of Ash at all times unless otherwise agreed to by the City Representative. Notwithstanding anything herein to the contrary, to the extent supplied by the Company or its Subcompany, in the event that a waste container becomes lost, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or replacement and such amounts will be paid to the Company (or its Subcompany) after notice and opportunity to review and respond.. Any equipment furnished hereunder by the Company (or its Subcompany) shall remain the property of the Company (or its Subcompany); however, the City shall have care, custody and control of the equipment while at the WTE Facility. The City shall not overload (by weight or volume), alter the equipment, and shall use the equipment only for its proper and intended purpose. The City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.

SECTION 5.2.ASH TRANSPORT AND DISPOSAL GUARANTEE.

(A) Guarantee. The obligations of the Company under and referenced by this Section constitute to the "Ash Transport and Disposal Guarantee." The Company (or its Subcompany) shall transport and Dispose of all Ash from the WTE Facility in accordance with all requirements of this Contract. Each load of Ash shall be fully covered and secured as required by Applicable Law so as to prevent any blowing, spilling or leakage of the material being transported. Without limiting any other requirement of this Contract, the Company shall have a sufficient number of

transport containers, vehicles and drivers available in order to ensure that all Ash can be transported and Disposed of in a consistent manner with this Contract and all other applicable Contract Standards.

(B) Containers and Vehicles. The Company or its Subcompany, as applicable, shall operate Ash containers and transport vehicles in accordance with Applicable Law and shall not use transport vehicles that are used in the performance of the Contract Services for transporting any other commodities, products or waste without the approval of the City in its discretion.

SECTION 5.3. ASH ACCEPTANCE AND TRANSFER OF OWNERSHIP.

(A) Ash. Without limiting any Company obligation hereunder with respect to the receipt, processing and loading of Ash at the WTE Facility, ownership of the Ash shall pass to the Company at the time the Company initiates hauling the material. After this transfer of ownership occurs and without limiting any other Company responsibility hereunder, the Company shall be responsible for all duties, costs, and liabilities associated with managing the Ash within the container. Title to and liability for any Unacceptable Waste shall remain with the City at all times.

(B) Hazards. If a container is delivered by or on behalf of the Company to the Disposal Site with external evidence (such as smoke or extreme heat) that the container might contain hazardous or explosive material, the Company shall take steps necessary to protect its employees and the public from potential hazard. The Company is responsible for all costs and liabilities associated with managing the Ash within the container.

(C) Identification of Vehicles. The Company shall ensure that each loaded vehicle containing Ash is individually identifiable for tracking purposes. The Company shall insure that each loaded vehicle is weighed by the City on the scales prior to its departure. The Company shall maintain its own records for each loaded vehicle containing Ash and the date and time of departure and arrival and destination of each loaded vehicle containing Ash. The Company shall make these records available to the City upon request and shall make current vehicle location information available to the City at any time upon request in order to respond to emergencies or for other City waste management purposes.

SECTION 5.4. ACCIDENTS DURING TRANSPORT. The Company or its Subcompany, as applicable, shall transport all Ash to the Disposal Site in accordance with the Contract Standards. The Company shall give notice to the City and all appropriate Governmental Bodies immediately upon the occurrence of any accident involving vehicles used for transportation of any Ash and shall commence remedial action in accordance with Applicable Law and all other applicable Contract Standards. In the event of any accident involving the Company or its Subcompanies' vehicles or any accident caused by the Company or its Subcompanies, the Company shall pay any resulting fines, assessments, penalties or damages resulting therefrom and indemnify, defend and hold harmless the City Indemnitees from any Loss-and-Expense resulting therefrom in the manner provided in Section 9.2.

SECTION 5.5. SPILLAGE, LEAKAGE, AND OTHER NUISANCES. Without limiting anything under this Contract, the Company or its Subcompany, as applicable, shall:

- (1) be responsible for the cleanup of any spillage or leakage caused by the Company or the Company's employees or Subcompanies;
- (2) clean up any materials, including leakage of fluids, spilled while performing the Contract Services;
- (3) ensure that all materials are contained, covered and enclosed during transport to prevent leaking, spilling, or blowing of materials;
- (4) perform all clean-ups within two (2) hours of when the Company or the Company's employees or Subcompanies first learns of the spilling, leaking or blowing of materials;
- (5) pick up all litter caused by the performance of the Contract Services;
- (6) maintain or cause to be maintained all Company Provided Facilities, including all associated equipment, in a manner that prevents odors, including through routine cleaning of such equipment; and
- (7) ensure that nuisances are not caused by the Company or the Company's employees or Subcompanies while performing the Contract Services.

SECTION 5.6 RIGHT TO INSPECT, REJECT. The City and the Company shall mutually agree upon a mutual Ash testing schedule. The Company shall not be required to receive, accept or dispose of any Unacceptable Waste. Notwithstanding anything contained herein to the contrary, the Company reserves the right to inspect and test (at the WTE Facility and/or the Disposal Site before disposal), any and all waste and other material received at the Disposal Site hereunder for Disposal. The Company may reject any Unacceptable Waste or such Suspicious Waste that Company reasonably and in good faith believes would, upon Disposal, (a) not be consistent with the Company's special waste management plan, (b) be a violation of Applicable Law, or (c) in the Company's reasonable opinion would present a significant risk to human health or the environment or create or expose the Company, the City or any affiliate thereof to potential liability.

SECTION 5.7 CONTINUING COMPLIANCE. The City has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by the City which may affect the acceptability of the Ash by the Company (including, without limitation, all information related to materials previously provided to the Company hereunder, and materials to be delivered in the future). Further, the City shall comply with all reasonable requests by the Company for evidence of the City's continuing compliance with the terms of this Contract, including, but not limited to, the following: (a) providing new, updated waste profiles on Ash offered for Disposal, (b) providing appropriate certification that the Ash being offered for Disposal is accurately reflected by the appropriate application, (c) allow the Company to re-sample the Ash if reasonable cause exists as to its acceptability under the terms of this Contract (and the City shall be responsible for all costs and expenses associated with such sampling if such Ash is determined to be Unacceptable Waste), or (d) all of the above; provided however, any testing of Ash will only include criteria established in the Facility's Ash Management Plan or any other subsequent agreements with the Department of Ecology.

ARTICLE VI RECORDS AND REPORTING

SECTION 6.1. REPORTS. The Company shall provide to the City the following information on a monthly basis:

- (1) documentation regarding deliveries of Ash to the Company Provided Facilities, including date of delivery, date of Disposal at the Disposal Site, tonnage of Ash transported to and Disposed of at the Disposal Site, type of container or trailer (i.e., closed top or open top and compacted or uncompacted) and any other related information reasonably requested by the City;
- (2) a summary of any accidents that occurred during the prior month and that are required to be reported hereunder, including the date and time of each such accident, a description of the accident and a description of the actions taken by the Company in response, including all notices and reports required to be given and made hereunder; and
- (3) any other information reasonably requested by the City.

SECTION 6.2. ASSET AND FINANCIAL RECORDS.

(A) Availability of Records to City. The Company shall make available to the City upon City request all records required to be kept pursuant to this Section, including all operations, maintenance, performance and similar records and data as are available to the Disposal Site. Said Records shall be maintained and available to the City for a period of at least three (3) years from the termination of this Contract.

SECTION 6.3. COMPLIANCE WITH APPLICABLE LAW.

(A) Compliance Obligation. The Company shall perform the Contract Services in accordance with Applicable Law (including all applicable federal, State and local environmental laws, regulations, ordinances, rules, requirements, permits and other authorizations that affect the Contract Services), and shall cause all Subcompanies to comply with Applicable Law.

(B) Investigations of Non-Compliance. In connection with any actual or alleged event of non-compliance with Applicable Law, the Company shall, in addition to any other duties which Applicable Law may impose: (1) fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body; (2) attend all meetings and hearings required by any Governmental Body; (3) provide all corrective action plans, reports, submittals and documentation required by any Governmental Body; and (4) immediately upon receipt thereof, provide the City with a true, correct and complete copy of any written notice of violation or non-compliance with Applicable Law, and true and accurate transcripts of any oral notice of non-compliance with Applicable Law, issued or given by any Governmental Body. The Company shall furnish the City with an immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance.

(C) Fines, Penalties and Remediation. Except to the extent excused by Uncontrollable Circumstances in accordance with this Contract, in the event that the Company or any Subcompany fails at any time to comply with Applicable Law, the Company shall, without limiting any other remedy available to the City upon such an occurrence and notwithstanding any other provision of this Contract: (1) immediately correct such failure and resume compliance with Applicable Law; (2) indemnify, defend and hold harmless the City Indemnitees from any Loss-and-Expense resulting therefrom in the manner provided in Section 9.2; (3) pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all improvements and changes in operating and management practices which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy the failure to comply with Applicable Law.

ARTICLE VII ASH DISPOSAL CHARGE - “SERVICE FEE”

SECTION 7.1. SERVICE FEE. Beginning on the Commencement Date, the City shall pay the Company an Ash Disposal charge in accordance with this Article (the “Service Fee”) as the sole compensation for the Company’s performance of the Contract Services under this Contract. The Service Fee shall be calculated and paid to the Company according to this Article.

(A) Generally. The Service Fee is an all-inclusive set fee per ton, based on whether the Ash is used as ADCM or Disposed in a Mono-Cell. The Service Fee for any Billing Period shall be an amount equal to the product of (a) the number of Tons of Ash accepted at the Disposal Site from the WTE Facility, multiplied by (b) \$63.00 for Ash used as ADCM or \$71.00 per ton for Ash Disposed of in the Mono-Cell. These per ton Service Fees are all inclusive and subject to annual price adjustments listed in subsection B.

(B) Annual Adjustment. The first full year (2024) of the Contract will be the base year for assessment, each subsequent year there will be an opportunity for price adjustment using the method as follows. Price adjustment review will occur in Q4 of a given calendar year and published for both parties to review prior to effectivity date on January 1 of the following year. The first opportunity for adjustment will have an effective date of January 1st, 2025.

The City will adjust the Service Fee to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, all Items for All Urban Consumers (CPI-U) (the “Index”). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just completed year by the Index number for the previous year. In the event the Index number remains unchanged, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments

	<u>Index</u>	<u>Adjust Factor</u>	<u>Service Fee</u>
Base Year N	125		\$50
N+1	125.844	1.030752	\$51.54
N+2	133.315	1.034710	\$53.33
N+3*	132.474	No Change	\$53.33
N+4**	133	No Change	\$53.33
N+5	137.748	1.033252	\$55.10
N+6	140.054	1.016741	\$56.02

*No change – Index decreased

**No change – Index did not exceed highest previous Index

(C) Increases for Taxes, Fees and Other Governmental Charges. Notwithstanding anything herein to the contrary, the Company may pass through and the City shall pay to the Company any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Company (other than income or real property taxes). Notwithstanding the foregoing, the Company shall provide the City at least thirty (30) days advanced written notice of any such proposed pass through and shall be subject to City review and approval (which shall not be unreasonably withheld, conditioned or delayed).

SECTION 7.2. BILLING AND PAYMENT.

(A) Billing. The City shall pay the Service Fee for each Reporting Year monthly in an amount equal to the sum of on a monthly basis and in accordance with Section 7.1.

(B) Payment. The Service Fee for each Billing Period shall be compensation for the Contract Services rendered during the prior month. If the Company provides the City with an accurate invoice (referencing this Contract) by the fifteenth (15th) day of the month following the applicable Billing Period which sets forth the required Service Fee components, computations, information and supporting documentation for such Billing Period as calculated for the then current month, and such other documentation or information as the City may reasonably require to determine the accuracy and appropriateness of the invoice, then the City shall pay the invoice within thirty (30) days after receipt.

SECTION 7.3. BILLING STATEMENT DISPUTES. If the City disputes any amount billed by the Company, the City may either (1) pay the disputed amount when otherwise due, and provide the Company with a written objection indicating the amount that is being disputed and

providing all reasons then known to the City for its objection to or disagreement with such amount, or (2) withhold payment of the disputed amount and provide the Company with written objection as aforesaid within the time when such amount would otherwise have been payable. When any billing dispute is finally resolved, if payment by the City to the Company of amounts withheld or reimbursement to the City by the Company of amounts paid under protest is required, such payment or reimbursement shall be made within forty-five (45) days after the date of resolution, with interest thereon at the Overdue Rate calculated from the date of resolution to the date of payment.

SECTION 7.4. TAXES. The Company shall be responsible for all federal, State, City and municipal Taxes and any other Tax imposed in connection with its performance of the Contract Services; provided, however, that the City shall be responsible for all real property Taxes which may be assessed against the WTE Facility.

ARTICLE VIII DEFAULT, TERMINATION AND DISPUTE RESOLUTION

SECTION 8.1. REMEDIES FOR BREACH. The Parties agree that, except as otherwise provided in this Article with respect to termination rights, in the event that either Party breaches this Contract, the other Party may exercise any legal rights it has under this Contract, under the Security Instruments or under Applicable Law to recover damages or to secure specific performance, and that such rights to recover damages and to secure specific performance shall ordinarily constitute adequate remedies for any such breach. Neither Party shall have the right to terminate this Contract for cause except upon the occurrence of an Event of Default.

SECTION 8.2. EVENTS OF DEFAULT BY THE COMPANY.

(A) Events of Default Not Requiring Previous Notice or Further Cure Opportunity for Termination. Each of the following will constitute an Event of Default by the Company upon which the City, by notice to the Company, may terminate this Contract without any requirement of having given notice previously or of providing any further cure opportunity:

- (1) Security for Performance. The failure of the Company to obtain, maintain in full force and effect or renew within thirty (30) days prior to expiration any Security Instrument required by Article 8 as security for the performance of this Contract;
- (2) Required Insurance. The failure of the Company to obtain and maintain in full force and effect in accordance with the requirements of this Contract any Required Insurance coverage;
- (3) Fraud or Debarment. The Company is party to fraud against the City, or the Company is disbarred, suspended, or otherwise disqualified from federal, State or City contracting for any services similar in nature to the Contract Services;

- (4) Assignment or Transfer without Consent. The assignment or transfer by the Company of this Contract or any right or interest herein without the City's prior written consent;
- (5) Insolvency. The insolvency of the Company as determined under Applicable Law;
- (6) Voluntary Bankruptcy. The filing by the Company of a petition of voluntary bankruptcy under the Bankruptcy Code; the consenting of the Company to the filing of any bankruptcy or reorganization petition against the Company under the Bankruptcy Code; or the filing by the Company of a petition to reorganize the Company pursuant to the Bankruptcy Code; and
- (7) Involuntary Bankruptcy/Receivership. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Company or of a major part of the Company's property, respectively, or the filing against the Company of a petition to reorganize the Company pursuant to the Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within ninety (90) days after such issuance or filing, respectively.
- (8) Change in Law. A Change in Law prevents the Disposal Site from accepting Ash for Disposal.

(B) Events of Default Requiring Previous Notice and Cure Opportunity for Termination. It will be an Event of Default by the Company upon which the City may terminate this Contract, by notice to the Company, if: (1) any representation or warranty of the Company hereunder was false or inaccurate in any material respect when made, and the legality of this Contract or the ability of the Company to carry out its obligations hereunder is thereby adversely affected; or (2) the Company fails, refuses or otherwise defaults in its duty (a) to pay any amount required to be paid to the City under this Contract within sixty (60) days following the due date for such payment, or (b) to perform any material obligation under this Contract (unless such default is excused by an Uncontrollable Circumstance as and to the extent provided herein), except that no such default (other than those set forth in subsection (A) of this Section) will constitute an Event of Default giving the City the right to terminate this Contract for cause under this subsection unless:

- (1) The City has given prior written notice to the Company stating that in its opinion a specified default in its duty to pay or perform exists which gives the City a right to terminate this Contract for cause under this Section, and describing the default in reasonable detail; and
- (2) The Company has not initiated within a reasonable time (in any event not more than thirty (30) days from the initial default notice) and continued with due diligence to carry out to completion all actions reasonably necessary to correct the default and prevent its recurrence.
- (3) If the Company has initiated within such reasonable time and continued with due diligence to carry out to completion all such actions, the default

will not constitute an Event of Default during such period of time (in any event not more than sixty (60) days from the initial default notice) as the Company continues with due diligence to carry out to completion all such actions.

(C) Remedies Upon Company Event of Default. The right of termination provided under this Section upon an Event of Default by the Company is not exclusive. If this Contract is terminated by the City for an Event of Default by the Company, the City will have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Contract, under the Security Instruments and under Applicable Law. The Company acknowledges and agrees that actual damages will include the costs, fees, expenses, and damages incurred by City on account of the Company Event of Default, including re-procurement costs and any costs in excess of the Service that are necessary provide for the Contract Services.

SECTION 8.3. TERMINATION

(A) Uncontrollable Circumstances. In the event an Uncontrollable Circumstance causes a total constructive loss of the WTE Facility, or in the event an Uncontrollable Circumstance prevents the Disposal Site from accepting Ash for Disposal, the affected Party shall not be required to pay the other Party any termination fee.

(B) Non-Appropriation of Funds. This Contract is subject to modification or termination by the City if adequate funds are not appropriated to support continuation of performance in any fiscal year following the first Reporting Year. In the event adequate funds are not appropriated to support continuation of performance, the City shall be entitled to terminate this Contract without further liability to the Company.

(C) Payment of Amounts Owing Through the Termination Date and Termination Costs. Upon any termination pursuant to this Section, the Company shall also be paid all amounts due for the Contract Services to be paid as part of the Service Fee but not yet paid as of the Termination Date.

SECTION 8.4. OBLIGATIONS UPON TERMINATION OR EXPIRATION.

(A) Company Obligations. Upon a termination of the Company's right to perform this Contract under this Article, or upon the expiration of this Contract under Section 3.1, the Company shall, as applicable:

- (1) stop the Contract Services on the date and to the extent specified by the City;
- (2) notify the City promptly in writing of any Legal relating to the termination of this Contract;
- (3) give written notice of termination, effective as of the Termination Date, promptly under each policy of Required Insurance (with a copy of each such notice to the City), but permit the City to continue such policies thereafter at its own expense, if possible;

SECTION 8.5. SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION. All representations and warranties of the Parties contained in this Contract, the Parties indemnity obligations in this Contract with respect to events that occurred prior to the Termination Date or during the Company's provision of the transition services under Section 9.3, and all other provisions of this Contract that so provide shall survive the termination of this Contract, subject to any statute of limitation provisions of Applicable Law. No termination of this Contract shall (1) limit or otherwise affect the respective rights and obligations of the Parties accrued prior to the date of such termination; or (2) preclude either Party from impleading the other Party in any Legal Proceeding originated by a third party as to any matter occurring during the Term to the extent permitted under Applicable Law.

SECTION 8.6. NO WAIVERS. No action of the City or the Company under this Contract (including any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Contract. No course of dealing or delay by the City or the Company in exercising any right, power or remedy under this Contract shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the City or the Company under this Contract shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

SECTION 8.7. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory; provided, however, that the waiver of the foregoing damages under this Section is intended to apply only to disputes and claims as between the City and the Company. Nothing in this Section shall limit the obligation of a Party to indemnify, defend and hold harmless the other Party for any special, incidental, consequential, punitive or similar damages payable to third parties resulting from any act or circumstance for which the indemnifying Party is obligated to indemnify the indemnified Party in accordance with and to the extent provided hereunder. In addition, the Company acknowledges and agrees that nothing in this Section shall serve as a limitation or defense with respect to any obligation of the Company to pay any liquidated damages specifically provided for under this Contract.

SECTION 8.8. FORUM FOR DISPUTE RESOLUTION. It is the express intention of the Parties that all litigation or other legal proceedings related to this Contract or to the Transfer Stations, any Disposal Site or to any rights or any relationship between the Parties arising from this Contract ("Legal Proceedings") shall be solely and exclusively initiated and maintained in the Washington State Superior Court for Spokane City. The Company and the City each irrevocably consents to the jurisdiction of that court in any such Legal Proceedings, waives any objection it may have to so laying the jurisdiction of any such Legal Proceeding, and the Company and City waives its right to a trial by jury.

SECTION 8.9. NON-BINDING MEDIATION.

(A) Rights to Request and Decline. Either Party may request Non-Binding Mediation of any dispute arising under this Contract. The non-requesting Party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of such Non-Binding Mediation shall be divided equally between the City and the Company.

(B) Procedure. The Mediator shall be a professional engineer, attorney or other professional mutually acceptable to the Parties who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.

(C) Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation or application of this Contract. No Mediator shall be empowered to render a binding decision.

(D) Relation to Judicial Legal Proceedings. Nothing in this Section shall operate to limit, interfere with or delay the right of either Party under this Article to commence judicial Legal Proceedings upon a breach of this Contract by the other Party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

SECTION 8.10. CONTINUANCE OF PERFORMANCE DURING DISPUTE.

Unless otherwise directed in writing by City, at all times during the course of any dispute resolution procedure or Legal Proceeding, the Company shall continue with the performance of all Contract Services in a diligent manner and in accordance with the applicable provisions of this Contract. The City shall continue to satisfy its uncontested payment obligations to the Company during the pendency of any such dispute, subject to the terms and conditions of this Contract. Records of the Contract Services performed during such time shall be kept in accordance with the applicable provisions of this Contract.

ARTICLE IX
INSURANCE, UNCONTROLLABLE CIRCUMSTANCES AND INDEMNIFICATION

SECTION 9.1. REQUIRED INSURANCE. During the term of this Contract, the Company 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 Company's services to be provided under this Contract.

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

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 Company to the City.

As evidence of the insurance coverages required by this Contract, the Company shall furnish acceptable insurance certificates to the City within ten (10) days following its execution and return of this 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 Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION 9.2. UNCONTROLLABLE CIRCUMSTANCES.

(A) Relief from Obligations. Except as expressly provided in this Contract, a Party shall not be liable to the other Party for any loss, damage, delay, default or failure to perform any obligation to the extent resulting from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance shall apply to all obligations in this Contract, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Contract but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a Party's obligation to pay monies previously accrued and owing under this Contract, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances.

(B) Notice and Mitigation. The Party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other Party by telephone, facsimile or email (accompanied by a telephone call to the City's Contract Representative), on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within fifteen (15) days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such Party's obligations hereunder shall be delayed, or otherwise affected; (3) the estimated amount, if any, by which the Service Fee may need to be adjusted as a result of such Uncontrollable Circumstance; (4) its estimated impact on the other obligations of such Party under this Contract; and (5) potential mitigating actions which might be taken by the Company or City and any areas where costs might be reduced and the approximate amount of such cost reductions. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected Party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause thereof, mitigate and limit damage to itself and the other Party, and resume full performance under this Contract. While the Uncontrollable Circumstance continues, the affected Party shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted. The

Party claiming to be adversely affected by an Uncontrollable Circumstances shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other Party. The Company shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

(C) Conditions to Cost, Performance and Schedule Relief. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost of the Company's performing the Contract Services in accordance herewith, and the Company has given timely notice as required by subsection (B) of this Section, the Company shall be entitled to an increase in the Service Fee, relief from its performance obligations, or an extension of schedule which properly reflects the increased cost, the interference with performance, or the time lost as a result thereof, in each case only to the minimum extent reasonably forced on the Company by the event, and the Company shall perform all other Contract Services. In the event that the Company believes it is entitled to any Service Fee, performance or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the City written notice of the specific relief requested and detailing the event giving rise to the claim within ten (10) days after the giving of notice delivered pursuant to subsection (B) of this Section. Within thirty (30) days after receipt of such a timely submission from the Company, the City shall issue a written determination as to the extent, if any, it concurs with the Company's claim for Service Fee, performance or schedule relief, and the reasons therefor. The Company acknowledges that its failure to give timely notice pertaining to an Uncontrollable Circumstance as required under this Section may adversely affect the City. To the extent the City asserts that any such adverse effect has occurred and that the adjustment to the Company under this subsection should be reduced to account for such adverse effect, the Company shall have the affirmative burden of refuting the City's assertion. Absent such refutation, the reduction in adjustment to the Company asserted by the City in such circumstances shall be effective. The agreement of the Parties as to the specific relief to the Company on account of an Uncontrollable Circumstance shall be evidenced by a Contract Administration Memorandum or a Contract Amendment, as applicable.

(D) Acceptance of Relief Constitutes Release. The Company's acceptance of any Service Fee, performance or schedule relief under this Section shall be construed as a release of the City by the Company (and all persons claiming by, through or under the Company) for any and all Loss-and-Expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

SECTION 9.3. INDEMNIFICATION

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) property damage, and/or contamination of or adverse effects on the environment, which arise from the Company's negligence or willful misconduct under this Contract, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require the Company to indemnify the City against and hold harmless the City from claims, demands or suits based upon the negligence or willful misconduct of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence or willful misconduct of the Company's agents or employees and the City, its agents, officers and employees,

this indemnity provision shall be valid and enforceable to the extent of the negligence or willful misconduct of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

The City shall defend, indemnify, and hold the Company 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), property damage, and/or contamination of or adverse effects on the environment, including reasonable attorneys' fees and litigation costs, which arise from (i) the City's negligence or willful misconduct under this Contract; provided that nothing herein shall require the City to indemnify the Company against and hold harmless the Company from claims, demands or suits based upon the negligence or willful misconduct of the Company, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence or willful misconduct of the City's agents or employees and the Company, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence or willful misconduct of the City, its agents or employees. The City specifically assumes liability and agrees to defend, indemnify, and hold the Company harmless for actions brought by the City's own employees against the Company and, solely for the purpose of this indemnification and defense, the City specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The City 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 Company harmless provided for in this section shall survive any termination or expiration of this Contract.

ARTICLE X MISCELLANEOUS

SECTION 10.1. RELATIONSHIP OF THE PARTIES. The Company is an independent Company of the City and the relationship between the Parties shall be limited to performance of this Contract in accordance with its terms. Neither Party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other Party. Nothing in this Contract shall be deemed to constitute either Party a partner, agent or legal representative of the other party. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to any Party's agent or employee as a result of this Contract or the performance thereof.

SECTION 10.2. LIMITED RECOURSE TO CITY. No recourse shall be had to the general fund or general credit of the City for the payment of any amount due the Company hereunder, whether on account of the Service Fee or for any payment or claim of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the Company for all such amounts shall be to the funds held in the City's

Solid Waste Enterprise Fund, as described in the City’s annual audit report. All amounts held in the Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the Company.

SECTION 10.3. ASSIGNMENT

(A) By the Company. The Company shall not assign, transfer, convey, sell, lease, encumber or otherwise dispose of (collectively, “transfer”) this Contract, its right to execute the same, or its right, title or interest in all or any part of this Contract or any monies due hereunder whatsoever prior to their payment to the Company, whether legally or equitably, by power of attorney or otherwise, without the prior written consent of the City. For purposes of this Section 10.4, transfer includes the acquisition of a controlling interest in the Company by another Party, through any process of merger, acquisition, stock transfer or other transaction.

Any such approval given in one instance shall not relieve the Company of its obligation to obtain the prior written approval of the City to any further assignment. Any such assignment of this Contract which is approved by the City shall require the assignee of the Company to assume the performance of and observe all obligations, representations and warranties of the Company under this Contract. The approval of any assignment, transfer or conveyance shall not operate to release the Company in any way from any of its obligations under this Contract unless such approval specifically provides otherwise.

SECTION 10.4. AMENDMENT AND WAIVER.

(A) Contract Amendments. Notwithstanding the provisions herein, no material change, alteration, revision or modification of the terms and conditions of this Contract shall be made except through a written amendment to this Contract duly authorized, approved or ratified by the City and duly authorized by the Company (a “Contract Amendment”).

(B) Waiver. Any of the terms, covenants, and conditions of this Contract may be waived at any time by the Party entitled to the benefit of such term, covenant or condition if such waiver is in writing and executed by the Party against whom such waiver is asserted.

SECTION 10.5. 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 Company agrees to comply with, and to require that all Subcompanies comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

SECTION 10.6. 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 this Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract. The Company will comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by

Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)

SECTION 10.7. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City’s Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

SECTION 10.8. NOTICES.

(A) Procedure. Except as specifically provided in subsection herein with respect to the initial notice of an Uncontrollable Circumstance, all notices, consents, approvals or written communications given pursuant to the terms of this Contract shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery; or (3) given by email if a signed original is deposited in the United States Mail within two days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each Party. Either Party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

(B) Company Notice Address. Notices required to be given to the Company shall be addressed as follows:

Finley-Buttes Limited Partnership
c/o Waste Connections of Washington, Inc.
12115 NE 99th St #1830
Vancouver, WA 98682
Attention: Division Vice President

With copies to:

Waste Connections US Holdings, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Legal Department

(C) City Notice Address. Notices required to be given to the City shall be addressed as follows:

City of Spokane
Waste-to-Energy Facility
2900 South Geiger Boulevard, Spokane, Washington.
Attn: Director Solid Waste Management
CAveryt@Spokanecity.org

With a copy to:

City Attorney's Office
808 W. Spokane Falls Blvd
Spokane, WA 99220

SECTION 10.9. NOTICE OF LITIGATION. In the event the Company or City receives notice of or undertakes the defense or the prosecution of any Legal Proceedings, claims, or investigations in connection with the Ash, the Party receiving such notice or undertaking such prosecution shall give the other Party timely notice of such proceedings and shall inform the other Party in advance of all hearings regarding such proceedings.

SECTION 10.10. FURTHER ASSURANCES. The City and Company each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Contract. The City and the Company, in order to carry out this Contract, each shall provide such information, execute such further instruments and documents and take such actions as may be reasonably requested by the other and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for herein.

[SIGNATURE PAGE FOLLOWS]

STATE OF

ss:

CITY OF

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

DATED this _ day of _____ 202__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT A
SPECIAL WASTE ACCEPTANCE CRITERIA

[To be attached hereto.]

Form 1

PERFORMANCE BOND

[Form of Performance Bond to be approved or provided by the Company's surety.]

We, **Finley Buttes, L.P.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of _____ (\$_____) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SERVICE CONTRACT FOR TRANSPORT AND DISPOSAL OF ASH**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

FINLEY BUTTES L.P.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

APPENDIX 1

**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 this Contract.

RFP Draft Contract Appendices

<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)

Bid Response Summary

Bid Number RFP 5817-23
Bid Title Transportation and Disposal of Incinerator Ash and Bypass Waste
Due Date Monday, March 20, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Waste Connections
Submitted By Jocelyn Jones - Sunday, March 19, 2023 9:33:15 AM [(UTC-08:00) Pacific Time (US & Canada)]
jocelynr@wcnx.org 3609360386

Comments**Question Responses**

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Meeting			
	1	A MANDATORY pre-bid conference will be held on Tuesday, January 31st, 2023: Starting at 8:00 A.M. at the Waste to Energy Facility (WTE), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224, and then continuing at the Valley Transfer Station at 11:00 A.M., and then continuing at the Colbert Transfer Station at 2:00 P.M. This meeting is MANDATORY only bidders who attended would be able to submit a proposal.	AGREED AND ACKNOWLEDGED
	2	Bidder realize if it did not attend the Mandatory Pre-Bid Meeting, it will be non-responsive, and therefore, cannot submit a bid.	AGREED AND ACKNOWLEDGED
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED

4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Jocelyn Jones 360-936-0386 jocelyn.jones@wasteconnections.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Jason Hudson 503-318-1572 jason.hudson@wasteconnections.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Waste Connections Response - RFP Number 5817-23 Transportation and Disposal of Incinerator Ash and Bypass Waste.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	Addendum 1 RFP 5817-23 1-18-2023.docx
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

**ADDENDUM NO. 1
January 18, 2023**

RFP 5817-23

Transportation and Disposal of Incinerator Ash and Bypass Waste

This Addendum makes the following changes:

-Due Date Changed TO: 3/20/2023, 1:00PM, FROM: 2/27/2023, 1:00PM.

-GENERAL INFORMATION, 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES, changes the following dates:

-Proposals Due changed TO: March 20, 2023, FROM: February 27, 2023

-Evaluation, Negotiation and Contract Award change TO: March 21, 2023 - April 21, 2023, FROM: February 28th, 2023 -March 28th, 2023

-RFP ATTACHMENTS

Design Dimensions, New Ash House Truck Loading Example, has since been uploaded in the bid tab's Documents.

**Rick Rinderle
Procurement Specialist**

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

Signature



RFP Response:

Transportation and Disposal of Incinerator Ash and Bypass Waste
RFP NUMBER: 5817-23



WASTE CONNECTIONS

1. Cover Letter



WASTE CONNECTIONS
Connect with the Future

City of Spokane Purchasing Department
c/o Rick Rinderle, Procurement Specialist
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RE: Request for Proposals for Transportation and Disposal of Incinerator Ash and Bypass Waste

Dear Mr. Rinderle,

Finley Buttes Limited Partnership (FBLP) dba Finley Buttes Regional Landfill (FBRL), is pleased to submit this proposal for the transportation and disposal of incinerator ash, bypass waste, and nonprocessable waste from the City-owned Waste to Energy facility.

FBRL is excited to offer the City of Spokane the opportunity to use its incinerator ash in a beneficial way versus disposal. FBRL is proposing using the incinerator ash as alternative daily cover material (ADC), allowing us to avoid mining 60-65,000 tons of virgin soil each year, thus helping the landfill reduce greenhouse gas emissions and carbon footprint.

As the current operator of the County Transfer Stations, we are uniquely positioned to best coordinate transportation by direct hauling bypass material to Finley Buttes Regional Landfill, resulting in immediate savings to the County and benefiting the City with more reliable, effective transportation.

We hereby propose providing services in accordance with this proposal, including the proposal forms and accompanying documentation submitted with our RFP response.

I am authorized to negotiate and bind our company in a contract. I will also be your primary contact for any clarifications throughout the RFP and contract negotiation process.

Please reference our response for applicable exceptions. We have also included an Executive Summary providing an overview of the significant business features of this proposal.

Sincerely,

Jason Hudson, Division Vice President
12115 NE 99th Street #1830
Vancouver WA 98682
Phone: (503) 318-1572
Jason.Hudson@WasteConnections.com



Executive Summary

A Local, Collaborative Partner with Unique Benefits

Local Presence

As the existing operator of the two Spokane County-owned transfer stations, **we understand the need to work cooperatively and collaboratively with the City of Spokane** to provide the most optimal service levels required of the Spokane County Regional Solid Waste System (SCRSWS). Waste Connections believes that our experienced management, decentralized operating strategy, financial strength, size, and public company status make us an ideal partner for this solid waste collection and disposal opportunity.

Our proposed contract manager, Aaron Lawhead, is an Eastern Washington resident. Aaron has provided solid waste management services in the greater Spokane area for several years and is currently managing the transfer station operations and disposal contract with Spokane County. He also provides oversight to the hauling operations of Empire Disposal, which serves SE Spokane, Whitman, Garfield, Columbia, and Latah counties in addition to Lakeside Disposal, which serves the City of Moses Lake. With the support of division vice president, Jason Hudson, and the resources of Waste Connections, Aaron will be managing a highly qualified and experienced team with proven capabilities.

Unique Benefits

- **Transportation/Operations Enhancement:** Previous advantages in rail transportation have diminished in recent years as increased industry employee turnover and safety & maintenance concerns continue to plague the industry. Locally, rail equipment availability for moving waste generated in the Spokane region has long been a shared concern. As a result, we believe the SCRSWS would be best served by over-the-road transport. Two distinct advantages resulting from over-the-road transport are **speed and flexibility**.
- **Environmental Benefits:** FBRL plans to use the incinerator ash in an **environmentally beneficial way** by proposing use of incinerator ash as alternative daily cover material, allowing us to avoid mining 60-65,000 tons of virgin soil each year, thus helping the landfill reduce greenhouse gas emissions and carbon footprint.
- **Additional Cost Savings:** We can direct haul waste and ash over-the-road via covered trailers to the Finley Buttes Regional Landfill (FBRL). Doing so eliminates the cost to transfer bypass material from the transfer stations to the rail yard, for a **savings to the County of \$8.31 per ton or approximately \$500,000 annually**.

A Collaborative City Partner

Waste Connections will work collaboratively with the City and Republic Services, dba Regional Disposal Company, to ensure a smooth transition. Waste Connections is known for its team-oriented, ethical approach to working with our municipal clients. We welcome input as we develop transition and operations plans, and feedback on our performance - **we listen**. We will negotiate fairly regarding contract modifications such as service adjustments, unanticipated rate adjustments and/or contract extensions.



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2. Experience and Qualifications

Waste Connections' Experience

Our parent company, Waste Connections, is the third largest solid waste services company in North America, with 20,000 employees, \$7.2 billion in annual revenue, and \$17.1 billion in assets. Waste Connections provides non-hazardous waste collection and transfer & disposal services, serving more than eight million residential, commercial and industrial customers in mostly exclusive and secondary markets across 43 states in the U.S. and six provinces in Canada. Waste Connections also provides non-hazardous oilfield waste treatment, recovery, and disposal services in several basins across the U.S., as well as intermodal services for the movement of cargo and solid waste containers in the Pacific Northwest. We have successful partnerships/contracts with over 850 city, county, and joint powers agencies. **Our uniquely decentralized business model provides local managers with the authority to run their business and make on the ground decisions without having to "call corporate."**

Our company culture is driven by a "Servant Leadership" management philosophy which promotes respect, encouragement, accountability, teamwork, and colleagues who truly care for each other. We don't operate from a "top down" principle but from a "bottom-up" perspective. Our company cherishes our employees, expects the highest moral standards from our leadership team, and seeks to give back to the local communities in which we operate.



WASTE CONNECTIONS



Waste Connections of Spokane

On November 17, 2014, the City of Spokane transferred ownership and operation of county-wide solid waste disposal to Spokane County, who then contracted with Waste Connections for the operations, maintenance, transport, and disposal of MSW, yard waste, nonprocessible waste, and household hazardous waste (HHW).

Since commencing operation, the Spokane County Transfer Stations have provided uninterrupted and unparalleled services to Spokane County. Over the course of the contract we have demonstrated our flexibility as a business partner. Not only have we agreed to amending the contract on three separate occasions, but have also worked with the City, the County, and multiple subcontractors to manage bypass waste. The volumes of bypass waste, initially nonexistent upon contract commencement, now average in excess of 60,000 tons annually.

In addition to our operations in Spokane, we also operate Empire Disposal which employs 16 local personnel who provide solid waste collection and recycling services to 8,500 residential and commercial customers in SE Spokane, Whitman, Garfield, Columbia, and Latah counties. We also operate and manage Lakeside Disposal, the exclusive provider serving the City of Moses Lake. In Moses Lake, our dedicated team of 14 local residents, provide curbside solid waste, yard waste, and recycling collection services to all that call Moses Lake home. We also operate and manage the City's one & only recycle center which is free for citizens to utilize.

Finley Buttes Regional Landfill

Finley Buttes Regional Landfill (FBRL), a subsidiary of Waste Connections, Inc., provides similar solid waste transportation and disposal services to the scope of work in this RFP to **Aberdeen and Grays Harbor (69,984 tons in 2022); Skamania County (8,179 tons in 2022); and Clark County (380,000 tons in 2022).**



Our supporting transportation infrastructure is broad and our staff are highly experienced. FBRL is the only landfill in Oregon that accepts MSW using barge, rail, and trucking. The Port of Morrow has a solid waste unloading site originally built in support of solid waste hauls using barges. FBRL operates a unit-train sized (9,000 feet) rail siding at the Port of Morrow to receive solid waste by rail. FBRL is near the intersection of I-84 and I-82, the primary highway between Portland, Seattle, and Boise. This interstate provides reliable truck transport of solid waste to FBRL.

FBRL supports private solid waste collection companies in Pendleton, Hermiston, Heppner, Pasco, and other communities throughout the Northwest with solid waste disposal services. These customers self-haul solid waste to FBRL.

Finley Buttes Regional Landfill (FBRL) began operations in 1990 as a fully compliant Subtitle D solid waste landfill. FBRL consists of 1,800 acres of property, of which 507 acres are currently permitted for landfill operation. The landfill has an approved design capacity of over 80 million tons and averages 3,600 tons per day in daily gate receipts and over 900,000 tons of solid waste annually.

FBRL has operated a **unique landfill gas-to-energy facility** since December 2007. It helps meet Renewable Portfolio Standard (RPS) requirements for renewable energy and the EPA's new Source Performance Standards (NSPS) for greenhouse gas reductions. Energy from the facility is transmitted to PacifiCorp's Troutdale, Oregon, substation, where it is distributed to PacifiCorp customers. Use of the landfill gas to co-generate both electricity and heat for Cascade Specialties Inc.'s adjacent onion drying plant results in energy conversion efficiencies that exceed 70 percent.



Summary of Finley Buttes Regional Landfill

- Subtitle D Regional Landfill: Accepts MSW, Special Waste, Asbestos, C&D, Liquids for Solidification and Liquids for Beneficial Use
- Remaining Capacity: 143,066,000 CY
- Annual tons per year: over 900,000 tons per year or 3,600 tons per day
- Permitted landfill footprint: 498 acres
- Total property: 1,800 acres
- 18 employees (Operators, Laborers, Mechanics Office Staff, Sales Staff)
- Landfill Gas-to-Energy Plant
 - 3 CAT engines
 - Vertical and horizontal gas wells
 - 27,000,000 kilowatt-hours of energy (enough to power 3,000 homes). Transfers 210,000 therms per year of heat to Cascade Specialties. As a result of this agreement, Cascade Specialties has reduced their annual natural gas usage by 20%-30%



Operations Plans

Fill Progression and Phasing

The landfill is developed incrementally by designing and constructing disposal cells, based on various criteria, to facilitate the efficient and controlled placement of waste. Each incremental cell development sequence will typically have a minimum of one to three years of capacity. A fill plan is developed for each cell based on slope stability and operational constraints, including the stages of filling of adjacent cells.

Initial Lift Placement in New Cells

- Special care is taken in new cells when placing the first 10 feet of waste above the operations layer to protect the underlying liner system from potential damage. We ensure:
- Waste in the initial lift is devoid of any materials that could penetrate or puncture the LCRS and/or liner (i.e., demolition material, lumber, re-bar or other rigid, linear or bulky materials).
- Before a traffic path is established on the operations layer to haul waste in the initial waste lift, the operations layer thickness is increased by at least 2 to 3 feet along the traffic path.
- Landfill equipment is not operated directly on the operations layer above the liner system; a minimum of 10 feet of un-compacted refuse is placed above the operations layer before operating heavy point-load equipment, such as compactors or wheel loaders.
- The sloped working face of the first lift is not compacted; moderate compaction is applied to only the top portion of the first lift.

Waste Processing at the Working Face

After scaling in, haulers unload their waste on a tipping pad near the working face, or it is unloaded for them by the use of a tipper. The Equipment Operators observe the waste for unacceptable materials, and push acceptable waste to the working face to be spread and compacted.

Compacting Waste

The systematic compaction of waste has several benefits, including:

- Reduced the volume of waste material and conservation of airspace;
- Improves landfill stability by reducing total and differential waste settlement;
- Allows for easier and more economical cover placement;
- Improves litter control;
- Minimizes vector problems; and
- Creates a more aesthetic operation.



To achieve systematic compaction, the Equipment Operators:

- Separate large or bulky objects from refuse at the working face, placed in the upper portion of the advancing waste layer, and crushes the material to prevent bridging and voids that could result in localized subsidence.
- Spread the waste in two to three-foot thick layers to attain a lift thickness of about 10 to 20 feet.
- Make a minimum of four passes over spread waste to compact the material.
- Advance the lift face across the cell area.
- Grades final lift to design slopes.
- Maintains maximum slope grade of 3 horizontal (H): 1 vertical (V).
- Minimizes active working face and exposed waste area.

Post-Disposal Procedures

After unloading their vehicles or containers, haulers return to the scale house and the Attendant:

- Re-weighs the vehicle and enters appropriate information in computer system, and completes the net weight calculation.
- Prints invoice or receipt and stores transaction on computer system.
- Driver signs receipt and keeps one copy.
- Directs driver to exit the premises.

Daily Cover and Alternative Daily Cover (ADC)

Waste is required to be covered either with a minimum six-inch thick layer of soil or a DEQ-approved alternative daily cover (ADC) at the end of each day. The following ADC materials may be used:

- Ash
- Approved auto-fluff
- PCS
- Spray on cover material
- Tarpaulins

The use of daily cover has the following benefits:

- **Fire Control:** reduces the potential for and movement of fires within the landfill
- **Vector Control:** reduces available breeding sites for mosquitoes and discourages solid waste from attracting birds and rodents and other feral animals
- **Odor Control:** serves as an odor barrier or filter from odors emanating from waste
- **Litter Control:** reduces blowing litter



Intermediate Cover

Intermediate cover, consisting of a one-foot minimum thick layer of clean soil, is placed over waste lifts that have either reached final design grades or will not be disturbed for an extended period of time (about two months or more). The intermediate cover soils are graded and compacted to:

- Promote surface water run-off and reduce surface water infiltration;
- Control vectors, odors, and blowing litter; and
- Reduce the risk of landfill fires.

Vegetation is allowed to grow on top of the intermediate cover to stabilize the soil and protect against erosion. If the area is to be used again for waste disposal, the intermediate cover soils may be removed.

FBRL uses storm water control best management practices to minimize erosion of intermediate cover areas and exposure of waste material (flagging), utilizing ditches, berms, pipes, and bale-lines to capture, channel, and divert sheet flows away from intermediate cover areas. Excessive flagging in intermediate cover areas indicates the need to apply additional cover material to maintain adequate cover thickness. Any run-off that comes in contact with waste is treated as leachate.

If the intermediate cover is placed in locations that have reached final grades, the soils will be selected to be compatible with the needs of the final cover system (e.g., stable foundation, drainage characteristics, etc.).

Recycling

Site personnel direct haulers to the recycling center if recyclable materials are to be unloaded.

Incinerator Ash Used as Alternative Daily Cover

FBRL's Operating Plan and the Department of Environmental Quality both allow for incinerator ash generated from a domestic energy recovery facility to be used as Alternative Daily Cover (ADC) or for solidification purposes. FBRL is proposing to use the ash generated from the City's incinerator for ADC.

Based on 2022 City of Spokane incinerator ash tonnages, the peak volume of ash needing managed per day is 200-250 tons. Our landfill uses 500 tons per day of daily cover, ensuring acceptance of the volumes pose no issue for management at FBRL.

Using the City's incinerator ash for ADC has multiple benefits.

First, it creates a beneficial use for the City's ash. Using incinerator ash as ADC will allow FBRL to reduce the amount of virgin soils it needs to mine for daily cover by 40%. This reduction in soil mining would reduce over 710 diesel excavator and haul truck hours per year, helping Finley Buttes reduce their greenhouse gas emissions. Finally, as noted in our pricing structure, using the City's incinerator ash for ADC is the most cost-effective way for FBRL to handle the material.

Ash Mono-Cell

If the City prefers for their incinerator ash to be disposed of in a mono-cell rather than using it for beneficial purposes, Finley Buttes is prepared to invest and construct a 6-acre ash mono-cell. This mono-cell would be located in the NE corner of the permitted landfill indicated in the green box on the drawing provided on the following page, and built in accordance with all applicable regulations.



For this process ash material will be transported to FBRL and placed in the mono-cell using a tipper. It will then be spread out with a dozer and compacted with a roller prior to applying daily cover.

Equipment specific to the mono-cell will include a tipper, D6 dozer and a roller to process incoming material.

Drawings



Transport Plan

Currently, Waste Connections is contracted by Spokane County to load all bypass MSW into intermodal rail containers and haul these containers from the North County and Valley Transfer Stations to a local intermodal rail yard where the containers are transferred to a rail car.

FBRL is proposing to load the bypass MSW into 53-foot possum belly and compactor trailers that allow up to 32-34 tons per load, and haul them directly to our landfill. **Our proposal has several advantages.** First, allowing Waste Connections to direct haul to the landfill would eliminate the need for the unnecessary expense, paid by the County, to fund the rail haul to the local intermodal facility. Additionally, our proposal is more efficient as it allows for increased payloads, eliminates the double handling of waste, and provides a more flexible and resilient transportation method.



Empty trailers will be staged at both Spokane County transfer stations, filled by Waste Connections employees, and transported to Finley Buttes Landfill. Loads originating from the North County Transfer Station will be top loaded into 53-foot possum belly refuse trailers, capable of hauling up to 32 tons per load. Loads originating from the Valley Transfer Station will be compacted into compactor trailers, capable of hauling up to 34 tons per load. Nonprocessable waste hauled away from the Waste to Energy Facility will utilize the same 53-foot possum bellies as utilized at the North County Transfer Station.

Incinerator Ash will be hauled using 26 foot trailers. Each trailer will be capable of hauling up to 16 tons and will be hauled in tandem for a total of up to 32 tons per trip.

The expected transportation routes from the transfer stations to FBRL will be 1-90, US 2, and the yet-to-be-completed US 395 in the greater Spokane area. The hauls will travel west on I-90, before heading south on US 395, merging onto I-82, and continue south into Oregon, taking US 730 to Bombing Range Road, and then south on Bombing Range Road to FBRL. The flexibility of a transportation system using over-the-road trucking allows Excel to respond quickly to changing conditions unique to each site. It typically takes one to two days to relocate equipment from any operation in Washington, Idaho, or Oregon. Local management based in Spokane is readily accessible to the City of Spokane.

Excel Transport, guaranteed by FBRL, is based in Lewiston, ID, with a second terminal in Post Falls, ID, which will serve as the maintenance and operations facility for the equipment and personnel utilized for the Spokane waste and ash hauls.



FBRL will subcontract the incinerator ash hauling and bypass MSW to Excel Transport. Excel Transport was purchased by Walsh Trucking Co., Ltd. in 2016. Walsh Trucking is family-owned transportation company founded in 1959 with corporate offices in Troutdale, OR. They have 10 terminals located in Oregon, Washington, and Idaho.

Between the two entities they operate over 300 tractors and 600 trailers, transporting solid waste and wood residuals in Oregon, Washington, and Idaho,

Excel has over twenty years of experience in transporting waste for Metro, Waste Connections, and other solid waste companies in the Northwest. Excel transports over 100 loads of waste daily to various landfills in the region, supporting approximately 500 employees. The safety and well-being of employees is their number one priority, and they continually review and invest in new equipment to operate more efficiently and safely.

Excel Transport would utilize 8-10 Mac and Peterbilt trucks with 12-14 trailers to haul the Incinerator Ash to the FBRL.

Excel Transport would utilize 10-12 Mac and Peterbilt trucks with 20-22 trailers to haul the Bypass Waste to the FBRL.

Origin	Destination	Equipment	# of Trailers	Make
Colbert	Finley Buttes	53' Possum Belly	14 - 16	Western
Valley	Finley Buttes	53' Dry Van/Compact Trailers	6	Western
Waste to Energy	Finley Buttes	26' Tandem or Semi	12 - 14	Western



Landfill Equipment Plan

The following table represents equipment currently utilized at FBRL. FBRL will utilize equipment, including tipplers, which meet **EPA Tier 4**, or the most current EPA Emissions Level Standards, as part of this contract.

Type of Equipment	Make	Model	Qty	Emission Certification
Compactor	Caterpillar	836K	1	EPA Tier 4
Loader	Caterpillar	926M	1	EPA Tier 4
Haul Truck	Caterpillar	740B	1	EPA Tier 3
Haul Truck	Caterpillar	745C	1	EPA Tier 4
Excavator	Caterpillar	323	1	EPA Tier 4
Scraper	Caterpillar	627F	1	EPA Tier 3
Dozer	Caterpillar	D8T	1	EPA Tier 4
Dozer	Caterpillar	D6T	1	EPA Tier 4
Tipper	Caterpillar	C7.1	2	EPA Tier 3
Service Truck	Ford	F650	1	LEV-II
Water Truck	Sterling	LT7500	1	PRE-EMISSION
Engine-Generator	Caterpillar	G3520C	3	.05 g/bhp-hr Nox

Equipment and Facility Maintenance

WCI has an in-depth and extensive equipment maintenance program. It covers specific guidelines, records retention, preventative maintenance (PM), and inspections. PM is performed at intervals of 250, 500, 750, 1,000, 1,250, 1,500, 1,750, and 2,000 hours. To facilitate this PM work, the mechanic is informed of the amount of engine oil, hydraulic oil, and other material that have been consumed since the previous PM work on a daily basis. The oil and fluids used during the PM service are logged onto work orders. Coolant test strip results are also logged into the work order and the test strip will be attached to the work order. In addition, the mechanic:

- Inspects all fluid transport lines to identify any potential leakage problems—all significant leaks are repaired immediately;
- Inspects all wiring to identify any probable electrical short circuits—all significant wiring problems are repaired immediately;
- Inspects electrical cut-off switches and makes sure that they are fully functional—if not properly functioning, the switch(s) is or replaced immediately; and
- Visually inspects all fire extinguishers mounted on the machine and any fire suppression systems to identify any obvious problems—any problems noted are reported to the Landfill/Site manager ASAP.



The landfill/site manager is responsible for managing the necessary repairs in a timely manner (within 100 hours of operation). The site manager instructs the equipment operators to inspect items noted above for degradation during the daily operator inspection. Any significant problems are identified on the daily equipment inspection forms.

All active equipment is entered into our Equipment Management System, which is used by WCI equipment operators who follow a regimented daily inspection, preventative maintenance, and work order schedule. Weekly “fleet walks” are performed to inspect every aspect of active machines, including cabs, brakes, seats, documentation, tires, fire extinguishers, first aid kits, and signage.

Monthly facility Inspections are performed to assure all compliance and maintenance concerns are addressed. The inspection includes extensive review of the yard and all buildings. Corrective action items are noted and completed within 30 days, or immediately if it is a safety-related issue.

Safety Policies and Procedures

Safety Culture

All WCI employees are expected to support and participate in WCI’s Safety and Health Program. Together, through teamwork, we work diligently to eliminate workplace injuries, accidents, and illnesses.

Safety is WCI’s #1 Operating Value. At WCI, we believe safety is not a department. Rather, safety is the responsibility of each and every employee—it is engrained in our culture 24/7. As a result, **WCI has the best safety record in the solid waste industry.** At WCI, the emphasis is on safety as a culture, not a policy.

Drug Testing

WCI employees are subject to pre-employment, nine-panel drug testing, which includes screening for prescription pain medications. Today, these drugs are widely abused and are not detected in the current U.S. Department of Transportation five-panel testing program. Throughout employment, all personnel in safety-sensitive positions are subject to WCI’s nine-panel random drug testing program. Additionally, U.S. Department of Transportation (DOT)-regulated employees are subject to the DOT’s random drug testing program.

Safety and Health Manual

The Waste Connections Corporate Safety and Health Manual contains specific requirements that are based on the following principles in providing an effective safety program.

- Managers and Supervisors are responsible for the safety of operations under their control and will be evaluated according to their safety record and performance.
- A safe work environment will be provided by eliminating or controlling hazards with appropriately designed equipment and facilities, safe operating procedures, and personal protective equipment.
- All applicable safety regulations, codes, and accepted work practices will be followed. Specific rules and procedures will be established and followed at every operation.



- Each employee working in operations will be medically qualified, informed of any hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment and other means intended to provide required protection.
- All employees are responsible for performing their job activities in a safe and reasonable manner in accordance with local safety rules, any safety-related instructions given to them, and the training they have received.
- All unsafe acts, conditions, and incidents must be reported to supervisors and investigated and corrected immediately.
- Employees are responsible to promptly report to their supervisor any occupational injury or illness and to cooperate in a medical treatment plan.

Daily Tailgate Meetings

Daily tailgate meetings with all staff cover a range of topics, including safety. The Western Region Safety Team sends out a topic daily and the landfill will cover any incidents from the previous day or any close calls. The landfill site manager discusses any corrective actions that may be needed and how the landfill team can avoid a similar incident in the future. We have annual region and corporate safety audits that cover the most recent Waste Connections and OSHA requirements. FBRL is expected to improve safety every year or it will be subject to additional auditing.

Monthly Departmental Safety Education Meetings

On a monthly basis each of the departments—operations, mechanics/maintenance, and administrative—hold safety education meetings on topics related to their work scope.

Safety Committee

The safety committee is comprised of staff representing each functional area of the facility and the site manager. In order to ensure active participation from all landfill staff and individual ownership in the program, members serve for one year, with half of the committee being replaced every six months.

The safety committee conducts facility, vehicle, and equipment safety inspections with appropriate supervisor(s); assists in accident investigation to uncover trends; reviews accident reports to identify causal factors; and promotes and publicizes safety.

Safety committee meetings are mandatory for members and take place at least once each month. During the meetings, the safety committee looks for safety trends; the status of action plans and follow-up is discussed; incident and accident, injury, hazard observation, and inspection reports are reviewed; and new plans for action are developed



Safety Training

All of WCI's employees are trained to comply with all applicable safety regulations, codes, and accepted work practices. Each employee will be informed of any hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment, and other means intended to provide required protection. Training is conducted upon hire of every new employee, prior to an employee being placed in a new position, prior to conducting different work from that to which they are accustomed, and monthly on required topics and as needed.

WCI's safety program includes accident and injury prevention training, safety meetings, safety committee meetings, driver/operator management, reporting and safety assessments, route and work observations, spill response, regulatory training, including, without limitation, lock-out/tag-out training, fire prevention training, medical and first aid training, heat and cold stress, accident prevention, defensive driving, SMITH system training, PPE training, and blood-borne pathogen training.

Incident Reporting

FBRL's operations management staff investigate incidents as soon as possible to determine direct and root causes. They correct (directly and indirectly) incident causes as soon as possible.

FBRL's operations management staff report:

- All injuries using according to instructions provided by the district's state workers' compensation regulations.
- Any vehicle accident or property damage incident to the insurance company according to the instructions from the Corporate Claims Department and Claims Reporting Manual to assist in gathering the required information.
- Any fatality or hospitalization of an employee (or outsourced laborer) to the regional and corporate safety departments immediately and to OSHA within eight hours, or as otherwise required by state OSHA regulations.
- All work-related inpatient hospitalizations, amputations, and losses of an eye within 24 hours to Region and Corporate Safety immediately and to OSHA within 24 hours, or as otherwise required by state OSHA regulations.
- Motor vehicle incidents are reported to state agencies as required.

OSHA Reportable Incidents or Accidents in the Last Five Years at the Landfill

- FBRL has had **only one** OSHA-reportable incident **in the last five years**.



Safety Metrics and Tracking

FBRL's Operations Management staff:

- Record OSHA-recordable injuries and illnesses on the OSHA 300 Log within seven calendar days of occurrence. (OSHA-recordable injuries are occupationally related and require medical treatment beyond First Aid. The landfill maintains copies of the Log for the current year and the last five years.)
- Post the completed OSHA 300A Summary for the previous year by February 1 each year, and keep posted until April 30.
- Take disciplinary action for injuries, incidents and near misses resulting from violations of safety policies, regulations or work rules.
- Look for trends in causal factors for incidents and injuries and use this information to focus incident prevention efforts.
- Train employees on incident reporting procedures and supervisors in incident investigation and reporting techniques.
- Use the Incident/Injury Improvement Form to document training conducted post incident.

Recordable spills are reported to the National Response Center. All spills will be reported to site management. Site management conducts a spill response review in applicable cases to assess the cause, procedures, training, and root cause.

Incident/Injury Counseling and Prevention

WCI has established a policy to respond to preventable/at-fault incidents and injuries. This policy was put in place to identify dangerous situations and to correct unsafe behavior. Proper investigation of incidents and injuries by district management is the key to this process. The following steps are taken for post-incident/Injury counseling and prevention:

- Incident/Injury Improvement Program. Following a preventable incident or injury the incident/Injury Improvement Program form is used to document disciplinary action, additional work observations and additional training that will be conducted. Form is reviewed and signed by supervisors and the employee(s) involved in the incident.
- Observation. If an unsafe act is identified by a supervisor, the work observation form is used to provide documentation of corrective action. The supervisor provides immediate instruction to the employee so he/she can safely perform the task/activity.
- Additional Training. Employees are given additional training/retraining on any subject identified through observation or incident investigation.
- Written Warning. After a preventable/at-fault incident or injury occurs, the employee may be placed on written warning. The written warning may outline the performance standard expected of all WCI employees.



- Termination of Employment. Employees may be terminated for failure to work safely. As a guideline, any combination of three preventable/at-fault incidents/injuries in a 12-month period is grounds for termination.
- The disciplinary sequence can be modified at the discretion of Management depending upon the seriousness and/or the consequence of the transgression. Even a first violation can result in termination of employment.

Inspections

In addition to daily inspections and ongoing observation of equipment by operators, regular inspections of the facilities, equipment, and grounds are conducted by FBRL's safety committee. Equipment inspections include daily equipment inspections and weekly manager/mechanic fleet walk for brakes, cabs, cranes, jacks, ladders and fire extinguishers, tanks, shop tools, and tires for details on grounds inspections., which is used to track leachate collection, leak detection, water supply, general site inspection, and liquids addition data.

Investigations

Close-Call Investigations. A close call or near miss is treated the same as an incident. If a close call occurs, the Incident Review Board, consisting of all management staff and the employee(s) involved, will meet to discuss the cause, determine whether it was preventable or non-preventable, determine root causes and define any retraining. The Board will also discuss how the close call can be avoided in the future.

The applicable investigation will be performed in the event of an accident, injury, close call, or spill. Please see, which are used as tools to record, analyze, and track incident/accident data. An Incident Review Board will meet to discuss the cause, determine whether it was preventable or non-preventable, determine root cause, and define any retraining and related documentation.



Key Personnel



Jason Hudson, Division Vice President

12115 NE 99th St, Vancouver, WA 98682

(503) 318-1572

Jason.Hudson@WasteConnections.com

Jason grew up working at his family's garbage and recycling company in St. Helens, Oregon. After graduating from Oregon State University, Jason became a part owner in Hudson Garbage Service until he and his partner sold to Waste Connections, Inc., in 2000. Jason is the Division Vice President for Waste Connections' operations in parts of Oregon and Washington. He will work directly with The City of Spokane on a regular basis as part of this contract. Jason's involvement with the site includes long-term planning, division-level financial coordination and overall operations assistance. In addition, Jason will provide guidance to contract and FBRL manager Brian Evola for a continually enhanced program for reliable operations. He will ensure that Brian has the financial, staffing, and equipment resources needed to cost-effectively support The City of Spokane.



Brian Evola, District Manager

2550 Steele Road, The Dalles, OR 97058

(541) 296-4082

Brian.Evola@WasteConnections.com

As WCI's district manager for Wasco County Landfill and Finley Buttes Regional Landfill, **Brian will serve as the City's main point of contact.** He will work with landfill site manager Jeremy Fink to coordinate waste receipt and disposal at the FBRL, and provide safe, efficient, and environmentally compliant disposal of the City's solid waste. Brian's leadership at FBRL includes safety/environmental compliance, operations management, engineering support, financial responsibility, and short-term and long-term planning.



Jeremy Fink, Assistant District Manager – Finley Buttes Regional Landfill

73221 Bombing Range Rd., Boardman, OR 97818

(541) 341-1030

Jeremy.Fink@WasteConnections.com

Jeremy has worked in solid waste management since 2013, and has managed landfill operations at Finley Buttes Regional Landfill since 2021. At Finley Buttes Landfill, Jeremy manages the day-to-day operations; executes precautions necessary to ensure safety and compliance with WCI standards, OSHA, and state and federal regulations; manages equipment maintenance, labor, and material costs; assists in effective use of the budget via asset allocation; monitors operating metrics; and diagnoses and improves processes. Jeremy Fink will provide local site leadership with operations staff including safety, staffing, operations management, emergency coordination, and short-term and long-term planning.





Jocelyn Jones, Finley Buttes Landfill and Wasco County Landfill Business Development

12115 NE 99th St, Vancouver, WA 98682

(360) 936-0386

Jocelyn.Jones@WasteConnections.com

Jocelyn has worked for Waste Connections for 10 years, promoting growth through new contracts and business opportunities for Wasco and Finley Buttes Landfill. She provides competitive pricing and transportation options to customers and municipalities through established relationships and contract negotiations. Jocelyn will also be the point of contact for and work directly with the Transportation Company or companies. She is also responsible for all Special Waste projects, including customer account set up, analysis review, special waste permitting assistance, transportation and pricing.



Aaron Lawhead, Eastern Washington District Manager

905 North Sumner Street, Colfax, WA 99111

(509) 288-2114

Aaron.Lawhead@WasteConnections.com

Aaron has provided solid waste management services in the greater Spokane area for several years and is presently managing the transfer station operations and disposal contract with Spokane County. He also provides oversight to the hauling operations performed at Empire Disposal and Lakeside Disposal. With the support of Jason Hudson and the resources of Waste Connections, Aaron will lead a highly qualified and experienced team with proven capabilities.



Kelly Kincella, PE, Western Region Engineering Manager

501 SE Columbia Shores Blvd. Vancouver, WA 98661

(360) 448-6968

Kelly.Kincella@WasteConnections.com

As a permitting and environmental compliance specialist, Kelly will work with the contract manager to facilitate all necessary permit applications and permits. She will monitor compliance for the landfill and manage third-party consultants in completing engineering and environmental objectives. Since 2011, Kelly has worked with FBRL on construction and compliance-related projects. She has managed regulatory reporting and various construction projects at the landfill, as well as designed, permitted, and constructed small transfer stations, soil repositories in Idaho, stormwater treatment systems, fleet and equipment wash facilities, and composting operations throughout her career. For WCI, Kelly oversees environmental compliance and construction projects in eight western states. Kelly holds a bachelor of science in civil engineering from University of Idaho and is a licensed professional engineer.





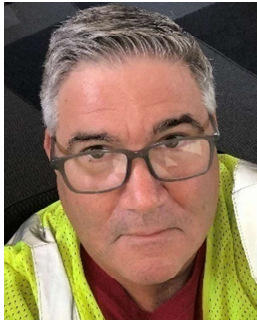
Mike Wesson, Division Controller

12115 NE 99th St #1830, Vancouver, WA 98682

(360) 449-8382

Michael.Wesson@WasteConnections.com

As Division Controller, Mike oversees the financial accounting for the Southern and Eastern Washington, and Northern Oregon operations for WCI, overseeing the accounting functions for twelve collection companies, twelve transfer stations, two landfills, and four intermodal sites. He will work in tandem with the contract manager and the contract administrator to ensure the finances of the contract are maintained and reported per generally accepted accounting principles (GAAP). Mr. Wesson is also responsible for overseeing the monthly financial close, monthly financial reporting, annual budgeting, and quarterly accounting representation reporting for the division. Mike has been with Waste Connections since 2006. In May 2013, became the Division Controller for the Columbia River Division, where he oversees five District Controllers, five Assistant Controllers, and 22 districts. Mike is responsible for the monthly financial reporting and forecasting of these districts as well as the budget process, government reporting, internal controls, AP process, capital expenditures, and pro forma preparation. Mike holds a Bachelor of Science Degree in Accounting from Oregon State University.



Gary Ide, Western Region Maintenance Manager

501 SE Columbia Shores Blvd. Vancouver, WA 98661

(661) 510-4203

Gary.Ide@WasteConnections.com

As Western Region maintenance manager, Gary Ide will provide guidance for maintenance operations, ensuring the proper preventive maintenance schedules are completed, compliance with State of Oregon regulations are met, and that equipment is operating in a safe and efficient manner. Mr. Ide will evaluate equipment needs to ensure that operations will consistently have the equipment needed to serve The City of Spokane.



Staffing

Type of Position	Total Number of FTE Staff	Location(s) and Number of Staff
Division Vice President	1	Vancouver, WA
Division Controller	1	Vancouver, WA
Region Engineer	2	Vancouver, WA
District Manager	1	Wasco County Landfill/Finley Buttes Regional Landfill
Controller	1	Vancouver, WA
Sales	1	Vancouver, WA
Site Manager	1	Finley Buttes Regional Landfill
Office Administrator	1	Finley Buttes Regional Landfill
Lead Operator	1 – 9% of Ops	Finley Buttes Regional Landfill
Journey Level Operator	6 – 55% of Ops	Finley Buttes Regional Landfill
Apprentice Level Operator	2 – 18% of Ops	Finley Buttes Regional Landfill
Entry Level Operator	2 – 18% of Ops	Finley Buttes Regional Landfill
Mechanic Lead	1	Finley Buttes Regional Landfill
Mechanic	1	Finley Buttes Regional Landfill
Scale Attendant/Administrative	2	Finley Buttes Regional Landfill

Subcontractors



Excel Transport, guaranteed by FBRL, is based in Lewiston, ID, with a second terminal in Post Falls, ID, which will serve as the maintenance and operations facility for the equipment and personnel utilized for the Spokane waste and ash hauls.

Purchased by Walsh Trucking Co., Ltd. in 2016, Walsh Trucking is family-owned transportation company founded in 1959 with corporate offices in Troutdale, OR. They have 10 terminals located in Oregon, Washington, and Idaho. With over 20 years experience, they operate over 300 tractors and 600 trailers, transporting solid waste and wood residuals in Oregon, Washington, and Idaho, transporting waste for Metro, Waste Connections, and other solid waste companies in the Northwest. Excel transports over 100 loads of waste daily to various landfills in the region, supporting approximately 500 employees. The safety and well-being of employees is their number one priority, and they continually review and invest in new equipment to operate more efficiently and safely.



Environmental Procedures

Complete descriptions of the environmental monitoring systems that comprise the environmental monitoring network and the associated environmental monitoring programs required under the SWDP are contained in the EMP as a component of this Operations Plan. The LFG monitoring system and program required under the SWDP and AOP is contained in the LGMP.

Ground Water Monitoring System

Groundwater monitoring is required by the SWDP in conformance with the requirements of 40 CFR 258, OAR 340-94-080 and OAR 340, Division 40, to identify a potential release from the landfill and to evaluate the effectiveness of any required corrective action program. The groundwater monitoring network is comprised of eight (8) permitted groundwater monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-7, MW-8, and MW-9) located within the landfill property boundary.

- MW-2, MW-3, and MW-7 are background monitoring wells located along the southeast, south, and southwest of FBRL's permitted waste disposal limit boundary, respectively.
- MW-4 and MW-5 are detection monitoring wells.
- MW-8 is a compliance well located near FBRL's northern-most future waste disposal limit boundary, down-gradient of the active parts of the landfill.
- MW-9 is located within 900 feet of the current waste management area and north of the leachate evaporation pond.

GCCS

FBRL has an active GCCS with a LFG to energy facility, operated by Finley Bioenergy, located just northwest of the landfill boundary, and a candlestick flare located by the leachate evaporation pond. The LFG monitoring network includes two perimeter LFG probes designated "West" and "South" and enclosed structures (office, scale house, and maintenance building).

Air Emissions

Landfill operations are subject to air emissions monitoring and reporting under the AOP. There are seven (7) emissions units subject to AOP air emissions requirements:

- LFG-01 – landfill;
- ENG-01 – internal combustion engines;
- STR-01 - stockpiles;
- MH-01 – material handling;
- PRD-01 – paved roads;
- UPR-01 – unpaved roads; and
- AI – aggregate insignificant emissions.

The AOP specifies the monitoring of emissions from, and contains the limits for, landfill operations, leachate impoundment, and portable rock crusher operations. FBLC is required to monitor surface concentrations of methane and visible emissions from the flare, landfill, and final cover areas under the AOP.



Contingency Plans

Alternative Landfill

Waste Connections owns and operates Wasco County Landfill located just outside of The Dalles, OR in Wasco County. Wasco accepts approximately 1 million tons of MSW and special waste each year from both Oregon and Washington. **In the event FBRL is unable to accept incinerator ash or bypass waste from the City, Wasco has the capacity to effectively accept both incinerator ash and MSW** as Wasco's operating permit allows incinerator ash to be used for ADC and solidification purposes. Wasco equipment includes three tipplers and can seamlessly handle all of the City's ash and bypass volume.

Site and External Communications

During Service Outages Site Communications: Two-way radios and CBs are used at the landfill. Each piece of equipment, the office, and the scale house are equipped with a CB, and each employee is equipped with a two way radio. The radios and CBs are transportable and provide the capability to transmit voice communications between remote and non-fixed locations on site. External Communications: Depending on the severity of a service outage, the site will attempt to communicate via cell phone, text, landline, or email. FBRL will work with The City of Spokane and the transporter on a detailed communication tree to be utilized in the event of a service outage. The site will continue to attempt to reach The City in the event of an outage until contact is made.

Work Stoppages

WCI's operating values are not lip service—we invest in our workforce—empowering employees with growth and advancement opportunity, creating a culture of Servant Leadership, and making WCI both a safe and a great place to work.

Though WCI sees experience gained at other companies as important, the company's focus is on promoting employees who have demonstrated performance consistent with the company's values and understand our culture.

FBRL is non-union and does not anticipate any labor problems during the term of this contract. However, if there was a labor dispute or shortage, WCI would bring in a "Blue Team" of replacement workers from across the country to operate the landfill. **Waste Connections has two other landfills and eight transfer stations in the area that can quickly send assistance.**

Inclement Weather

WCI has successfully managed landfill operations in every weather condition—from hurricanes, snowstorms, blizzards, and tornadoes to droughts and desert heat—keeping landfills safe and operational.

FBRL may shut down the tipplers if wind gusts exceed 45 miles per hour. The site would resume tipping trucks as soon as it is safely possible to do so. Trailers would be staged during such a delay.



In the event of inclement weather, the site would follow its emergency action plan. After employee and customer safety, the primary focus would be assuring that all onsite roads and the staging area are maintained for truck traffic. If the site is unable to open, trucks would either continue to the contingency site or wait until the site is able to reopen. Communication will continue with customers throughout any inclement weather delays.

Equipment Failure

The landfill has backups for machines that will be used for this project. If more than one machine experiences a failure, the site would either transfer a machine from another local site or rent a machine as soon as possible. The site will ensure that operations are not delayed. We also have the ability to extend operating hours to ensure loads can be tipped

Landfill Closed for Over 24 Hours

A full operational day has not been missed due to inclement weather at FBRL since its opening in 1990. Disruptions longer than one day will be addressed and coordinated with The City and would require staging trailers until operations resume. If there are significant delays, FBRL will extend hours or remain open on weekends to make sure Spokane Transfer Stations are caught up. FBRL can operate 24/7 as needed to cover any delays. In the event of a closure greater than two days, FBRL would draw upon the resources of WCI's Wasco County Landfill, located 89 miles away in The Dalles, Oregon.

Route Closures (Routine or Otherwise)

Access road maintenance is conducted in a manner that facilitates the use of other roads on the landfill site to maintain access to the tipping area. If roads or highways leading to FBRL are closed due to weather conditions, etc., FBRL staff will be available via telephone to answer questions from transportation companies about conditions in the vicinity. If FBRL is inaccessible due to road or highway closures for longer than two days, FBRL would draw upon the resources of WCI's Wasco County Landfill, located 89 miles away in The Dalles, Oregon. For longer-term closures, FBRL would work with The City and the transportation company to secure other modes of transportation.

Spill Response and Control Procedures

Discharges are prevented using operational and engineering controls. Employees are provided instruction on the proper handling and transfer of petroleum products. The site utilizes secondary containment procedures. In the event of a small spill, employees will clean it as it is safe to do so. In the event of a larger spill, the site would utilize a qualified spill response contractor. The site maintains spill kits onsite which are located in the maintenance shop, transfer station, and tire shredder area. All petroleum products are recycled if possible. If it is not possible to recycle petroleum products, the site disposes of them in accordance with the DEQ Solid Waste Disposal Permit. Recordable spills are reported to the National Response Center. All spills will be reported to site management. Site management will conduct a spill response review in applicable cases to assess the cause, procedures, training, and root cause.



Emergency Response Plan

The emergency response procedures will be implemented immediately if an emergency situation occurs at FBRL, including fire, explosions, or any unplanned sudden or non-sudden release of waste or hazardous waste constituents to air, soil, or surface water, which threaten human health or the environment. The most likely types of emergencies at FBRL are injuries and illnesses, fires (due to equipment or burning refuse), and spills.

All FBRL employees will meet at the office which is the designated meeting point prior to evacuation off-site. At the office, the Emergency Coordinator will account for all FBRL employees and present the status of the emergency and follow-up with further evacuation instructions, if required.

Post-Fire, Explosion and Spill Procedures

Clean-up

When the emergency is over, we will:

- Begin clean-up of the affected area;
- Return the response equipment to its proper area;
- Block out or turn off all affected equipment;
- Restock response supplies.

Reporting

When the emergency is over, Operations Manager will:

- Notify DEQ
- Remain the designated contact for communications with local or county emergency response agencies
- Complete internal reporting requirements
- Complete a Spill/Release Report, a copy of which is provided at the end of this section, and submit to DEQ, USEPA, and the National Response Center within 60 days of the event.
- For USEPA, reportable spills are defined as: If oil in a quantity greater than 42 gallons is released to the environment, two times in any 12-month period, and may result in a sheen on a surface water, or oily deposit beneath or on adjoining shorelines of a surface water body; or if oil in a quantity greater than 1,000 gallons is released to the environment.
- For DEQ, reportable spills are defined as: Oil spilled or discharged into waters of the state or in a location from which it is likely to escape into waters of the state in any quantity that would produce a visible film, sheen, oily slick, oily solids, or coat aquatic life, habitat or property with oil, or oil spilled on the surface of the land, and not likely to escape into waters of the state, in any quantity of oil over one barrel (42 gallons).



Plan Review and Assessment

- Review the Contingency Plan, EAP, SPCCP, and HASP and associate training programs and assess their effectiveness.
- Make amendments to the plans, as necessary.
- Make recommendations about additional clean-up materials, equipment, or personnel.

Arrangements

FBRL has a coordinated emergency services strategy that has been arranged and agreed to with local police and fire departments, hospitals, and State, and local emergency response teams.



Service Experience/ Performance History

Jurisdictions Served by FBRL for MSW Disposal and References for Each:

Jurisdiction	Received Waste Since	Tons Received in 2021	Tons Received in 2022
Clark County, Washington Mike Davis (360) 904-0380 Mike.Davis@clark.wa.gov	1990	344,347	336,250
City of Moscow, Idaho Tim Davis (208) 883-7131 tdavis@ci.moscow.id.us	1999	22,732	22,452
Pasco, Washington Columbia Basin Darrick Dietrich (509) 539-8841, darrick@basindisposal.com	1999	210,323	207,187

Litigation/Bankruptcy History/Breach of Contracts/Safety Violations or Fines/ Financial Information, and Other Pertinent Information

Waste Connections, Inc., is a publicly traded company (NYSE: WCN) (“WCN”). WCN has operations in 43 states across the United States and the District of Columbia, and in 6 provinces in Canada. As part of its regulatory filing requirements with the United States Securities and Exchange Commission, WCN files a description of all material legal proceedings on an annual and quarterly basis.

Please see below for links to WCN’s 10-q and 10-k filings for the past 5 years on the SEC’s EDGAR website, which contain all material litigation matters impacting WCN and/or its subsidiaries. WCN has several immaterial workers compensation, labor and employment, personal injury and auto liability claims currently pending against it. Additional information regarding the status of these claims is available upon request.

SEC EDGAR Links:

10-k Filings: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001318220&type=10-k&dateb=&owner=include&count=40&search_text=

10-q Filings: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001318220&type=10-q&dateb=&owner=include&count=40&search_text=

To the best of our knowledge, we are unaware of any Litigation/Bankruptcy History/Breach of Contracts/Safety Violations or fines related to Finley Buttes Landfill.



3. Environmental/Sustainability

At FBRL, we are proud of our sustainable work practices, and consistently work hard to be great stewards of the environment. The following sustainability programs have been implemented at FBRL:

- Landfill Gas-to-Energy Plant and onion dehydration facility
- LED lighting throughout our office, transfer station and shop
- On-site kitchen composting
- On-site recycling
- Automated sinks to reduce water consumption
- Low-flow toilets Upon contract award, the following sustainability programs will be implemented:
- Greywater recycling for landscape irrigation
- Drought-tolerant plantings
- Currently reviewing solar project options

Below are highlights from the Waste Connections sustainability report.

For the full report please visit:

<https://cdn.wasteconnections.com/resources/documents/sustainability/2022/Waste+Connections+2022+Sustainability+Report.pdf>



OUR SUSTAINABILITY TARGETS

The following metrics represent our 15 year aspirational targets, using 2018 as the baseline

ENVIRONMENTAL

>3.4x Beyond Net Zero: Our offsets from operations exceed our emissions

18% 2-year reduction in Scope 1 and 2 emissions intensity

Lowest emissions intensity among national solid waste peers

\$500M commitment to achieve aspirational targets

\$100M expected capital expenditures in 2022 for two recycling facilities and two Renewable Natural Gas plants

RECYCLING

50% ↑

Increase resources recovered by at least 50%

✓ ON TRACK

RECYCLING

MEASURED IN TONS (MIL)

Year	2018	2019	2020	2021	Target
Value	1.54	1.70	1.78	1.84	2.31

BIOGAS RECOVERY

40% ↑

Increase biogas recovery by at least 40%

✓ ON TRACK

BIOGAS RECOVERY

MEASURED IN STANDARD CUBIC FEET (BIL)

Year	2018	2019	2020	2021	Target
Value	26.2	26.6	28.5	29.2	36.7

LEACHATE

50% ↑

Process at least 50% of leachate on-site

✓ ON TRACK

LEACHATE PROCESSED ON-SITE

MEASURED BY PERCENTAGE

Year	2018	2019	2020	2021	Target
Value	32.7%	33.1%	37.6%	37.1%	50.0%



Education

We partner with our communities and in many instances deploy recycling coordinators to schools, community events and residences to provide educational sessions about the benefits of recycling and proper waste management.

We would be happy to partner with local schools or community groups if there is interest in learning more about FBRL via presentations or to arrange a landfill tour.

From our website:

<https://www.wasteconnections.com/finley-buttes-landfill/how-trash-becomes-energy/>

How Trash Becomes Energy

Did you know that landfills with gas collection systems can recycle nearly 25% of the material deposited in the landfill? That makes landfills some of the largest recycling operations in the U.S. Here is the best part. The gas created and captured is reused for energy transformation! Finley Buttes Landfill, operated by Waste Connections, is harvesting gas emissions as a renewable energy source for electricity and heat. The twelve-year-old sustainability initiative curtails carbon dioxide emissions from being released into the atmosphere. That represents a reduction in carbon dioxide and nitrogen dioxide emissions equal to more than 43,000 barrels of oil consumed. As organic waste breaks down in municipal solid waste landfills, methane gas is created. Landfill methane is normally consumed (incinerated) in a flare that gives off carbon dioxide.

To create renewable energy, a vast majority of the landfills' methane gas is harvested through a perforated piping system of over 100 vertical and horizontal extraction wells and high-density polyethylene piping. Managed by Finley BioEnergy, the gas is routed to suitable energy recovery systems or combustion devices. The CHP (Combined Heat and Power) system allows for the sale of 25 million kilowatts per year to the local utility, Pacific Corp and over 45,000 therms (heat)/month to Cascade Specialities, a local food processing plant. Renewable energy provides the plant with energy savings. The system helps meet Oregon state requirements for renewable energy and the EPA's requirements for greenhouse gas reductions. It's a constant source of power that is running all the time, making Waste Connections-Finley Buttes Landfill a good neighbor and good environmental steward in the community.



Certifications/Permits

Multiple employees at Finley Buttes Landfill and Company-wide hold certifications through SWANA for Manager of Landfill Operations, including our current District Manager, Brian Evola and our previous manager Kevin Green. Internally, Waste Connections certifies our employees in multiple departments including Servant Leadership and Safety.



DEQ is the regulatory agency in Oregon that reviews and approves FBRL's siting, design, construction, operation, inspection, monitoring, and closure. DEQ has issued two operating permits for landfill operations at FBRL: SWDP and Oregon Title V Air Operating Permit (AOP).

Permit Number: 25-0001-TV-01
Expiration Date: 12/01/2025
Page 1 of 37

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OREGON TITLE V OPERATING PERMIT

Eastern Region
475 NE Bellevue Dr., Suite 110
Bend, OR 97701

Issued in accordance with provisions of ORS 468A.040
and based on land use compatibility findings included in the permit record.

<p>ISSUED TO:</p> <p>Finley Buttes Landfill Company PO Box 61726 Vancouver, WA 98666</p>	<p>INFORMATION RELIED UPON:</p> <p>Application Number: 30466 Received: 12/28/18</p>
<p>PLANT SITE LOCATION:</p> <p>73221 Bombing Range Road Boardman, OR 97818</p>	<p>LAND USE COMPATIBILITY STATEMENT:</p> <p>Issued by: Morrow County Dated: 5/28/1999</p>

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Mark W. Bailey, Eastern Region Air Quality Manager

DEC 14 2020
Date

Nature of Business	SIC	NAICS
Municipal Solid Waste Landfill	4953	562212

RESPONSIBLE OFFICIAL	FACILITY CONTACT PERSON
Name:	Name: Brian Evola
Title: Site Manager	Title: District Manager
	Phone: 541-296-4082

Solid Waste Disposal Permit Number: 394
Expiration Date: June 30, 2030
Page 1 of 30

SOLID WASTE DISPOSAL SITE PERMIT:
Municipal Solid Waste Landfill

Oregon Department of Environmental Quality
400 E. Scenic Drive, Suite 307
The Dalles, OR 97058-3434
541-298-7255

Issued in accordance with the provisions of Oregon Revised Statute Chapter 459; Oregon Administrative Rules 340, Divisions 90, 93, 95, 96 and 97; and subject to the Land Use Compatibility Statement referenced below.

<p>Issued to:</p> <p>Finley Buttes Landfill Company PO Box 350 Boardman, OR 97818 (541) 481-2234</p>	<p>Facility name and location:</p> <p>Finley Buttes Landfill 73221 Bombing Range Road Boardman, OR 97818 (541) 481-2234</p>
<p>Owner:</p> <p>Finley Buttes Landfill Company (a wholly owned subsidiary or Waste Connections, Inc.) PO Box 61726 Vancouver, WA 98666 (360) 695-4858</p>	<p>Operator:</p> <p>Brian Evola Finley Buttes Landfill Company PO Box 350 Boardman, OR 97818 (541) 965-1339</p>

ISSUED IN RESPONSE TO:

- A solid waste permit renewal application received March 25, 2019.
- A Land Use Compatibility Statement from Morrow County dated September 24, 1987.

The determination to issue this permit is based on findings and technical information included in the permit record.

ISSUED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

Ron Doughten
Solid Waste Manager
Eastern Region

Date

Permitted Activities

Until this permit expires or is modified or revoked, the permittee is authorized establish, operate and maintain a solid waste land disposal site in conformance with the requirements, limitations, and conditions set forth in this document, including all attachments.



Landfill Gas/Energy Recovery

Since 2007, FBLP has partnered with Finley BioEnergy, which operates one of the most energy efficient and unique landfill gas-to-energy plants in the country. In 2016, Finley BioEnergy utilized over 563,000,000 cubic feet of landfill gas to create over 27,000,000 kilowatt-hours (kwh) of energy for use by the Bonneville Power Administration (BPA)—equivalent to powering over 3,000 homes. In addition, Finley BioEnergy transfers over 210,000 therms per year of heat to Cascade Specialties, an onion dehydration facility. As a result of this agreement, Cascade Specialties has reduced its annual natural gas usage by 20%-30%.

The LFG system at FBRL has reduced CO₂ and NO_x emissions by 111.7 and 15.1 tons per year, respectively. There have never been surface emission readings that exceeded the regulatory limit.

2022	Percent LFG Flared	Percent LFG Beneficially Used (SCFM)	Total Volume of LFG Collected (SCFM)	Total Volume of LFG Flared (SCFM)
Jan	0%	100%	1,420	0
Feb	0%	100%	1,515	0
Mar	0%	100%	1,487	0
Apr	0%	100%	1,445	0
May	0%	100%	1,455	0
Jun	0%	100%	1,618	0
Jul	1.60%	100%	1,301	20.47
Aug	0%	100%	1,457	0
Sep	0%	100%	1,504	0
Oct	0%	100%	1,493	0
Nov	0%	100%	1,482	0
Dec	0%	100%	1,396	0

Beneficial Use of LFG

FBRL's landfill gas-to-energy (LFGTE) facility began operations in October 2007 and is currently fully operational. Electricity is being sold to PacifiCorp in Troutdale and heat from the jacket water and exhaust is being used to dehydrate onions.

Future Plans for LFG

January 6, 2023 Finley Bio Energy was purchased by Archaea Energy, who is a renewable energy company with an industry-leading RNG platform primarily focused on converting naturally occurring waste emissions from landfills and anaerobic digesters into low-carbon RNG and electricity. Archaea Energy has a comprehensive portfolio of operational RNG and landfill gas to electric projects, best in class operating experience, and a deep inventory of highly economic, low-risk greenfield RNG development projects.



Transportation Greenhouse Reduction Measures

As mentioned earlier, FBRL can accept waste via truck, rail, or barge—the only landfill in Oregon and Washington that offers this benefit. Furthermore, with the ability to use incinerator ash beneficially for cover on the face of the active landfill, provides a significant decrease in greenhouse gas emissions by reducing the use of fuel that is needed to excavate virgin soil within the landfill. **By allowing this process the landfill will avoid using more than 90 gallons of diesel every day.**

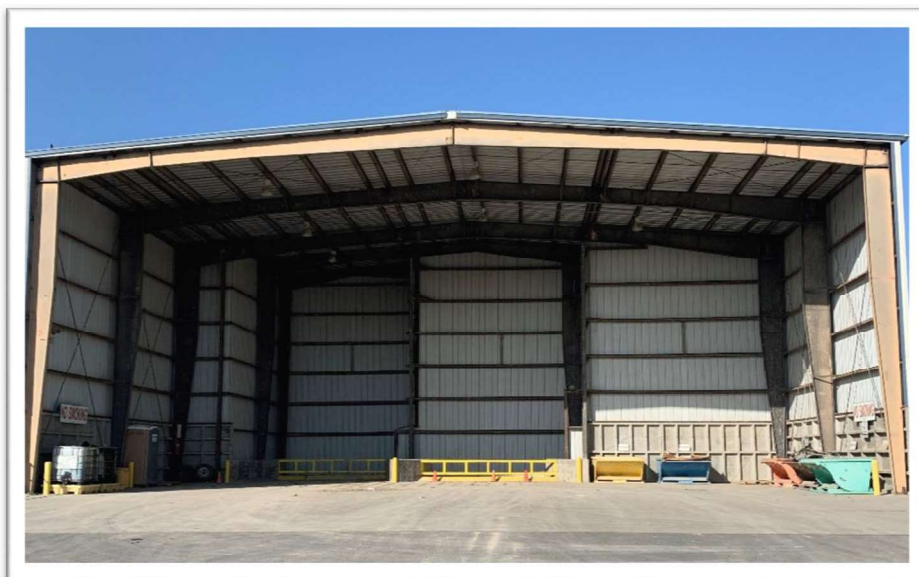
Groundwater Monitoring Plan

Groundwater monitoring is required by the SWDP in conformance with the requirements of 40 CFR 258, OAR 340-94-080 and OAR 340, Division 40, to identify a potential release from the landfill and to evaluate the effectiveness of any required corrective action program. The groundwater monitoring network is comprised of eight (8) permitted groundwater monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-7, MW-8, and MW-9) located within the landfill property boundary.

- MW-2, MW-3, and MW-7 are background monitoring wells located along the southeast, south, and southwest of FBRL's permitted waste disposal limit boundary, respectively.
- MW-4 and MW-5 are detection monitoring wells.
- MW-8 is a compliance well located near FBRL's northern-most future waste disposal limit boundary, downgradient of the active parts of the landfill.
- MW-9 is located within 900 feet of the current waste management area and north of the leachate evaporation pond.

Waste Diversion Measures

FBRL has a transfer station located near the Maintenance Building that allows for the disposal of single-stream recyclables (newsprint, cardboard, plastics, aluminum cans and glass) for off-site processing.



4. Insurance

In addition to our Certificate of Insurance below, please see our attached Exceptions to Terms and Conditions section for comments on #17 of the terms and conditions document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 2/21/2022

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

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

PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 FAX (A/C, No): E-MAIL: ADDRESS: certificate@epicbrokers.com														
INSURED Finley-Buttes Limited Partnership 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22687</td> </tr> <tr> <td>INSURER B: ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C: Ironshore Specialty Insurance Company</td> <td>25446</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22687	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: Ironshore Specialty Insurance Company	25446	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	HDO G72949882	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25570832	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XEU G27614620 008	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLR C68919939 (AOS)	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000
C	Pollution Liability		ISPILLSB650R002	2/13/2022	2/13/2024	Per Occurrence \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured Includes: Finley-Buttes Limited Partnership dba Finley Buttes Regional Landfill

The City of Spokane, its officers and employees, to the extent required by written contract, are additional insured with respect to General Liability. 30-day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract. Contractual Liability is written into the coverage form of the General Liability Policy but is subject to all terms, conditions, limitations and exclusions of the policy.

CERTIFICATE HOLDER City of Spokane - Purchasing 915 N. Nelson Street Spokane, WA 99202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Performance Bond



CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road
P.O. Box 1615
Warren, NJ 07061-1615

March 17, 2023

City of Spokane
915 N. Nelson Street
Spokane, WA 99202

Re: Finley-Buttes Limited Partnership's dba Finley Buttes Regional Landfill's
RFP NUMBER: 5817-23
Transportation and Disposal of Incinerator Ash and Bypass Waste


To Whom It May Concern:

Finley-Buttes Limited Partnership's dba Finley Buttes Regional Landfill's is a highly regarded client of Federal Insurance Company for bonding purposes.

We understand that Finley-Buttes Limited Partnership's dba Finley Buttes Regional Landfill's will be presenting a proposal to you for Transportation and Disposal of Incinerator Ash and Bypass Waste. If the proposal is accepted and Finley-Buttes Limited Partnership's dba Finley Buttes Regional Landfill's is asked to post a Performance Bond, Federal Insurance Company will issue this bond in an amount equal to \$15,000,000 per RFP No. 5817-23.

If you have any questions about this fine client, please do not hesitate to give us a call at 916.971.8843.

Sincerely,

By: 
Lisa Betancur, Attorney-In-Fact
Federal Insurance Company





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Lisa Betancur, Alison Chambers, David W. Garese, A. Catherine Skeen and Brooke A. Skeen of Sacramento, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 23rd day of November, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 23rd day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered in to in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 17th day of March, 2023.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On March 17, 2023 before me, Carola G. King, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carola G. King (Seal)



Bond No. _____
Premium \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ (\$ _____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____, _____.

(Witness)

(Attest)

_____, Attorney-In-Fact



5. References

We provide transportation and disposal service similar to the scope of work in this RFP to the following references.



City of Moscow

Tim Davis
221 E. Second Street
Moscow, ID 83843
(208) 883-7131
tdavis@ci.moscow.id.us



Skamania County

Brad Uhlig
PO Box 790
Stephenson, WA 98648
(509) 427-3926
uhlig@co.skamania.wa.us



Clark County

Mike Davis
1601 E. Fourth Plain Blvd., Bldg. 17
Vancouver, WA 98661
(360) 397-6118 ext. 4920
Mike.Davis@clark.wa.gov



6. Cost Proposal

Site	Bypass Cost All Inclusive	Bypass Cost Less Freight to Intermodal or Local Facility	Bypass Cost All Inclusive if Awarded Only Bypass Disposal	Bypass Cost Less Freight to Intermodal or Local Facility if Awarded Bypass Only
Colbert	\$ 72.00	N/A	\$ 72.00	N/A
Valley	\$ 71.00	N/A	\$ 71.00	N/A

Site	Bypass Cost All Inclusive	Bypass Cost Less Freight to Intermodal or Local Facility	Bypass Cost All Inclusive if Awarded Only Bypass	Bypass Cost Less Freight to Intermodal or Local Facility if Awarded Bypass Only	Ash Cost All Inclusive	Ash Cost Less Freight to Intermodal or Local Facility	Ash Cost All Inclusive if Awarded Only Ash Disposal	Ash Cost Less Freight to Intermodal or Local Facility if Awarded Ash Disposal Only
WTE (ADC*) *If ash used as alternative daily cover (beneficial use)	\$ 72.00	N/A	N/A	N/A	\$ 63.00	N/A	\$ 63.00	N/A
WTE (Mono-Cell*) *If ash disposed in Mono-Cell	\$ 72.00	N/A	N/A	N/A	\$ 71.00	N/A	\$ 73.50	N/A

Annual price adjustment:

We agree to the annual price adjustment methodology as presented in the RFP:

Annual price adjustment: The first full year (2024) of the contract will be the base year for assessment, each subsequent year there will be an opportunity for price adjustment using the method as follows. Price adjustment review will occur in Q4 of a given calendar year and published for both parties to review prior to effectivity date on January 1 of the following year. The first opportunity for adjustment will have an effective date of January 1st, 2025.

The City will adjust the disposal rates to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, all Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just completed year by the Index number for the previous year. In the event the Index number remains unchanged, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.



Exceptions to Terms and Conditions

Waste Connections of Washington, Inc. (“Contractor” or “Firm”) offers the following items to be incorporated into the resulting contract and as exceptions to the Request for Proposal for Transportation and Disposal of Incinerator Ash and Bypass Waste (the “RFP”) issued by the City of Spokane, Washington (the “City”). Contractor’s proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with the exceptions is some explanation to provide the City with Contractor’s thoughts behind such exceptions. Contractor’s bid submission is contingent upon and subject to the exceptions and objections contained herein. Specifically, Contractor objects, and does not agree, to any provision of the RFP to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this RFP after good faith negotiations, including the objections and exceptions contained herein. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

- (1) Contractor takes a general exception to any requirement of the RFP requiring confidential, proprietary or otherwise privileged information, including financials, of the Contractor. Contractor is a subsidiary of Waste Connections, Inc. (“WCN”). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission (“SEC”). Audited financial information is provided in WCN’s annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN’s periodic and annual filings are available online at www.sec.gov. Separate financial statements are not prepared for Contractor. To the extent that the foregoing financial information does not satisfy the requirements in the RFP, Contractor takes exception to such requirements.
- (2) Contractor objects to any portion of the RFP that would require Contractor provide a surety in any form other than an annually renewable performance bond in an amount equal to the annual value of the services.
- (3) Contractor makes the following comments/exceptions to the Scope of Services listed in the RFP
 - A. Alternative Operations Plan: If we are unable to utilize any Facility or transportation means proposed due to circumstances outside of our control, we request the opportunity to pass through reasonable additional costs, which shall not be unreasonably withheld.
- (4) Contractor makes the following objections to Attachment 2 of the RFP:
 - a. Section 15.C – Contractor would require deletion of this provision or any other provision in the RFP which would allow either party to terminate the resulting contract for convenience.
 - b. Section 16 –Contractor objects to Section 16 and would require it be deleted in its entirety and replaced with the following (added language underlined):

“The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity to the extent 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 to the extent 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.”



- c. Section 17.D. Requirement for Professional Liability: The scope of service does not require Professional Liability. We don't have Professional Liability because it does not meet the scope of work we provide. This should be removed from the requirements.
 - d. Section 17: Notice of cancellation requirement: "There shall be no cancellation" should be changed to include except 10 days for non-payment of premium. We are good with the intent to non-renew.
 - e. Section 17: Disclosure of deductible or retention level requirement: The RFP references that the certificate shall specify all of the parties who are additional insured and include application policy endorsements and the deductible or retention level as well as policy limits. We don't list our deductibles within COIs and our deductibles or full policy limits should not be a concern as long as we meet the requirements of the contractual limits requested.
- (5) In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the final form of the resulting contract:
- a. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
 - b. Contractor objects to any provision of the RFP requiring Contractor to provide full copies of its insurance policies.
 - c. The rights granted to Contractor under the contract shall be exclusive. The City may, in its sole discretion, enforce the exclusivity provisions of the contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to the agreement.
 - d. Except in the case of Contractor' negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
 - e. Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.



- f. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.
- g. Notwithstanding anything herein to the contrary, Contractor may pass through and the City shall pay to Contractor any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
- h. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under the contract.





Agenda Sheet for City Council Meeting of:

09/25/2023

Date Rec'd	9/7/2023
Clerk's File #	OPR 2023-0977
Renews #	
Cross Ref #	OPR 2023-0699
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	TREY GEORGE X7908
Contact E-Mail	JGEORGE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	CONTRACT WITH ECOLOGY FOR TAPE PROJECT GRANT FUNDING

Agenda Wording
 The contract with Ecology for a grant award with match requirement to perform a TAPE Project has been initiated and consent to accept and finalize the contract is requested. Grant application WQC-2023-Spokane-00120 was awarded to the City on 7/1/2022.

Summary (Background)
 Evaluate effectiveness of two engineered soils to determine if they can achieve treatment performance criteria without surface vegetation. Results will be used to develop modified bioretention best practice approved for general use in lieu of turf grass, which supports the City's water conservation goals while providing treatment to stormwater. Grant match costs will be shared between Spokane County and City of Spokane Valley under an MOU.

Lease? NO	Grant related? YES	Public Works? YES
Fiscal Impact		Budget Account
Expense \$ \$33,678		# 4330-43354-35148-54201-99999
Expense \$ \$33,333		# 4330-43354-35148-54201-99999
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	LOWDON, MICHAEL	Study Session\Other	PIES 8/28/2023
Division Director	FEIST, MARLENE	Council Sponsor	CP Kinnear
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET	jgeorge@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	kbrooks@spokanecity.org	
Additional Approvals		mmurray@spokanecity.org	
Purchasing		Tax & Licenses	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	mlowdon@spokanecity.org	
		sspence@spokanecity.org	
		lmartelle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability 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	Contract with Ecology for TAPE Project grant funding
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The contract with Ecology for a grant award with match requirement to perform a TAPE Project has been initiated and consent to accept and finalize the contract is requested.</p> <p>Grant application WQC-2023-Spokane-00120 for a TAPE Project, titled Bioretention Soil Media Study: Development of Non-Vegetated BMPs, was awarded to the City of Spokane July 1, 2022.</p> <p>The project will be administered cooperatively by Spokane County, City of Spokane Valley, and City of Spokane (Lead Entity), and will be performed Evergreen StormH2O, who was chosen through the RFQu procurement process.</p> <p>An MOU for cost sharing the match portion of the grant was provided consent by City Council June 2023 (OPR 2023-0699).</p> <p><u>Project background information:</u></p> <p>The focus of the proposed project is to evaluate the effectiveness of the two engineered soils to determine if they can achieve treatment performance criteria without surface vegetation. Results from this project will be used to support the development of a modified bioretention best management practice that is approved for general use for stormwater treatment. Implementation of this technology as an approved stormwater treatment method will allow stormwater facilities to eliminate turf grass as a surface treatment, and support the City’s water conservation goals while continuing to provide the treatment that is necessary for stormwater runoff.</p> <p>The TAPE Project grant award for \$300,000 of reimbursable costs requires a 25% match (\$100,000) to be split equally by each cooperative partner.</p>
Proposed Council Action	Provide consent to accept and finalize the contract with Ecology for a grant award to perform a TAPE Project.
Fiscal Impact Total Cost: _Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source One-time Recurring
Specify funding source: Department stormwater budget

Expense Occurrence One-time Recurring

Other budget impacts: There is a 25% Match requirement of total project costs of up to \$100,000, which will be split equally by the three partnering jurisdictions. Total project match costs for the City of Spokane are 1/3 of \$100,000 (\$33,000) over the course of 3 years.

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 – This is a grant funded research project to determine if vegetation is necessary for a swale to function. The outcome of the study will be applicable all swales everywhere.

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 – See above comment.

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

Data will collected per the TAPE program requirements to ensure appropriate QA/QC is occurring to validate data that is generated.

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 aligns with the goals of the City of Spokane Water Conservation Plan in that the results may demonstrate that vegetation is unnecessary to provide adequate treatment to stormwater, thereby eliminating the need for irrigation.



Agreement No. WQC-2023-Spokane-00120

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and the CITY OF SPOKANE, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

GENERAL INFORMATION

Project Title:	Bioretention Soil Media Study: Development of Non-Vegetated BMPs
Total Cost:	\$400,000.00
Total Eligible Cost:	\$400,000.00
Ecology Share:	\$
Recipient Share:	\$
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Stormwater Activity

Project Short Description: (500 character limit, includes spaces)

This project will evaluate how effective bioretention stormwater best management practices (BMPs) are at removing stormwater pollutants when they are installed without vegetation. The project will evaluate two different types of bioretention soil media using the performance criteria described in ECOLOGY's Technology Approval Process (TAP-E). If the non-vegetated BMPs meet TAPE performance goals, this information will be used to recommend approval for general statewide use without vegetation.

Project Long Description: (4,000-character limit, includes spaces)

This study will evaluate the treatment performance of two Bioretention Soil Medias (BSM) without vegetation to determine if they meet the TAPE treatment performance goals. The media consists of an 18-inch layer of 60% sand and 40% compost (60:40 BSM) and the High Performance Bioretention Soil Media (HPBSM) which consists 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), metals (Copper & Zinc) and phosphorus (HPBSM w/ polishing layer only) treatment are required per the NPDES Municipal Stormwater (MS4) permits. If this study can demonstrate that the TAPE treatment performance goals can be achieved, results will be used to support the development of bioretention BMPs that are approved for general use without vegetation and included in the Eastern and Western Washington Stormwater Management Manuals.

The current design requirements for these bioretention BMPs include vegetation, which creates a challenge for Washington locations with hot and dry summers. This is because bioretention cells require irrigation to keep the vegetation alive between storm events. The cost to construct and operate an irrigation system adds to the overall life cycle cost of stormwater BMPs and consumes water that could have a higher beneficial use. This problem is compounded during drought years when irrigation is restricted. In addition to drought, in some locations, cold climate conditions span several months of the year, during which plant life is dormant and less effective at providing treatment mechanisms. Based on laboratory testing of the two BSMs as well as relevant literature, it appears that the BMPs without vegetation will provide treatment sufficient to meet TAPE treatment performance criteria.

The project will be conducted at a test site on the Gonzaga University campus in Spokane. The test site contains a dual-cell pond where other water quality research has been conducted. As part of this project the test site will be modified to accommodate the High Performance Bioretention Soil Media depth which is anticipated to be 18-inches deeper. Additional test site modifications include constructing two non-vegetated cells, one with the High Performance Bioretention Soil Media and the other with the standard 60:40 Bioretention Soil Media. The automated monitoring system already installed at the site will be used for this study to collect 15 composite influent and effluent samples, precipitation, and flow data as required by TAPE. Samples will be tested for the required and screening parameters to demonstrate treatment performance goals for basic, enhanced, phosphorus, and oils treatment [11]. This study also includes developing a TAPE application, quality assurance project plan (QAPP), technical evaluation report (TER), and study fact sheet.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: CITY OF SPOKANE

Federal Tax ID: 91-6001280

UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Organization Email: mpapich@spokanecity.org

Contacts

Project Manager	James George 909 E. Sprague Ave. Spokane, Washington 99202 Email: jgeorge@spokanecity.org Phone: (509) 625-7908
Authorized Signatory	Nadine Woodward 808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: nwoodward@spokanecity.org Phone: (509) 625-6250
Billing Contact	Lavonne Martelle 808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lmartelle@spokanecity.org Phone: (509) 625-6042

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Shilo Sprouse 4601 N Monroe Street Spokane, Washington 99205-1295 Email: shsp461@ecy.wa.gov Phone: (509) 862-8584
Financial Manager	Joe Kinerk Stormwater Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: joek461@ecy.wa.gov Phone: (360) 742-2875
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

SCOPE OF WORK

Task Number: 1

Task Cost: \$15,525.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT must carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project follows applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.

* Properly maintained project documentation.

Grant and Loan Administration Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2

Task Cost: \$60,278.00

Task Title: Project Coordination

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance. The RECIPIENT will oversee the overall project communication, coordination of the project, and manage the technical aspects of the project to support the successful completion of all tasks.

The RECIPIENT will establish and maintain an online document-sharing drive site for management and coordination of meetings and documents for a minimum duration of the Grant period. The RECIPIENT will provide access to the shared drive for the ECOLOGY project manager, project team, and Technical Advisory Committee (TAC). The shared drive shall serve as the repository for all TAC communication, including review comments, response to comments, meeting agendas, and project deliverables. The RECIPIENT shall upload all deliverables to EGAL and notify ECOLOGY when upload is complete.

The RECIPIENT will prepare a detailed Project Schedule, including due dates for all deliverables. The RECIPIENT will update the schedule and notify ECOLOGY when significant changes occur. The RECIPIENT shall be responsible for ensuring effective communication between ECOLOGY, TAPE staff, researchers, city, university staff and other stakeholders .

2.1 Stakeholder Coordination

- A. The RECIPIENT will comply with Executive Order cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
 1. Submit to ECOLOGY the 05-05/106 Form. All submitted materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.
 2. Develop and submit to ECOLOGY an Inadvertent Discovery Plan (IDP), using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.
Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.
- B. The RECIPIENT will hold quarterly project status meetings with stakeholders. The stakeholders include ECOLOGY Project Manager, the City of Spokane, Spokane County, and the City of Spokane Valley. The purpose of these meetings is to review the project and grant status; plan for upcoming tasks and solicit input/comments on the project work planned and complete. The information collected during these meetings will be used to refine the project approach/work throughout all phases of the project. Twice a year the RECIPIENT will expand the stakeholder group will be expanded to include a technical advisory committee (TAC) composed of additional permittees. The purpose of these meetings is to update interested parties on the project status and collect feedback on project findings and deliverables.

Task Goal Statement:

Project Coordination will clarify expectations, outcomes and ensure quality data analysis for the project.

Task Expected Outcome:

Project is kept on track and expectations are known by responsible parties.

Project Coordination Deliverables

Number	Description	Due Date
2.1	Final Project Schedule. Upload to shared drive, and upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of Technical Advisory Committee (TAC) members, roles and responsibilities. Upload agenda, notes, and response to comments to shared drive, and upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	All TAC meetings: agenda, notes and comment responses. Upload agenda, notes, and response to comments to shared drive, and upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3

Task Cost: \$110,924

Task Title: Study Preparation

Task Description:

The RECIPIENT will develop the TAPE application for entering the non-vegetated BMPs into the evaluation program following the requirements defined in the 2018 Ecology TAPE Guidance Document and time to update the application based on comments received from the peer review and Ecology. The budget for this subtask includes a peer review of the draft TAPE application prior to submitting the document to ECOLOGY. The RECIPIENT will develop an inventory of suppliers, their contact information, and a summary of the available media and costs. 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 the Stormwater Management Manual for Eastern Washington for the 60:40 BSM and the Guidance on Using New High Performance Bioretention Soil Mixes for the HPBSM. Construction plans/specifications will be developed for modifying the test-site including.

Task Goal Statement:

The RECIPIENT will complete all tasks and respond to ECOLOGY comments in a timely manner. The RECIPIENT will develop and finalize the TAPE application, Quality Assurance Project Plan, and BSM Supplier Inventory and testing results.

Task Expected Outcome:

The RECIPIENT will complete a TAPE application, Quality Assurance Project Plan, BSM Supplier Inventory and Compile BSM Testing Results.

Equipment Purchase Deliverables

Number	Description	Due Date
3.1	TAPE Application. Upload to EAGL and notify ECOLOGY.	
3.2	Draft and Final QAPP. Upload to EAGL and notify ECOLOGY.	
3.3	BSM Supplier Inventory. Upload to EAGL and notify ECOLOGY.	
3.4	BSM Testing Results Upload to EAGL and notify ECOLOGY.	
3.5	Test Site Plan Sheets Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4

Task Cost: \$171,588

Task Title: Data Collection & Analysis

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting to ECOLOGY for acceptance. Collect field data as defined in the QAPP from a minimum of 15 qualifying rainfall events over a minimum of 2 wet seasons. The primary work associated with this task includes daily monitoring of the weather forecast (identify when qualifying rainfall events will occur), operating/maintaining the equipment, collecting three water quality samples for each rainfall event (1 influent and 2 effluent) and duplicates for 10% of the samples and rinsate blanks, delivering the samples to the lab for analysis, and downloading precipitation depth and runoff flow rate data from the data logger.

A. The RECIPIENT will submit for review and concurrence

Task Goal Statement:

The RECIPIENT will conduct WQ Sampling as described in the approved QAPP.

Task Expected Outcome:

Analysis of the samples will clearly identify whether pollutant reduction is achieved at desired levels.

Equipment Operations and Maintenance Plan Deliverables

Number	Description	Due Date
4.1	Sample WQ Testing Results. Upload to EAGL and notify ECOLOGY.	
4.2	Tables of Data Analysis Results. Upload to EAGL and notify ECOLOGY.	
4.3	Audit Summary and Results. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 5

Task Cost: \$41,685

Task Title: Reporting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will develop a Technical Evaluation Report in accordance with TAPE guidance.
- B. The RECIPIENT will develop a Fact Sheet.
- C. The RECIPIENT will compile all data.

Task Goal Statement:

The RECIPIENT will submit the Technical Evaluation Report, Fact Sheet and Compiled Data.

Task Expected Outcome:

The RECIPIENT will upload Data from the project to EIM and International BMP database. Notify ECOLOGY when upload is complete.

Reporting Deliverables

Number	Description	Due Date
5.1	Draft and final TER. Upload to EAGL and notify ECOLOGY.	
5.2	Fact Sheet. Upload to EAGL and notify ECOLOGY.	
5.3	Compiled Data Upload to EAGL and notify ECOLOGY.	
5.4	Upload Data from the project to EIM and International BMP database. Notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 6

Task Cost:

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

Timely and complete submittal of all closeout tasks included in the schedule and are completed prior to the expiration of the grant.

Project Closeout Deliverables

Number	Description	Due Date
6.1	Recipient Closeout Report (RCOR) in EAGL.	
6.2	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

Funding Distribution

Funding Title: SFAP
 Funding Type: Grant
 Funding Effective Date:
 Funding Expiration Date:
 Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 25 (depending on hardship)
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

For Loans Only:
 Effective Interest Rate: % Interest Rate: % Admin Charge: %
 Terms: years
 Project Start Date: Project Completion Date:

Indirect Rate: max 30%
 Supporting documentation must be uploaded to EAGL.
 Rate will be indicated in your agreement.

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration			
2. Enhanced Maintenance Plan			
3. Regenerative Air Sweeper Purchase			
4. Equipment Operations and Maintenance Plan			
5. Sweeper Operation			
6. Project Closeout			
Total			

For Loans Only:

Tasks	Total Project Cost	Total Eligible Project Cost	Forgivable Principal Loan Amount	Standard Loan Amount
1. Grant and Loan Administration				
2. Enhanced Maintenance Plan				
3. Regenerative Air Sweeper Purchase				
4. Operations and Maintenance Plan				
5. Sweeper Operation				
6. Project Closeout				
Total				

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	25	\$	\$	\$
Total		\$	\$	\$

DRAFT

Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

Funding Offer:

SFAP Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	Total Funding Offer

Does the funding offer amount shown in the following forms all match?

Offer Letter uploaded in EAGL: EAGL Offer Form: Published Offer List:

Was the funding offer less than the amount requested because of ineligible items? Please describe.

--

Application Budget (copy content from “Scope of Work – FOR APPLICATION” form in EAGL)

Task	Budget in App	Notes
1. Grant and Loan Administration	\$15,525	
2. Project Coordination	\$60,278	
3. Study Preparation	\$110,924	
4. Data Collection & Analysis	\$171,588	
5. Reporting	\$41,685	
6. Project Close Out	\$0.00	
Total		

Agreement Budget

Task	Revised Budget	Notes
1. Grant and Loan Administration	\$15,525	
2. Project Coordination	\$60,278	
3. Study Preparation	\$110,924	
4. Data Collection & Analysis	\$171,588	
5. Reporting	\$41,685	
6. Project Close Out	\$0.00	
Total		

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS (Updated June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction,

alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or

unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water

pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights

and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous

substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project

approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested

and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or

Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be

completed in EAGL.

8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured

lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof

immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR, prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY. The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov/>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov/>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov/>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

- As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM/>> exclusion list.

ECOLOGY GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://apps.ecology.wa.gov/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon

payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY

may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of Terms and Conditions



Agenda Sheet for City Council Meeting of:
09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0978
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES HVAC MASTER CONTROLS VALUE BLANKET

Agenda Wording

The Facilities Department in partnership with Purchasing has completed the procurement process for a Citywide HVAC Master Controls value blanket contract.

Summary (Background)

This value blanket will allow access to various departments for the standardized purchase of HVAC equipment, parts, sensors, control systems, and other HVAC system components listed in the attached. The value blanket will allow various departments and facilities to budget and bill separately over the term of the contract.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ \$500,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	VARIOUS
#	
#	
#	

Approvals

Dept Head	TEAL, JEFFREY
Division Director	MURRAY, MICHELLE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	09/11/2023
Council Sponsor	Stratton

Distribution List

daver@atsinw.com

Additional Approvals

Purchasing	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department						
Contact Name	Dave Steele						
Contact Email & Phone	509-625-6064						
Council Sponsor(s)	CM Stratton						
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:						
Agenda Item Name	Citywide HVAC Master Controls Contracts						
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for a Citywide HVAC Master Controls Contracts. These contracts will provide master contract (or value blanket contract) access to various departments for the standardized purchase of HVAC equipment and the installation and maintenance / servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components.</p> <p>Each of these contracts is formatted as a master contract, allowing various departments and facilities to budget and bill separately over the term of the contract.</p>						
Proposed Council Action	Contract approval						
Fiscal Impact							
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Total Expense: Public Works Maintenance Contract</td> <td style="text-align: right;">\$300,000 annually</td> </tr> <tr> <td>Public Works Installation Contract</td> <td style="text-align: right;">\$300,000 annually</td> </tr> <tr> <td>Value Blanket Parts</td> <td style="text-align: right;">\$500,000 annually</td> </tr> </table>		Total Expense: Public Works Maintenance Contract	\$300,000 annually	Public Works Installation Contract	\$300,000 annually	Value Blanket Parts	\$500,000 annually
Total Expense: Public Works Maintenance Contract	\$300,000 annually						
Public Works Installation Contract	\$300,000 annually						
Value Blanket Parts	\$500,000 annually						
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 <input type="checkbox"/> N/A Specify funding source: Varies							
Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A							
Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.							
Operations Impacts (If N/A, please give a brief description as to why)							
What impacts would the proposal have on historically excluded communities?							
<p>This work will enhance the City of Spokane’s ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.</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?

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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 will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

Policy Number: AS2-Z91-470525-013
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any persons or organizations as required by a written contract or agreement entered into prior to an occurrence or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A.** There is no similar insurance available to that organization;
- B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1.** The 90th day after you acquire or form the organization; or
 - 2.** The end of the policy period,whichever is earlier; and
- C.** The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

- B. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.

- D. This coverage does not apply:
1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:
2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,prior to the effective date of the cancellation or non-renewal.
- B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Schedule

Premium

Liability
Physical Damage See Form
Total Premium AC84941117

XVII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL
Not Applicable						

**XX. Notice of Cancellation or Nonrenewal
Name and Address**
Per Schedule on File

Number of Days
30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
- c. Any premises for which coverage is excluded by endorsement.

3. Mortgagees, Assignees or Receivers: Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. Owners, Lessees or Contractors: Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. Architects, Engineers or Surveyors: Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In connection with your premises; or
- b. In the performance of your ongoing operations.

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs 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 failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an 'occurrence', that such person or organization be added as an additional insured to your policy.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an 'occurrence'.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



License Information:

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

Entity name: ATS INLAND NW LLC

Business name: ATS INLAND NW LLC

Entity type: Limited Liability Company

UBI #: 602-410-090

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9507 E SPRAGUE AVE
SPOKANE VALLEY WA 99206-3616

Mailing address: 450 SHATTUCK AVE S
RENTON WA 98057-2427

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Moses Lake General Business - Non-Resident	BUS2015-10232			Active	Jul-31-2024	Jul-13-2015
Spokane General Business - Non-Resident	T12032728BUS			Active	Jul-31-2024	Oct-15-2012
Spokane Valley General Business				Active	Jul-31-2024	May-23-2014

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

Governing people	Title

Governing people

Title

ALLEN, BRIAN

KISSINGER, WILLIAM

Registered Trade Names

Registered trade names

Status

First issued

ATS INLAND NW LLC

Active

Jan-31-2017

The Business Lookup information is updated nightly. Search date and time: 9/13/2023 9:02:50 AM

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Bid Tabulation



City of Spokane - Nelson Purchasing Center
Phone 509 625 6527

ATS Inland
NW

ITB 5956-23 HVAC Item – As-Needed Brand: Alerton —No Or-Equals— Value Blanket

Contractor

ITEM #	MFG	ITEM NUMBER	ORDERABLE PART NUMBER	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	Unit Cost Each
1	Allerton	MS4-TH	MS4-TH	Micro set 4 with temperature and humidity sensors	\$249.30
2	Allerton	MS4-TH-NL	MS4-TH-NL	Micro set 4 with temperature and humidity sensors and no logo	\$332.10
3	Allerton	MS4-TH-MSTP	MS4-TH-MSTP	MS/TP Micro set 4 with temperature and humidity sensors	\$362.70
4	Allerton	MS4-THC	MS4-THC	Micro set 4 with temperature, humidity, and CO2 sensors	\$923.40
5	Allerton	MS4-FOAM	MS4-FOAM	Micro set 4 Back Foam, 25-pack	\$380.70
6	Allerton	MS-2000-BT	MS-2000-BT	Micro set II intelligent wall sensor with multi-function LCD and function buttons.	\$238.05
7	Allerton	MS-2000-BT-NL	MS-2000-BT-NL	Micro set II intelligent wall sensor with multi-function LCD and function buttons without logo	\$282.60
8	Allerton	MS-2100H-MSTP	MS-2100H-MSTP	MS/TP based Micro set II intelligent wall sensor with integrated DDC, multi-function LCD and humidity sensor.	\$403.20
9	Allerton	MS-2000H-BT	MS-2000H-BT	MS-2000-BT with humidity sensor.	\$529.20
10	Allerton	WTS-1050-H	WTS-1050-H	Wireless temperature sensor with temperature adjustment knob, manual override and humidity sensing	\$439.65
11	Allerton	WTS-1000-H	WTS-1000-H	Wireless temperature sensor with humidity sensing	\$354.60
12	Allerton	TS-1050	TS-1050	Wall sensor setpoint, override, service	\$294.30
13	Allerton	TS-1050-BT	TS-1050-BT	Wall sensor with setpoint lever, occupant override switch, and service jack	\$99.90
14	Allerton	TS-1050-BT-NL	TS-1050-BT-NL	Wall sensor with setpoint lever, occupant override switch, and service jack – no logo	\$126.45
15	Allerton	VLD-362	VLD-362	Visual Logic Display controller with 2 fixed inputs, 3 universal inputs, 6 binary outputs and 2 analog outputs	\$754.20
16	Allerton	VLD-362-FF	VLD-362-FF	Visual Logic Display controller with built in fixed function applications, non-programmable	\$411.75
17	Allerton	ALERVIEW-WHT	ALERVIEW-WHT	7" touchscreen display; BACnet/IPv4, BACnet/MSTP; configurable Read or Read/ Write data points with one or more devices; 9-36vDC or PoE 802.3; white bezel	\$3,344.05

18	Allerton	ALERVIEW-BLK	ALERVIEW-BLK	7" touchscreen display; BACnet/IPv4, BACnet/MSTP; configurable Read or Read/ Write data points with one or more devices; 9-36vDC or PoE 802.3; black bezel	\$3,334.05
19	Allerton	VAVi-0-IP	VAVi-0-IP	Viavi Controller with integral actuator, 0 I/O, Air Flow Sensor and MODBUS	\$680.40
20	Allerton	VAVi-7u5IP	VAVi-7u5IP	Viavi Controller with integral actuator, 7 Universal I/O, and 5 SSR Binary Outputs, Air Flow Sensor and MODBUS	\$675.00
21	Allerton	VAVi-7u5-IP-BLE	VAVi-7u5-IP-BLE	Viavi Controller with integral actuator, 7 Universal I/O, and 5 SSR Binary Outputs, Air Flow Sensor, MODBUS, and BLE	\$907.20
22	Allerton	715000500	715000500	VL-MQ-WSHP-1. BACnet-compliant, field controller for the McQuay water source heat pump.	\$843.30
23	Allerton	VAV-DD7-E	VAV-DD7-E	Dual-duct VAV controller. 4 universal inputs, 2 airflow sensors, 3 binary triac outputs, and 4 ground-switching binary triac outputs.	\$903.60
24	Allerton	VAV-DD-E	VAV-DD-E	Dual-duct VAV controller. 4 universal inputs, 2 airflow sensors, 4 ground-switching binary triac outputs.	\$778.05
25	Allerton	VAViH-SD	VAViH-SD	VAViH-SD with integral Honeywell actuator	\$606.60
26				Single-duct VAV controller. 5 universal inputs, 1 airflow sensor, 4 hot-switching binary triac outputs, and 2 ground-switching binary triac outputs (pre-wired to actuator).	No Bid
27	Alerton	VAV-SD2A-E	VAV-SD2A-E	Single-duct VAV controller. 4 universal inputs, 1 airflow sensor, 5 binary outputs, and 2 analog outputs.	\$597.15
28	Alerton	VAV-SD-E-A-AA	VAV-SD-E-A-AA	Alerton VAV-SD-E BACnet controller bundled with Honeywell ML6161 actuator.	\$554.85
29	Alerton	VAV-SD-E	VAV-SD-E	Single-duct VAV controller. 4 universal inputs, 1 airflow sensor, 3 hot-switching binary triac outputs, and 2 ground-switching binary triac outputs.	\$448.65
30	Alerton	VLC-1188-E	VLC-1188-E	11 universal inputs, 8 hot-switching binary triac outputs, 8 analog outputs.	\$1,719.00
31	Alerton	VLC-1600-E	VLC-1600-E	16 universal inputs.	\$995.85
32	Alerton	VLC-16160-E	VLC-16160-E	16 universal inputs, 16 hot-switching binary triac outputs.	\$1,744.20
33	Alerton	VLC-444e	VLC-444e	Field controller with 4 universal inputs, 4 binary outputs, 4 analog outputs	\$648.00
34				(an update to the VLC-444 to add support for the Microset-4)	No Bid
35	Alerton	VLC-550-E	VLC-550-E	5 universal inputs, 5 hot-switching binary triac outputs.	\$605.25
36	Alerton	VLC-651R-E	VLC-651R-E	6 universal inputs, 2 hot-switching binary triac outputs, 3 isolated relay outputs, 1 analog output.	\$756.90

37	Alerton	VLC-660R-E	VLC-660R-E	6 universal inputs, 3 hot-switching binary triac outputs, 3 isolated relay outputs.	\$756.90
38	Alerton	VLC-853-E	VLC-853-E	8 universal inputs, 5 hot-switching binary triac outputs, 3 analog outputs.	\$1,113.30
39	Alerton	VLCA-1688	VLCA-1688	BACnet controller with 16 universal inputs, 8 binary outputs and 8 analog outputs	\$1,890.00
40	Alerton	VIP-363-HOA	VIP-363-HOA	VisualLogic® IP controller with 3 Universal Inputs, 6 Binary Outputs, 3 Universal I/O and HOA switches	\$1,018.35
41	Alerton	VXIO-322-HOA	VXIO-322-HOA	VisualLogic® I/O module with 3 Universal Inputs, 2 Binary Outputs, 2 Universal I/O and HOA switches	\$576.90
42	Alerton	VXIO-965-HOA	VXIO-965-HOA	VisualLogic® I/O module with 9 Universal Inputs, 6 Binary Outputs, 5 Universal I/O and HOA switches	\$1,217.25
43	Alerton	VIP-363-VAV	VIP-363-VAV	VisualLogic® IP VAV controller with 3 Universal Inputs, 6 Binary Outputs, 3 Universal I/O, airflow sensor and HOA switches. No I/O expansion.	\$801.90
44	Alerton	AZW-5000	AZW-5000	Wireless transceiver	\$1,070.55
45	Alerton	FLG-MODBUS	FLG-MODBUS	Field level gateway that resides on a BACnet MS/TP network and connects to a Modbus device or network over EIA-232 or EIA-485, translating Modbus data to BACnet AVs and BVs.	\$2,525.85
46	Alerton	MSTP-REP	MSTP-REP	Multiple-segment MS/TP repeater.	\$1,051.65
47	Alerton	VAV-FILTER	VAV-FILTER	VAV Filter	\$26.10
48	Alerton	VAV-FILTER-50	VAV-FILTER-50	VAV Filter bulk pack of 50 filters	\$918.45
49	Alerton	ACM010	ACM-ALERTON	Licenses the ACM for capacity of 10 directly connected devices	\$286.65
50	Alerton	ACM025	ACM-ALERTON	Licenses the ACM for capacity of 25 directly connected devices	\$715.50
51	Alerton	ACM032	ACM-ALERTON	Licenses the ACM for capacity of 32 directly connected devices	\$915.75
52	Alerton	ACM064	ACM-ALERTON	Licenses the ACM for capacity of 64 directly connected devices	\$1,831.50
53	Alerton	ACM128	ACM-ALERTON	Licenses the ACM for capacity of 128 directly connected devices	\$3,661.65
54	Alerton	ACM256	ACM-ALERTON	Licenses the ACM for capacity of 256 directly connected devices	\$7,324.20
55	Alerton	ACM384	ACM-ALERTON	Licenses the ACM for capacity of 384 directly connected devices	\$10,984.50
56	Alerton	ACM-MDBS-DR-RTU	ACM-DRIVERS	Software driver for the ACM for communicating with MODBUS devices over RS-232 or RS-485	\$1,998.00
57	Alerton	ACM-MDBS-DR-TCP	ACM-DRIVERS	Software driver for the ACM for communicating with MODBUS devices over Ethernet using TCP	\$2,996.55
58	Alerton	ACM-DR-VLX	ACM-DRIVERS	Software driver for the ACM for running 1 additional instance of the VLX plant controller application on 1 trunk of up to 8 AXM I/O modules.	\$4,155.30

59	Alerton	ACM-DR-FPCS	ACM-DRIVERS	Software driver for the ACM for Siemens P1 devices foreign protocol converter	\$6,067.80
60	Alerton	ACM-DR-HOTEL	ACM-DRIVERS	Software driver for the ACM for hotel system integration	\$8,951.40
61	Alerton	AL-DP-4	ACM-ALERTON	Increases Alerton device capacity on the ACM by 4	\$176.40
62	Alerton	AL-DP-32	ACM-ALERTON	Increases Alerton device capacity on the ACM by 32	\$1,077.75
63	Alerton	AL-DP-64	ACM-ALERTON	Increases Alerton device capacity on the ACM by 64	\$2,153.70
64	Alerton	AL-DP-128	ACM-ALERTON	Increases Alerton device capacity on the ACM by 128	\$4,308.30
65	Alerton	AL-DP-256	ACM-ALERTON	Increases Alerton device capacity on the ACM by 256	\$8,616.60
66	Alerton	715000000	715000000	BACtalk Global Controller Module Power Supply	\$873.00
67	Alerton	715000100	715000100	BACtalk Global Controller Module Ethernet & MS/TP	\$836.10
68	Alerton	715000300	715000300	BACtalk Global Controller Module MS/TP	\$2,623.05
69	Alerton	7150002000	7150002000		\$1,612.35
70	Alerton	715001600	715001600		No Bid
71	Alerton	715001000	715001000	BACtalk Global Controller Module Hotel Gateway	\$9,095.40
72	Alerton	BACtalk Foreign Protocol Convertor Module			No Bid
73	Alerton	ACM Global Controller			\$3,936.60
74	Alerton	FLG-MODBUS	FLG-MODBUS	Field Level Modbus Gateway	\$2,525.85
75	Alerton	BTI-S ESD-100	BTI-S ESD-101	Enet Dataline Protector for	No Bid
76	Alerton	ES-EIS8-100T	ES-EIS8-100T	Enet Switching Hub for Smoke Control	\$2,700.00
77	Alerton	WTS-1000-KIT	WTS-1000-KIT	Wireless Temp Sensor Kit w/rec	No Bid
78	Alerton	WTS-1050-KIT	WTS-1050-KIT		No Bid
79	Alerton	TS-3125-CI-00-AA	TS-3125-CI-00-AA	Stainless Well	\$22.05
80	Alerton	MS 1010	MS 1010	Microset Digital Temp Sensor IBEX	No Bid
81	Alerton	MS10001	MS10001	BACtalk Microset Digital Sensor	No Bid
82	Alerton	MS 1010H	MS 1010H	BACtalk Microset Digital Sensor w/ Humidity	No Bid
83	Alerton	Microset II Digital Sensor			No Bid
84	Alerton	MS 2000BT NL	MS 2000BT NL	LCD Readout no logo	\$282.60
85	Alerton	TS-2004-FA-03-AA	TS-2004-FA-03-AA		\$15.30
86	Alerton	TS-2004-FB-03-AA	TS-2004-FB-03-AA		\$19.80
87	Alerton	TS-2004-PD-03-AB	TS-2004-PD-03-AB		\$22.50
88	Alerton	TS-2004-GD-03-AA	TS-2004-GD-03-AA		\$19.35
89	Alerton	TS-3200-DD-03-AA	TS-3200-DD-03-AA	Temp Sensor Outside Air Die Cast 3k	\$31.50
90	Alerton	TS-3004-OA-03-AA	TS-3004-OA-03-AA	Temp Sensor Pencil 4" 3k	\$13.05
91	Alerton	TS-3006-OA-03-AA	TS-3006-OA-03-AA		\$13.05
92	Alerton	TS-3008-OA-03-AA	TS-3008-OA-03-AA		\$13.05

93	Alerton	TS-3012-OA-03-AA	TS-3012-OA-03-AA		\$14.85
94	Alerton	TS-1050	TS-1051	Microtouch Temperature Sensor	\$294.30
95	Alerton	TS-4000-OC-03-AA	TS-4000-OC-03-AA	Temp Sensor Raw Thermistor 7" Lead 3k	\$14.85
96	Alerton	LTBT-VAV-SD	LTBT-VAV-SD		No Bid
97	Alerton	LTBT-VAV-SD-C	LTBT-VAV-SD-C		No Bid
98	Alerton	BACtalk VAVIHSD	BACtalk VAVIHSD		No Bid
99	Alerton	MS4-TH	MS4-TH		\$249.30
100	Alerton	MS4-TH-NL	MS4-TH-NL		\$332.10
101	Alerton	MS4-TH-MSTP	MS4-TH-MSTP		\$362.70
102	Alerton	MS4-THC	MS4-THC		\$923.40
103	Alerton	MS4-FOAM	MS4-FOAM		\$380.70
104	Alerton	MS-2000-BT	MS-2000-BT		\$238.05
105	Alerton	MS-2000-BT-NL	MS-2000-BT-NL		\$282.60
106	Alerton	MS-2100H-MSTP	MS-2100H-MSTP		\$403.20
107	Alerton	MS-2000H-BT	MS-2000H-BT		\$529.20
108	Alerton	WTS-1050-H	WTS-1050-H		\$439.65
109	Alerton	WTS-1000-H	WTS-1000-H		\$354.60
110	Alerton	TS-1050	TS-1051		\$354.60
111	Alerton	TS-1050-BT	TS-1050-BT		\$99.90
112	Alerton	TS-1050-BT-NL	TS-1050-BT-NL		\$126.45
113	Alerton	VLD-362	VLD-363		\$754.20
114	Alerton	VLD-362-FF	VLD-362-FF		\$411.75
115	Alerton	ALERVIEW-WHT	ALERVIEW-WHT		\$3,334.05
116	Alerton	ALERVIEW-BLK	ALERVIEW-BLK		\$3,334.05
117	Alerton	VAVi-0-IP	VAVi-0-IP		\$680.40
118	Alerton	VAVi-7u5IP	VAVi-7u5IP		\$675.00
119	Alerton	VAVi-7u5-IP-BLE	VAVi-7u5-IP-BLE		\$907.20
120	Alerton	715000500	715000501		\$843.30
121	Alerton	VAV-DD7-E	VAV-DD7-E		\$903.60
122	Alerton	VAV-DD-E	VAV-DD-E		\$778.05
123	Alerton	VAViH-SD	VAViH-SD		\$606.60
124	Alerton	VAV-SD2A-E	VAV-SD2A-E		\$597.15
125	Alerton	VAV-SD-E-A-AA	VAV-SD-E-A-AA		\$554.85
126	Alerton	VAV-SD-E	VAV-SD-E		\$448.65
127	Alerton	VLC-1188-E	VLC-1188-E		\$1,719.00
128	Alerton	VLC-1600-E	VLC-1600-E		\$995.85
129	Alerton	VLC-16160-E	VLC-16160-E		\$1,744.20

130	Alerton	VLC-444e	VLC-444e		\$648.00
131	Alerton	VLC-550-E	VLC-550-E		\$605.25
132	Alerton	VLC-651R-E	VLC-651R-E		\$756.90
133	Alerton	VLC-660R-E	VLC-660R-E		\$756.90
134	Alerton	VLC-853-E	VLC-853-E		\$1,113.30
135	Alerton	VLCA-1688	VLCA-1689		\$1,890.00
136	Alerton	VIP-363-HOA	VIP-363-HOA		\$1,018.35
137	Alerton	VXIO-322-HOA	VXIO-322-HOA		\$576.90
138	Alerton	VXIO-965-HOA	VXIO-965-HOA		\$1,217.25
139	Alerton	VIP-363-VAV	VIP-363-VAV		\$801.90
140	Alerton	AZW-5000	AZW-5001		\$1,070.55
141	Alerton	FLG-MODBUS	FLG-MODBUS		2525..85
142	Alerton	MSTP-REP	MSTP-REP		\$1,051.65
143	Alerton	VAV-FILTER	VAV-FILTER		\$26.10
144	Alerton	VAV-FILTER-50	VAV-FILTER-51		\$918.45
145	Alerton	ACM010	ACM010		\$286.65
146	Alerton	ACM025	ACM025		\$715.50
147	Alerton	ACM032	ACM032		\$915.75
148	Alerton	ACM064	ACM064		\$1,831.50
149	Alerton	ACM128	ACM128		\$3,661.65
150	Alerton	ACM256	ACM256		\$7,324.20
151	Alerton	ACM384	ACM384		\$10,984.50
152	Alerton	ACM-MDBS-DR-RTU	ACM-MDBS-DR-RTU		\$1,998.00
153	Alerton	ACM-MDBS-DR-TCP	ACM-MDBS-DR-TCP		\$2,996.55
154	Alerton	ACM-DR-VLX	ACM-DR-VLX		\$4,155.30
155	Alerton	ACM-DR-FPCS	ACM-DR-FPCS		\$6,067.80
156	Alerton	ACM-DR-HOTEL	ACM-DR-HOTEL		\$8,951.40
157	Alerton	AL-DP-4	AL-DP-4		\$176.40
158	Alerton	AL-DP-32	AL-DP-32		\$1,077.75
159	Alerton	AL-DP-64	AL-DP-64		\$2,153.70
160	Alerton	AL-DP-128	AL-DP-128		\$4,308.30
161	Alerton	AL-DP-256	AL-DP-256		\$8,616.60
162	Alerton	COMPASS SOFTWARE	COMPASS SOFTWARE		No Bid
163	SKYFOUNDARY	SKYSPARK SOFTWARE	SKYSPARK SOFTWARE		No Bid
164	BELIMO	AMB-24	AMB-25		No Bid
165	BELIMO	AFB-24	AFB-25		\$88.31
166	BELIMO	B220	B220		\$28.23

167	BELIMO	B320	B320		\$144.00
168	SIEMENS	P1 BCM-FCPS	P1 BCM-FCPS		No Bid
169	Percentage discount off list to be provided by Supplier for additional HVAC Items, or related-items, not listed on the VB – HVAC Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Enter Percentage Discount Off Supplier’s List Cost.				20% Discount
170	<u>Should Supplier not provide percentage off discount</u> for additional HVAC Items, or related-items, not listed on the VB – HVAC Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Supplier shall then provide Percentage Markup Above Supplier’s Cost. Enter Percentage Markup Above Supplier cost here.				20% Markup
171	NOTE: Should Bidder not PERCENTAGE OFF DISCOUNT or PERCENTAGE MARK UP ABOVE VENDOR COST, that resulting value blanket would only be used to procure items listed on Pricing Form.				

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

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0979
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VB

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES CITYWIDE HVAC MASTER CONTROLS CONTRACT

Agenda Wording

The Facilities Department in conjunction with the Purchasing Department has completed the procurement process for a Citywide HVAC Master Controls Contract.

Summary (Background)

The contracts will provide a master contract (or value blanket contract) access to various departments for the standardized purchase of HVAC equipment and the installation and maintenance and servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components. Each contract will be formatted as a master contract, allowing various departments and facilities to budget and bill separately over the term of the contract.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 300,000.00

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

Dept Head	TEAL, JEFFREY
Division Director	MURRAY, MICHELLE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	09/11/2023
Council Sponsor	STRATTON
Distribution List	daver@atsinw.com
	dsteele@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department						
Contact Name	Dave Steele						
Contact Email & Phone	509-625-6064						
Council Sponsor(s)	CM Stratton						
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:						
Agenda Item Name	Citywide HVAC Master Controls Contracts						
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for a Citywide HVAC Master Controls Contracts. These contracts will provide master contract (or value blanket contract) access to various departments for the standardized purchase of HVAC equipment and the installation and maintenance / servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components.</p> <p>Each of these contracts is formatted as a master contract, allowing various departments and facilities to budget and bill separately over the term of the contract.</p>						
Proposed Council Action	Contract approval						
Fiscal Impact							
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Total Expense: Public Works Maintenance Contract</td> <td style="text-align: right;">\$300,000 annually</td> </tr> <tr> <td>Public Works Installation Contract</td> <td style="text-align: right;">\$300,000 annually</td> </tr> <tr> <td>Value Blanket Parts</td> <td style="text-align: right;">\$500,000 annually</td> </tr> </table>		Total Expense: Public Works Maintenance Contract	\$300,000 annually	Public Works Installation Contract	\$300,000 annually	Value Blanket Parts	\$500,000 annually
Total Expense: Public Works Maintenance Contract	\$300,000 annually						
Public Works Installation Contract	\$300,000 annually						
Value Blanket Parts	\$500,000 annually						
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 <input type="checkbox"/> N/A Specify funding source: Varies							
Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A							
Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.							
Operations Impacts (If N/A, please give a brief description as to why)							
What impacts would the proposal have on historically excluded communities?							
<p>This work will enhance the City of Spokane’s ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.</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?

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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 will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

Policy Number: AS2-Z91-470525-013
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any persons or organizations as required by a written contract or agreement entered into prior to an occurrence or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A.** There is no similar insurance available to that organization;
- B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1.** The 90th day after you acquire or form the organization; or
 - 2.** The end of the policy period,whichever is earlier; and
- C.** The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

- B. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.

- D. This coverage does not apply:
1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:
2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,
- prior to the effective date of the cancellation or non-renewal.
- B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Schedule

Premium

Liability
Physical Damage See Form
Total Premium AC84941117

XVII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL
Not Applicable						

**XX. Notice of Cancellation or Nonrenewal
Name and Address**
Per Schedule on File

Number of Days
30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
- c. Any premises for which coverage is excluded by endorsement.

3. Mortgagees, Assignees or Receivers: Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. Owners, Lessees or Contractors: Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. Architects, Engineers or Surveyors: Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In connection with your premises; or
- b. In the performance of your ongoing operations.

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs 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 failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an 'occurrence', that such person or organization be added as an additional insured to your policy.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an 'occurrence'.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



License Information:

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

Entity name: ATS INLAND NW LLC

Business name: ATS INLAND NW LLC

Entity type: Limited Liability Company

UBI #: 602-410-090

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9507 E SPRAGUE AVE
SPOKANE VALLEY WA 99206-3616

Mailing address: 450 SHATTUCK AVE S
RENTON WA 98057-2427

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Moses Lake General Business - Non-Resident	BUS2015-10232			Active	Jul-31-2024	Jul-13-2015
Spokane General Business - Non-Resident	T12032728BUS			Active	Jul-31-2024	Oct-15-2012
Spokane Valley General Business				Active	Jul-31-2024	May-23-2014

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

Governing people Title

Governing people

Title

ALLEN, BRIAN

KISSINGER, WILLIAM

Registered Trade Names

Registered trade names

Status

First issued

ATS INLAND NW LLC

Active

Jan-31-2017

The Business Lookup information is updated nightly. Search date and time: 9/13/2023 9:02:50 AM

Contact us


How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



		Bid Tabulation City of Spokane - Nelson Purchasing Center Phone 509 625 6527 PW ITB 5954-23 HVAC CONTROL SYSTEM INSTALL/REPLACE AND MAINTENANCE – As Needed - Public Works		ATS Inland NW		
PRICING - Install/Replace		As a cost comparison we will be using an annual estimated 3,000 hours at Contractor's standard hourly rate.				
The winning Contractor shall receive a 4-year contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted. Annual Spend is estimated at \$300,000. (4-year total contract amount \$1,200,000 plus applicable Tax)		Standard Hourly Rate		\$165.00	3000 hrs	\$495,000.00
		Standard Hourly Rate		\$165.00		
The City's goal is to provide Contractor Install/Replace items. Contractor shall Contractor's Percentage Discount or Mark-up for any Install/Replace Item, or related items, that the City is not able to provide.						
Contractor shall Contractor Percentage Discount off Contractor's list price to be provided by Contractor for additional HVAC Install/Replace Items, or related-items, that the City is not able to provide Contractor. Enter Contractor's Percentage Discount Off Contractor's list price here.		20%				
Should Contractor not provide percentage discount off Contractor's list cost for additional HVAC Install/Replace Items, or related-items, that the City is not able to provide Contractor, Contractor shall Contractor Percentage Mark-up Above Contractor's Cost for any Install/Replacement Item, or related items, that the City is not able to provide. Enter Contractor's Percentage Markup Above Contractor's Cost here.		20%				
PRICING - Maintenance		As a cost comparison we will be using Contractor's hourly rates to perform Scheduled Schedule Maintenance, and Unscheduled Non-Emergency and Emergency Services.				
The winning Contractor shall receive a 4-year unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for actual services performed and accepted. Annual Spend is estimated at \$300,000. (4-year total contract amount \$1,200,000 plus applicable tax)						
Evaluating – Scheduled Services For Scheduled Services it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's standard hourly rate.		\$165.00	100 hrs	\$16,500.00		
For Unscheduled Non-Emergency Services it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's standard hourly rate.		\$165.00	100 hrs	\$16,500.00		
For Unscheduled Emergency Services it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's emergency hourly rate.		\$247.50	100 hrs	\$24,750.00		
		Standard Hourly Rate		\$165.00		
		Emergency Hourly Rate		\$247.50		
The City's goal is to provide Contractor Maintenance items. Contractor shall Contractor's Percentage Discount or Mark-up for any Maintenance related parts or materials, that the City is not able to provide.						
Contractor shall enter Contractor Percentage Discount off Contractor's list pricing to be provided by the Contractor for Maintenance related parts or materials, that the City is not able to provide Contractor. Enter Contractor's Percentage Discount Off Contractor's list pricing here.		20%				
Should Contractor not provide percentage discount off Contractor's list pricing for Maintenance related parts and materials, that the City is not able to provide Contractor, Contractor shall Contractor Percentage Mark-up Above Contractor's Cost for any Maintenance related parts and materials, that the City is not able to provide Contractor. Enter Contractor's Percentage Markup Above Contractor's Cost here.		20%				



Agenda Sheet for City Council Meeting of:
09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0980
Renews #	

Submitting Dept	FACILITIES MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5900 FACILITIES CITYWIDE HVAC MASTER CONTROLS MAINTENANCE		

Agenda Wording

The Facilities Department in conjunction with Purchasing has completed the procurement process for a Citywide HVAC Master Controls Contracts. This contract will provide the master contract for maintenance service of HVAC controls.

Summary (Background)

This contract will provide various departments access to the standardized purchase of HVAC maintenance service. As a master contract, various departments and facilities, will be able to budget and bill separately under the contract.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ \$300,000.00 ANNUALLY
Select	\$
Select	\$
Select	\$

Budget Account

#	VARIOUS
#	
#	
#	

Approvals

Dept Head	TEAL, JEFFREY
Division Director	MURRAY, MICHELLE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	09/11/2023
Council Sponsor	Stratton

Distribution List

daver@atsinw.com

Additional Approvals

Purchasing	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department						
Contact Name	Dave Steele						
Contact Email & Phone	509-625-6064						
Council Sponsor(s)	CM Stratton						
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:						
Agenda Item Name	Citywide HVAC Master Controls Contracts						
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for a Citywide HVAC Master Controls Contracts. These contracts will provide master contract (or value blanket contract) access to various departments for the standardized purchase of HVAC equipment and the installation and maintenance / servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components.</p> <p>Each of these contracts is formatted as a master contract, allowing various departments and facilities to budget and bill separately over the term of the contract.</p>						
Proposed Council Action	Contract approval						
Fiscal Impact							
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Total Expense: Public Works Maintenance Contract</td> <td style="text-align: right;">\$300,000 annually</td> </tr> <tr> <td>Public Works Installation Contract</td> <td style="text-align: right;">\$300,000 annually</td> </tr> <tr> <td>Value Blanket Parts</td> <td style="text-align: right;">\$500,000 annually</td> </tr> </table>		Total Expense: Public Works Maintenance Contract	\$300,000 annually	Public Works Installation Contract	\$300,000 annually	Value Blanket Parts	\$500,000 annually
Total Expense: Public Works Maintenance Contract	\$300,000 annually						
Public Works Installation Contract	\$300,000 annually						
Value Blanket Parts	\$500,000 annually						
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 <input type="checkbox"/> N/A Specify funding source: Varies							
Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A							
Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.							
Operations Impacts (If N/A, please give a brief description as to why)							
What impacts would the proposal have on historically excluded communities?							
<p>This work will enhance the City of Spokane’s ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.</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?

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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 will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

Policy Number: AS2-Z91-470525-013
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any persons or organizations as required by a written contract or agreement entered into prior to an occurrence or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A.** There is no similar insurance available to that organization;
- B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1.** The 90th day after you acquire or form the organization; or
 - 2.** The end of the policy period,whichever is earlier; and
- C.** The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

- B. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.

- D. This coverage does not apply:
1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:
2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,prior to the effective date of the cancellation or non-renewal.
- B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Schedule

Premium

Liability
Physical Damage See Form
Total Premium AC84941117

XVII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL
Not Applicable						

**XX. Notice of Cancellation or Nonrenewal
Name and Address**
Per Schedule on File

Number of Days
30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
- c. Any premises for which coverage is excluded by endorsement.

3. Mortgagees, Assignees or Receivers: Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. Owners, Lessees or Contractors: Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. Architects, Engineers or Surveyors: Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In connection with your premises; or
- b. In the performance of your ongoing operations.

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs 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 failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization for whom you have agreed in a written contract or agreement, prior to an 'occurrence', that such person or organization be added as an additional insured to your policy.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an 'occurrence'.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:


We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

		Bid Tabulation City of Spokane - Nelson Purchasing Center Phone 509 625 6527 PW ITB 5954-23 HVAC CONTROL SYSTEM INSTALL/REPLACE AND MAINTENANCE – As Needed - Public Works		ATS Inland NW		
PRICING - Install/Replace		As a cost comparison we will be using an annual estimated 3,000 hours at Contractor's standard hourly rate.				
The winning Contractor shall receive a 4-year contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted. Annual Spend is estimated at \$300,000. (4-year total contract amount \$1,200,000 plus applicable Tax)		Standard Hourly Rate		\$165.00	3000 hrs	\$495,000.00
		Standard Hourly Rate		\$165.00		
The City's goal is to provide Contractor Install/Replace items. Contractor shall Contractor's Percentage Discount or Mark-up for any Install/Replace Item, or related items, that the City is not able to provide.						
Contractor shall Contractor Percentage Discount off Contractor's list price to be provided by Contractor for additional HVAC Install/Replace Items, or related-items, that the City is not able to provide Contractor. Enter Contractor's Percentage Discount Off Contractor's list price here.		20%				
Should Contractor not provide percentage discount off Contractor's list cost for additional HVAC Install/Replace Items, or related-items, that the City is not able to provide Contractor, Contractor shall Contractor Percentage Mark-up Above Contractor's Cost for any Install/Replacement Item, or related items, that the City is not able to provide. Enter Contractor's Percentage Markup Above Contractor's Cost here.		20%				
PRICING - Maintenance		As a cost comparison we will be using Contractor's hourly rates to perform Scheduled Schedule Maintenance, and Unscheduled Non-Emergency and Emergency Services.				
The winning Contractor shall receive a 4-year unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for actual services performed and accepted. Annual Spend is estimated at \$300,000. (4-year total contract amount \$1,200,000 plus applicable tax)						
Evaluating – Scheduled Services For Scheduled Services it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's standard hourly rate.		\$165.00	100 hrs	\$16,500.00		
For Unscheduled Non-Emergency Services it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's standard hourly rate.		\$165.00	100 hrs	\$16,500.00		
For Unscheduled Emergency Services it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's emergency hourly rate.		\$247.50	100 hrs	\$24,750.00		
		Standard Hourly Rate		\$165.00		
		Emergency Hourly Rate		\$247.50		
The City's goal is to provide Contractor Maintenance items. Contractor shall Contractor's Percentage Discount or Mark-up for any Maintenance related parts or materials, that the City is not able to provide.						
Contractor shall enter Contractor Percentage Discount off Contractor's list pricing to be provided by the Contractor for Maintenance related parts or materials, that the City is not able to provide Contractor. Enter Contractor's Percentage Discount Off Contractor's list pricing here.		20%				
Should Contractor not provide percentage discount off Contractor's list pricing for Maintenance related parts and materials, that the City is not able to provide Contractor, Contractor shall Contractor Percentage Mark-up Above Contractor's Cost for any Maintenance related parts and materials, that the City is not able to provide Contractor. Enter Contractor's Percentage Markup Above Contractor's Cost here.		20%				



License Information:

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

Entity name: ATS INLAND NW LLC

Business name: ATS INLAND NW LLC

Entity type: Limited Liability Company

UBI #: 602-410-090

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9507 E SPRAGUE AVE
SPOKANE VALLEY WA 99206-3616

Mailing address: 450 SHATTUCK AVE S
RENTON WA 98057-2427

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Moses Lake General Business - Non-Resident	BUS2015-10232			Active	Jul-31-2024	Jul-13-2015
Spokane General Business - Non-Resident	T12032728BUS			Active	Jul-31-2024	Oct-15-2012
Spokane Valley General Business				Active	Jul-31-2024	May-23-2014

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

Governing people	Title

Governing people

Title

ALLEN, BRIAN

KISSINGER, WILLIAM

Registered Trade Names

Registered trade names

Status

First issued

ATS INLAND NW LLC

Active

Jan-31-2017

The Business Lookup information is updated nightly. Search date and time: 9/13/2023 9:02:50 AM

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Agenda Sheet for City Council Meeting of:
09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0981
Renews #	

Submitting Dept	FACILITIES MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR25422
Agenda Item Name	5900 FACILITIES WASTEWATER OFFICE REMODEL & ELECTRICAL REBUILD		

Agenda Wording

The Facilities Department along with the Wastewater Department is working to complete an office space remodel of the main Wastewater Office at 909 E Sprague that will include a significant electrical upgrade to the current infrastructure.

Summary (Background)

This work will develop approximately 1,000 sq feet of mezzanine level office space allowing for multiple standard size employee workstations, printer and plotter space, and filing areas. This work will require adjustments to HVAC, fire suppression, electrical and data systems, in addition to the construction of a demising wall and finish work. The electrical infrastructure will receive significant upgrades and rework to provide for multiple charging stations, replacement of main service panel.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 865,080.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4310-43387-94350-56501-10193
#	
#	
#	

Approvals

Dept Head	TEAL, JEFFREY
Division Director	MURRAY, MICHELLE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	09/11/2023
Council Sponsor	Stratton

Distribution List

Additional Approvals

Purchasing	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department / Wastewater Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Wastewater Office Remodel & Electrical Infrastructure Rebuild
Summary (Background)	<p>The Facilities Department, in support of the Wastewater Department, is working to complete an office space remodel and significant electrical infrastructure upgrade and equipment replacement at the main Wastewater Office building located at 909 East Sprague.</p> <p>This work will develop approximately 1,000 of mezzanine level office space allowing for multiple standard size employee workstations, printer and plotter space, and filing areas. This will require adjustments to HVAC, fire suppression, electrical, and data systems, in addition to the construction of a demising wall and finish work.</p> <p>In conjunction with this work, the electrical infrastructure will receive significant upgrades and rework to provide for multiple light and medium duty vehicle charging stations, replacement of the main building service panel and switchgear, and subpanels throughout the building.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense: <u>\$865,080</u> inclusive of applicable tax	
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 <input type="checkbox"/> N/A	
Specify funding source: 4310-43387-94350-56501-10193	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
<p>This work will enhance the City of Spokane's ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements.</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?

This work will enhance the City of Spokane's ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements.

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

This work will enhance the City of Spokane's ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements.

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

This work focuses on providing sustainable utility services for the City of Spokane while providing critical electrical infrastructure upgrades necessary for the transition away from ICE vehicles and for the continued operations of the Sewer Department at this facility.



City of Spokane

PUBLIC WORKS CONTRACT

Title: **WASTEWATER BUILDING
OFFICE EXPANSION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **T.W. CLARK CONSTRUCTION, LLC**, whose address is 1117 North Evergreen Road, Suite 1, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **WASTEWATER BUILDING OFFICE EXPANSION**, selected via PW ITB 5931-23.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB (Exhibit B). These contract documents are on file in the Fleet Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on November 1, 2023, and ends on October 31, 2025, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHT HUNDRED SIXTY-FIVE THOUSAND EIGHTY AND NO/100 DOLLARS (\$865,080.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1

above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

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

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

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

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

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

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

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

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

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

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

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

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

15. EXECUTIVE ORDER 11246.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor from its obligations under this Contract.

T.W. CLARK CONSTRUCTION, 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 Contract:

Exhibit A - Certification Regarding Debarment

Exhibit B – Response to PW ITB 5931-23

Payment Bond

Performance Bond

23-167

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

EXHIBIT B

PAYMENT BOND

We, **T.W. CLARK CONSTRUCTION, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHT HUNDRED SIXTY-FIVE THOUSAND EIGHTY AND NO/100 DOLLARS (\$865,080.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WASTEWATER BUILDING OFFICE EXPANSION**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

T.W. CLARK CONSTRUCTION, LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

PERFORMANCE BOND

We, **T.W. CLARK CONSTRUCTION, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHT HUNDRED SIXTY-FIVE THOUSAND EIGHTY AND NO/100 DOLLARS (\$865,080.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **WASTEWATER BUILDING OFFICE EXPANSION**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

T.W. CLARK CONSTRUCTION, LLC
AS PRINCIPAL

By: _____
Title: _____

AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	OPR 2023-0983
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE 20345

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET SERVICES PURCHASE OF USED UNDERCOVER VEHICLE FOR SPD

Agenda Wording

Fleet Services would like to purchase a used undercover vehicle for the Police Department's Tactical Operations Team. The cost including tax and commissioning is not to exceed \$40,000.

Summary (Background)

Since Safe Streets is no longer a part of a Federal joint task force, The Spokane Police Department TACOPS Team is in need of a used undercover vehicle to aid in the completion of their mission.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 40000
Select	\$
Select	\$
Select	\$

Budget Account

#	1560-17200-94000-56404-68074
#	
#	
#	

Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	CODDINGTON, BRIAN

Council Notifications

Study Session\Other	Urban Experience 9/11/2023
Council Sponsor	CM Stratton
Distribution List	rgiddings@spokanecity.org
	tprince@spokanecity.org
	fleetservicesaccounting @spokanecity.org

Additional Approvals

Purchasing	

SPDCommittee Agenda Sheet Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	TACOPS Undercover Vehicle Purchase
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase a used undercover vehicle for the Police Department's Tactical Operations Team. The cost including tax and commissioning is not to exceed \$40,000.
Proposed Council Action	Approval 09/25/2023
Fiscal Impact	
Total Cost: <u>40,000</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: 2023 Police Budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data through our Fleet Information Management System to track vehicle lifecycle costs.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital Improvement Plan and Centralized Fleet Policy.	



Agenda Sheet for City Council Meeting of:

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	ORD C36442
Renews #	
Cross Ref #	OPR 2023-0975
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH THOMPSON 625-4146
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0560-COURTS-SBO FOR DOMESTIC VIOLENCE INTERVENTION TREATMENT

Agenda Wording

Spokane Municipal Court received a federal grant from the Department of Justice, Office of Justice Programs, Office for Victims of Crime for \$500,000. The grant period is 05/01/2023 to 04/30/2026. An SBO is needed to adopt the grant revenue/expense.

Summary (Background)

Spokane Municipal Court received notification of Congressionally Designated Spending Funds to support Domestic Violence Intervention Treatment (DVIT) through April 30, 2026. This funding allows Municipal Court the ability to refer without financial barrier those individuals determined would be best served by DVIT and provide ongoing treatment. Municipal Court sets out to serve an initial cohort of 250 individuals.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue	\$ 500,000
Expense	\$ 500,000
Select	\$
Select	\$

Budget Account

#	1360-91219-99999-33116-99999
#	1360-91219-12510-54101-99999
#	
#	

Approvals

Dept Head	DELANEY, HOWARD
Division Director	LOGAN, MARY
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Public Safety 8-28-2023
Council Sponsor	CP Kinnear & CM Wilkerson

Additional Approvals

Purchasing	jlargent@spokanecity.org
MANAGEMENT & BUDGET	kbustos@spokanecity.org
	budget@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Municipal Court
Contact Name & Phone	Sarah Thompson 625-4146
Contact Email	sthompson@spokanecity.org
Council Sponsor(s)	CP Kinnear & CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO for Congressionally Designated Spending Funds for Domestic Violence Intervention Treatment
Summary (Background)	<p>Spokane Municipal Court received notification on Congressionally Designated Spending Funds for 2023. The funds are pending award from the Office of Justice Programs-Office for Victims of Crime. The pending award is in the amount of \$500,000 to be allocated for treatment and no more than one position with no greater than \$100,000 to be allocated towards salary.</p> <p>The funding will also secure the ability to refer without financial barrier those individuals determined would be best served by Domestic Violence Intervention Treatment (DVIT) and provide ongoing treatment. Individuals will undergo an in-person clinical assessment by a counselor who is licensed or certified to make a DVIT recommendation. Pursuant to the assessment, the counselor who completes the assessment shall submit a report and recommendation to the court concerning the length and type of treatment required for the individual. Depending on the individual's treatment needs the court may order levels of care from Domestic Violence-Moral Reconciliation Therapy (DV-MRT) to Domestic Violence Intervention Treatment in Levels I, II, or III. The cost per individual treated will range from \$150-\$3,500 based on level of care and duration. Spokane Municipal Court sets out to serve an initial cohort of 250 individuals.</p> <p>An award letter has been received.</p>
Proposed Council Action & Date:	SBO approval September 18, 2023
Fiscal Impact: Total Cost: <u>\$500,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Congressionally Designated Spending Funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working	

toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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?

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary team and stakeholders.

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

Data points on all Community Justice Services Department (CJSD) programs are continually collected and analyzed to monitor the effectiveness of all CJSD functions and programs.

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 funding will provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts, making for a safer community.

ORDINANCE NO C36442

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 Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$500,000.
 - A) Of the increased revenue, \$500,000 is provided by congressional designation for domestic violence intervention treatment.
- 2) Increase appropriation by \$500,000.
 - A) Of the increased appropriation, \$500,000 is provided solely for professional services.

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 the congressionally designated award for DVIT, 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:
09/25/2023

Date Rec'd	9/14/2023
Clerk's File #	ORD C36443
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	RICK GIDDINGS 7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Emergency Ordinance
Agenda Item Name	0320 - EMERGENCY ORDINANCE AMENDING TYPE OF POLICE VEHICLE PURCHASES

Agenda Wording

An ordinance amending the specific type of police vehicles allowed to be procured and commissioned as sited in Ordinance No. C-36249 that was passed by the council on August 1, 2022 and declaring an emergency.

Summary (Background)

Ordinance C36249 transferred General Fund dollars for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36249, Section 1, Item 1.A.a and Section 2, Item 2.A.i from "Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models" to: "Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allow

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

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

Approvals

Dept Head BYRD, GIACOBBE

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 9/25 PIES

Council Sponsor CP Kinnear & CM Cathcart

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	CP Kinnear & CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Ordinance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ordinance C36249 transferred General Fund dollars for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36249, Section 1, Item 1.A.a and Section 2, Item 2.A.i from “Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models” to: “Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,” This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.
Proposed Council Action	Council Consideration on 9/25/23
Fiscal Impact	
Total Cost: <u>Neutral</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: ARPA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services gathers data on fuel economy and other lifecycle costs to determine vehicle viability.	
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 Centralized Fleet Policy and Capital Improvement Plan.	

ORDINANCE NO C36443

An ordinance amending the specific type of police vehicles allowed to be procured and commissioned as sited in Ordinance No. C-36249 that was passed by the council on August 1, 2022 and declaring an emergency.

WHEREAS, on August, 1 2022 the council passed Ordinance No. C-36249, which specified the specific type of police vehicles allowed to be procured and commissioned with General Fund dollars, and which ordinance in turn amended Ordinance No. C-36121, which was passed by the council on December 13, 2021 and was entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage"; and

WHEREAS, on February 6, 2023 the council passed Ordinance No. C-36353, which carried over budget authority for 2022 obligated budget items that were not completed by year-end, which included funding for the specific type of police vehicles included in Ordinance No. C-36249; and

WHEREAS, subsequent to the adoption of the Ordinance No. C-36249 and Ordinance No. C-36353, due to manufacturing constraints, many of the specific type of police vehicle orders, allowed to be procured and commissioned as sited in Ordinance No. C-36249, may not be fulfilled; 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 section 1, 1.A.a. of Ordinance No. C-36249, providing for changes in the budget of the General Fund, and the budget annexed thereto with reference to General Fund Unallocated Reserves, be amended as follows:

- a. ~~((Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models))~~
Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,

Section 2. That section 2, 2.A.i of Ordinance No. C-36249, providing for changes in the budget of the Police Property Acquisition Fund, and the budget annexed thereto with reference to the Police Acquisition Fund, be amended as follows:

- i. ~~((Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models))~~
Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,

Section 3. It is, therefore, by the City Council declared that an urgency and

emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase and commission fire and police vehicles, purchase and installation of electric charging infrastructure and procurement of a study, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

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

09/25/2023

Date Rec'd	9/5/2023
Clerk's File #	RES 2023-0080
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ZACK ZAPPONE X6718
Contact E-Mail	ZZAPPONE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - INDEPENDENT INVESTIGATION RESOLUTION

Agenda Wording

A Resolution calling for an independent investigation into the allegations made against former City Administrator Johnnie Perkins, as well as the process of review by City leadership and the alleged violations of City policy.

Summary (Background)

A Resolution calling for an independent investigation into the allegations made against former City Administrator Johnnie Perkins, as well as the process of review by City leadership and the alleged violations of City policy.

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

Expense	\$ 50,000	# tbd
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	BYRD, GIACOBBE
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Division Director	
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Finance	
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Legal	
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For the Mayor	
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Additional Approvals

Purchasing	

Council Notifications

Study Session\Other	PSCH 8/28/23
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Council Sponsor	Zappone & Wilkerson
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Distribution List

cwright@spokanecity.org

zzappone@spokanecity.org

jgunn@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Zappone, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Independent Investigation Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A Resolution calling for an independent investigation into the allegations made against former City Administrator Johnnie Perkins, as well as the process of review by City leadership and the alleged violations of City policy.
Proposed Council Action	Vote to approve September 11 th
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
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: <small>Click or tap here to enter text.</small>	
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? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION NO. 2023-0080

A Resolution calling for an independent investigation into the allegations made against former City Administrator Johnnie Perkins, as well as the process of review by City leadership and the alleged violations of City policy.

WHEREAS, on June 23, 2023, the Spokane City Council received an email from the City of Spokane Director of Communications and Marketing, Brian Coddington, stating that concerns had been raised by employees about then-city administrator Johnnie Perkins, and further stating that Mr. Perkins had been placed on administrative leave pending further review; and

WHEREAS, on June 30, 2023, the Spokane City Council received an email from mayor Nadine Woodward, in part stating at that time that the investigation into the conduct of Mr. Perkins remains “active and ongoing,” and further indicating, without commitment as to any particular course of action, a number of possible actions based on city policy and processes for human resources complaints; and

WHEREAS, on July 13, 2023, the Spokane City Council received an email from mayor Nadine Woodward, in part stating the “Human Resources was conducting an investigation, in consultation with outside legal counsel, that [investigation] is now closed” and further stating “[at] the time the investigation closed, there was evidence that the city administrator violated the city’s sexual harassment policy”; and

WHEREAS, in her July 13, 2023 email to the Spokane City Council, the mayor further stated “[the] behavior detailed in the report is unacceptable” and that she had accepted the city administrator’s resignation, effective immediately; and

WHEREAS, a document titled “Confidential Closed Investigation Summary Memo” dated July 14, 2023 (the “Memo”), purporting to be the written report relating to the investigation of Mr. Perkins, was first made publicly available in an article published by the Spokesman-Review newspaper on August 3, 2023, and said Memo was the first specific and detailed information provided to the public regarding the allegations raised against Mr. Perkins, the scope and nature of the subsequent investigation, and other information generated by the investigation into Mr. Perkins; and

WHEREAS, statements in the Memo raise a number of concerns about the administration’s response to the alleged conduct of Mr. Perkins prior to his resignation, including, but not limited to:

- The extent and degree to which the alleged conduct of Mr. Perkins violated city policies regarding treatment of employees,
- The extent to which the mayor was aware of the alleged conduct of Mr. Perkins, and the truthfulness of comments attributed to the mayor suggesting her

knowledge of, and response to, Mr. Perkins' alleged relationships with city employees,

- Whether the mayor, senior administrative staff, and staff in the City's Human Resources Department were aware of the alleged relationships between Mr. Perkins and city employees, and whether any of those persons with knowledge expressed approval or disapproval of the alleged relationships to Mr. Perkins,
- The extent to which Mr. Perkins sought advice from the City's Legal Department regarding potential or actual relationships with City employees, and whether he heeded said advice and accurately communicated that advice to the mayor and others in the administration, as well as other matters and questions naturally arising from inquiry into the foregoing issues; and

WHEREAS, Mr. Perkins has publicly denied many of the allegations in the Memo; and

WHEREAS, due to the seriousness of the allegations regarding Mr. Perkins, the potential that more violations occurred than are publicly known, the potential that the investigation was mishandled by City leadership, the incompleteness of the investigation by Human Resources department, and the known public response by Mr. Perkins, it is essential that an independent investigator be retained by the City to conduct a complete and thorough investigation into the alleged conduct of Mr. Perkins, as well as the response to that alleged conduct by senior members of the administration and the actual investigation of the alleged conduct; and

WHEREAS, the City of Spokane has an established practice of enlisting the help of independent investigators to review allegations against City leadership; and

WHEREAS, examples of prior use of independent investigators include use of an investigator to review the previous allegations of racial discrimination against Mr. Perkins by former Neighborhood, Housing and Human Services Director Cupid Alexander, and the retention of an independent investigator to review allegations against former Chief of Police Frank Straub; and

WHEREAS, under Section 24 of the Spokane City Charter, the mayor has the duty to see that all laws and ordinances are faithfully enforced, and that law and order are maintained in the City, and the power to make investigation into the affairs of the City; and

WHEREAS, under Section 33 of the Spokane City Charter, the mayor, at any time, may employ other or special counsel to take charge of special matters or to assist the city attorney.

NOW, THEREFORE, BE IT RESOLVED that for the need for transparency, the Spokane City Council requests an independent investigator be retained to (a) conduct a complete and thorough investigation into the alleged conduct of Mr. Perkins, including alleged approval and disapproval of the alleged conduct (b) review of the administration's response to an investigation of the alleged conduct by Mr. Perkins, (c) identify possible violations of state and local law as well as city policy by city employees , and (d) make recommendations for changes to human resources policy or procedures based on said investigation; and

BE IT FURTHER RESOLVED, the City Council requests the mayor:

a) No later than October 3, 2023, direct the Department of Human Resources to engage an independent, outside investigator to review the matters discussed herein; or

b) No later than October 3, 2023, engage special counsel to assist the City Attorney in the investigation requested under this Resolution.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

09/25/2023

Date Rec'd	9/14/2023
Clerk's File #	RES 2023-0081
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ZACK ZAPPONE 6718
Contact E-Mail	ZZAPPONE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - RESOLUTION DENOUNCING MAYOR WOODWARD

Agenda Wording

A Resolution formally denouncing Mayor Nadine Woodward for her actions that associated her with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht.

Summary (Background)

A Resolution formally denouncing Mayor Nadine Woodward for her actions that associated her with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	BYRD, GIACOBBE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	9/11/2023 UE
Council Sponsor	CM Zappone & CM Wilkerson

Distribution List

zzappone@spokanecity.org
gbyrd@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Zappone Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	A Resolution Censuring Mayor Woodward
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A Resolution formally censuring Mayor Nadine Woodward following her public appearance with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht.
Proposed Council Action	Vote to approve on September 25, 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?	
The action to censure Mayor Woodward following her public appearance with accused domestic terrorist, Matt Shea, and known anti-LGBTQ public figure, Sean Feucht, is an action to show all members of Spokane (and specifically members of the LGBTQ community) that the Spokane City Council does not tolerate hate or discrimination of any kind.	
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?

This proposal is directly in alignment with the recently passed motto, "In Spokane, We All Belong"

RESOLUTION NO. 2023-0081

A Resolution formally denouncing Mayor Nadine Woodward for her actions that associated her with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht.

WHEREAS, Matt Shea represented the 4th legislative district in the Washington House of Representatives from 2009 to 2021; and

WHEREAS, an independent investigation commissioned by the Washington State House of Representatives found that “Representative Shea, as a leader in the Patriot Movement, planned, engaged in and promoted a total of three armed conflicts of political violence against the United States Government in three states outside the state of Washington over a three-year period;” and

WHEREAS, this independent investigation found that Shea “has also used fear to intimidate those who directly oppose him politically...” and Shea and the Patriot Movement “... rely on radicalization of individuals to the point they are willing to take up arms against the United States to carry out their objectives;” and

WHEREAS, Matt Shea has distributed a manifesto titled “Biblical Basis for War” which in part states, “If they do not yield – kill all males;” and

WHEREAS, on August 20, 2023, Mayor Nadine Woodward was at a public event accepting the support of Matt Shea; and

WHEREAS, video images of the public event show that minutes before calling Mayor Nadine Woodward on stage, Matt Shea listed the problems he believes the country is facing, specifically naming homosexual marriage and transgender issues; and

WHEREAS, while thousands of people had to evacuate their homes over the same weekend due to the numerous wildfires in our region, and while our brave first responders worked tirelessly to fight the wildfires, video images of the public event also show Mr. Feucht called for a “fire that would consume Spokane;” and

WHEREAS, video images of the public event show that, following her appearance on stage with Shea and Feucht, Mayor Woodward embraced Shea; and

WHEREAS, many members of the Spokane community have raised concerns about this public appearance and the implications of Mayor Woodward accepting support from Matt Shea; and

WHEREAS, members of the Spokane community have called on elected officials to take responsibility and lead by example and to uphold the values of respect, inclusivity, and compassion; and

WHEREAS, the people of Spokane deserve leadership that upholds the highest standards of integrity, empathy, and respect for all, regardless of their background or beliefs; and

WHEREAS, on August 24, 2023, the Spokane City Council received a letter from a collective of Spokane faith leaders in which they called on the Spokane City Council to hold fast to the separation of church and state, reject attempts to cloak bigotry in religious language, and make clear that civic leaders give no support to the ideology of Christian Nationalism or white supremacy; and

WHEREAS, the Spokane City Council does not condone the hateful and dangerous behavior and beliefs espoused by Matt Shea and Sean Feucht, nor does it condone Mayor Woodward's public appearance with him; and

WHEREAS, on February 8, 2016, the Spokane City Council passed resolution 2016-0014, which expressed the Council's desire to sign the International Charter for Compassionate Communities; and

WHEREAS, Mayor David Condon signed this charter on February 22, 2016; and

WHEREAS, choosing to uphold the principles of compassion is central to a community's ability to create a caring and inclusive culture and climate; and

WHEREAS, on July 10, 2023, the Spokane City Council passed ordinance C36403, which adopted as the motto of the City the phrase "In Spokane We All Belong;" and

WHEREAS, Mayor Woodward's public appearance at the event has received negative, national attention in *Rolling Stone* and *The Washington Post*; and

NOW, THEREFORE, BE IT RESOLVED the Spokane City Council formally denounces Mayor Nadine Woodward for her actions that associated her with an alleged domestic terrorist, former Representative Matt Shea, who has participated in the planning of taking arms up against the United States of America, and denounces her preplanned attendance that associates her with known anti-LGBTQ extremist, Sean Feucht, and hateful rhetoric; and

BE IT ALSO RESOLVED, that the Spokane City Council maintains its collective pledge to accept and serve all citizens of our community, regardless of race, religion, color, and sexual identity; and will never accept ideologies that promote fear, hatred, violence, and bigotry; and

BE IT ALSO RESOLVED, consistent with its official motto, it is the aspiration of the City of Spokane to enhance the quality of life and to promote sense of belonging for every single citizen, and that City of Spokane will continue to help make Spokane a better place – where people feel safe, seen, and heard.

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:

09/25/2023

Date Rec'd	9/6/2023
Clerk's File #	RES 2023-0082
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL MEMBER X6257 CATHCART
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - INDEPENDENT INSPECTOR GENERAL RESOLUTION

Agenda Wording

A RESOLUTION calling for the establishment of a Joint Task Force to develop and implement a Spokane Independent Inspector General.

Summary (Background)

The City of Spokane has an obligation to protect taxpayer resources and funds. It is imperative that that City of Spokane is continually working to be good stewards of those resources by establishing an independent position with the authority to investigate waste, fraud, and abuse, and further authorized to ensure financial accountability through audits and to provide transparent oversight across the City of Spokane.

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

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

Approvals

Dept Head BYRD, GIACOBBE

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 07/17/23 Finance

Council Sponsor CM Cathcart & CP Kinnear

Distribution List

mcathcart@spokanecity.org

gbyrd@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Independent Inspector General Resolution
Summary (Background)	<p>This Resolution calls for the establishment of a Joint Task Force to develop and implement a Spokane Independent Inspector General to maintain public trust, ensure accountability, and foster and promote accountability and integrity in government.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
Proposed Council Action	
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input 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)	
What impacts would the proposal have on historically excluded communities?	<p>An Inspector General, when genuinely independent and vested with suitable authority, can hold government officials accountable for efficient, cost- effective government operations and prevent, detect, identify, expose and eliminate fraud, waste, corruption, illegal acts and abuse.</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>This information will be created when the position is established.</p>
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	<p>Data collection practices will be identified during establishment of the position.</p>

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

The City of Spokane has an obligation to protect taxpayer resources and funds. It is imperative that that City of Spokane is continually working to be good stewards of those resources by establishing an independent position with the authority to investigate waste, fraud, and abuse, and further authorized to ensure financial accountability through audits and to provide transparent oversight across the City of Spokane.

RESOLUTION 2023-0082

A RESOLUTION calling for the establishment of a Joint Task Force to develop and implement a Spokane Independent Inspector General.

WHEREAS, accountability is key to maintaining public trust in our democracy, and to ensure accountability, inspectors general at all levels of government are entrusted with fostering and promoting accountability and integrity in government; and

WHEREAS, inspectors general, when genuinely independent and vested with suitable authority, can hold government officials accountable for efficient, cost- effective government operations and prevent, detect, identify, expose and eliminate fraud, waste, corruption, illegal acts and abuse; and

WHEREAS, the City of Spokane is dedicated to the principles of accountability, transparency, integrity, and responsible stewardship of public resources; and

WHEREAS, creation of an Inspector General program for the City of Spokane is a fundamental and essential mechanism to investigate allegations of waste, fraud, and abuse within the operations of the City of Spokane , and further serves to enforce financial accountability and enhance public confidence in our municipal government; and

WHEREAS, any Inspector General in the government of the City of Spokane must be genuinely independent from the City Council, the Mayor, and other city departments to ensure unbiased, objective, and effective oversight of municipal operations; and

WHEREAS, the creation of an Inspector General position and program for the City of Spokane requires a comprehensive public engagement process, collaboration with diverse stakeholders, and drafting of potential changes to city laws, the Spokane City Charter, all guided by a joint City Council and Administration task force; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the City Council endorses the concept of an Inspector General position, to be established as an independent office, separate and autonomous from the City Council, the Mayor, and other city departments, with the authority to investigate waste, fraud, and abuse, and further authorized to ensure financial accountability through audits and to provide transparent oversight across the City; and

BE IT FURTHER RESOLVED by the City Council that it acknowledges the creation of an Inspector General position and program requires an extensive public engagement process, encompassing a wide range of stakeholders, as well as the potential need for changes to the Spokane Municipal Code, amendments to the Spokane City Charter, and other related considerations:
and

BE IT FURTHER RESOLVED, the City Council of the City of Spokane calls for the establishment of a Joint Task Force, comprising members of the Spokane City Council, City Administration, the City Attorney and his designees, representatives from various collective bargaining groups, and other impacted stakeholders or those with expertise as deemed necessary, who will be tasked with conducting extensive public engagement and gathering input from experts in the field, while developing and overseeing the establishment of the Inspector General position, ensuring its independence, and guiding the effort to completion; and

BE IT FURTHER RESOLVED by the City Council of the City of Spokane that the Joint Task Force should be established no later than January 1, 2024, and shall endeavor to complete its work and have prepared for the Mayor, the City Council, and the citizens of Spokane written recommendations for establishing an Inspector General for the City of Spokane, including, as may be necessary, any proposition for changes to the Spokane City Charter to be submitted to the voters of the City of Spokane at either the August or November 2024 election.

ADOPTED BY CITY COUNCIL on _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	RES 2023-0083
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	GIACOBBE BYRD X6715
Contact E-Mail	GBYRD@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - RESOLUTION UPDATING 2023 COUNCIL BOARDS AND COMMISSIONS APPOINTMENTS

Agenda Wording

A Resolution amending the appointments of Council Members to boards and commissions.

Summary (Background)

On August 28, Council Member Ryan Oelrich was appointed to the District 2, Position 1 Council Member seat vacated by Lori Kinnear when she was appointed Council President on July 17, 2023. This resolution amends the assignment of City Council members to the various boards, commissions, and committees to provide Council Member Oelrich with assignments.

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

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

Approvals

Dept Head	BYRD, GIACOBBE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	9/18 Finance Committee
Council Sponsor	CP Kinnear & CM Oelrich
Distribution List	
	gbyrd@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Lori Kinnear
Contact Email & Phone	lkinnear@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Boards and Commissions Updates RES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On August 28, Council Member Ryan Oelrich was appointed to the District 2, Position 1 Council Member seat vacated by Lori Kinnear when she was appointed Council President on July 17, 2023.</p> <p>Council Member Oelrich will serve in the position until the current election for the District 2, Position 1 Council Member Seat is certified.</p> <p>The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.</p> <p>This resolution amends the assignment of City Council members to the various boards, commissions, and committees to provide Council Member Oelrich with assignments.</p>
Proposed Council Action	09/25/2023
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: 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? 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?

This resolution complies with City Council Rules.

RESOLUTION NO. 2023-0083

A Resolution amending the appointments of Council Members to boards and commissions.

WHEREAS, the City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

WHEREAS, the City Council by this resolution intends to amend the assignment of City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts Attachment ‘A’ to this resolution as the assignment of Council members to the various boards, commissions and committees for 2023.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2024 appointments via resolution except for the Airport Board, on which the Council Member appointed shall serve the remainder of Lori Kinnear’s 3-year term, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees for 2023.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee/Board	2023	2023 Totals (inc. committee chairs/vice)	
Council President Pro-Tem	Michael Cathcart	Bingle	10
Standing Council Committees		Cathcart (incl. pro tem)	15
Urban Experience	Chair: Stratton; Vice: Zappone	Kinnear	13
Finance & Administration	Chair: Wilkerson; Vice: Cathcart	Stratton	10
Public Infrastructure, Environment & Sustainability	Chair: Kinnear; Vice: Bingle	Wilkerson	12
Public Safety & Community Health	Chair: Cathcart; Vice: Kinnear	Zappone	12
Boards and Commissions		Oelrich	6
911 Integrated Response Committee	N/A		
Aging and Long Term Care	Stratton		
Airport Board	Kinnear		
Association of Washington Cities Board	Wilkerson, Zappone		
Budget	Wilkerson, Cathcart, Zappone		
BROADLINC Governing Board	Cathcart		
Community Assembly	Rotates		
Community Health and Human Services	Stratton, Wilkerson		
C.O.P.S. Liaison	N/A		
Council Staff Lead/Liaison - Equity Subcommittee	Wilkerson		
Council Staff Lead/Liaison - Housing Action Subcommittee	Cathcart		
Council Staff Lead/Liaison - Sustainability Action Subcommittee	Kinnear		
Council Office Strategic Planning Working Group	Kinnear , Zappone, Cathcart, <u>Wilkerson</u>		
Docketing	N/A		
Downtown Spokane BID Board (Liaison Member)	Bingle		
Downtown Spokane Partnership (Liaison Member)	Cathcart		
Fire Pension (must include Finance Chair)	Cathcart, Wilkerson		
Growth Management Act Steering Committee of Elected Officials	Cathcart, Kinnear, Stratton		
GMA SCEO Subcommittee	Kinnear		
Human Rights Commission	Stratton		
Investment Committee	<u>Wilkerson</u>		
Legislative Team	Zappone, Bingle, Wilkerson		
Library Board	Zappone <u>Oelrich</u>		
Lodging Tax Advisory Committee (PFD)	Zappone <u>Oelrich</u>		
Lodging Tax Advisory Committee (1.3%)	Zappone <u>Oelrich</u>		
Mayor's Economic Advisory Committee	Rotates		
MFTE Review & Update Committee	N/A		
Neighborhood Council Working Group	Cathcart, Zappone, Kinnear		
Park Board	Bingle		
Park Board Exec Committee	Bingle		
Parking Advisory Committee	Kinnear , Stratton, <u>Oelrich</u>		
Partnership Policy (Schools, Parks, Libraries)	Bingle, Zappone		
Plan Commission	Zappone <u>Oelrich</u>		
Plan Commission - Transportation Sub.	Bingle		
Priority Spokane	Stratton		
Police Advisory Committee	Cathcart		
Police Pension	Cathcart, Kinnear		
Recovery Plan Workgroup	Wilkerson, Zappone, Bingle		
Salmon Restoration Lead Entity Community Advisors	Stratton		
Spokane Arts	Stratton		
Spokane Employees Retirement Board	Bingle		
Spokane Regional Solid Waste Liaison Board	Bingle		
Spokane Regional Transportation Council	Wilkerson, Zappone		
Spokane Transit Authority (all members are alternates)	Kinnear, Stratton, Wilkerson, Zappone		
Strategic Planning Committee	Kinnear, Stratton, Cathcart <u>N/A</u>		
TPA Commission/Hotel Motel Commission	Zappone		
Traffic Calming/PhotoRed	Cathcart, Zappone, Kinnear		
University District PDA	Kinnear		
University District Development Association	Kinnear (or her proxy)		
Visit Spokane	Zappone <u>Oelrich</u>		
West Plains PDA/S3R3	Kinnear		
The Yard PDA	Cathcart		



Agenda Sheet for City Council Meeting of:

09/18/2023

Date Rec'd	9/5/2023
Clerk's File #	ORD C35425
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 - NEW FIRST READING ORDINANCE ON AMENDED ROSS CT STREET VACATION

Agenda Wording

New First Reading Ordinance on Amended Ross Ct Street Vacation

Summary (Background)

In 2016 the Riverview Retirement Community applied to vacate portions of Ross Ct. and City Council granted that vacation subject to conditions. (Ordinance C35425). Those conditions have finally been met and staff wishes to send the ordinance back to City Council for a new 1st and final reading of the ordinance. Ordinance C35425 has been modified in order to change the limits of the vacation to accommodate a public turn-around in the right-of-way.

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

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

Approvals

Dept Head	PALMQUIST, TAMI
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	RICHMAN, JAMES
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES Committee 7/24/23
Council Sponsor	CMs Bingle & Cathcart
Distribution List	
	tpalmquist@spokanecity.org
	ebrown@spokanecity.org
	edjohnson@spokanecity.org
	sbishop@spokanecity.org
	kkuchlenz@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Developer Services
Contact Name	Eldon Brown
Contact Email & Phone	dbrown@spokanecity.org 509-625-6305
Council Sponsor(s)	Jonathan Bingle, Michael Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Right-of-way Vacation of Ross Ct.
Summary (Background)	Back in 2016 the Riverview Retirement Community applied to vacate portions of Ross Ct. and City Council granted that vacation subject to conditions. (Ordinance C35425). Those conditions have finally been met and staff wishes to send the ordinance back to City Council for a new 1 st and final reading of the ordinance.
*use the Fiscal Impact box below for relevant financial information	
Proposed Council Action	
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
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? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? NA	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35425

An ordinance vacating a portion of Ross Court,

WHEREAS, a petition for the vacation of a portion of Ross Court, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right-of-way located in the SE ¼ of Section 09, Township 25 North, Range 43 East, Willamette Meridian, and further described below, is hereby vacated. Parcel number not assigned.

That portion of North Ross Court Described below

~~((lying north of Lots 1 through 5, WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County, extended northerly to the South line of the plat of WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION, as recorded in Book 3 of Plats, Page 63, records of Spokane County, EXCEPT Parcel "A" further described below;~~

Parcel "A"

~~A parcel of land being a portion of Southwest Quarter of Section 9, Township 25 North, Range 43 East, Willamette Meridian, County of Spokane, State of Washington, more particularly described as follows:~~

~~COMMENCING AT the southeast corner of HOLE'S SUBDIVISION OF BLOCK 13, ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, said point being on the Northerly right of way of Upriver Drive and being common with the Southwest corner of WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County;~~

~~Thence North 47°47'23" East along the Northerly right of way of Upriver Drive, a distance of 23.93 feet to the TRUE POINT OF BEGINNING;~~

~~Thence continuing along said Northerly right of way North 47°47'23" East a distance of 64.01 feet;~~

~~Thence North 43°01'21" West a distance of 334.23 feet;~~

~~Thence along a tangent curve to the left with a radius of 302.00 feet, through a central angle of 62°53'44" (the long chord of which bears North 74°28'13" West a distance of 315.12 feet), for an arc length of 331.52 feet;~~

~~Thence South 74°04'55" West a distance of 512.89 feet;~~

~~Thence along a tangent curve to the left with a radius of 232.00 feet, through a central angle of 40°28'19" (the long chord of which bears South 53°50'46" West a distance of 160.49 feet), for an arc length of 163.88 feet to a point on the Northwesterly right of way of that right of way as dedicated by Resolution recorded in Auditor's file number 6037563;~~

~~Thence along said Northwesterly right of way South 33°36'36" West a distance of 9.71 feet;~~

~~Thence South 56°23'24" East a distance of 64.00 feet;~~

~~Thence North 33°36'36" East a distance of 9.71 feet;~~

~~Thence along a tangent curve to the right with a radius of 168.00 feet, through a central angle of 40°28'19" (the long chord of which bears North 53°50'46" East a distance of 116.22 feet), for an arc length of 118.67 feet;~~

~~Thence North 74°04'55" East a distance of 512.89 feet;~~

~~Thence along a tangent curve to the right with a radius of 238.00 feet, through a central angle of 62°53'44" (the long chord of which bears South 74°28'13" East a distance of 248.34 feet), for an arc length of 261.26 feet;~~

~~Thence North 33°36'36" East a distance of 6.34 feet;~~

~~Thence along a tangent curve to the right with a radius of 127.00 feet, through a central angle of 40°28'19" (the chord of which bears North 53°50'46" East for a distance of 87.86 feet), an arc length of 89.71 feet;~~

~~Thence North 74°04'55" East a distance of 574.93 feet;~~

~~Thence along a tangent curve to the right with a radius of 187.00 feet, through a central angle of 40°07'09" (the chord of which bears South 85°51'30" East for a distance of 128.28 feet), an arc length of 130.94 feet;~~

~~Thence along a compound curve to the right with a radius of 238.00 feet, through a central angle of 22°46'35" (the chord of which bears South 54°24'38" East for a distance of 93.99 feet), an arc length of 94.61 feet;~~

~~Thence South 43°01'21" East a distance of 333.32 feet to the TRUE POINT OF BEGINNING.~~

~~CONTAINING: approximately 90415.84 square feet or 2.076 acres of land, more or less.)~~

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12, WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION ACCORDING TO PLAT RECORDED IN BOOK 3 OF PLATS, PAGE 63, THENCE ALONG THE SOUTH LINE OF SAID LOT 12, S 55'59'48" W, 37.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF LOTS 8 THROUGH 12, S 55'59'48" W, 194.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH CENTER STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, S 34'19'12" E, 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 5, WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK ACCORDING TO PLAT RECORDED IN BOOK E OF PLATS, PAGE 88; THENCE ALONG THE NORTH LINE OF 1 THROUGH 5 OF SAID PLAT OF WALKER'S SUBDIVISION, N 55'59'48" E, 194.35 FEET; THENCE N 34'01'12" W, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

**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 #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	SOLID WASTE COLLECTION
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
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
Division Director	FEIST, MARLENE	Council Sponsor	CP Kinnear & CM Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	caveryt@spokanecity.org	
For the Mayor	JONES, GARRETT	rschoonover@spokanecity.org	
Additional Approvals		rhughes@spokanecity.org	
Purchasing		eschoedel@spokanecity.org	
		rhulvey@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)	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

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

09/25/2023

Date Rec'd	9/13/2023
Clerk's File #	ORD C36444
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT X6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - REGULATION OF MASSAGE AND REFLEXOLOGY BUSINESSES ORDINANCE

Agenda Wording

AN ORDINANCE relating to the regulation of massage and reflexology businesses, and establishing a process for the denial or revocation of business licenses due to illegal activity; adopting a new Chapter 10.78, amending Chapter 8.01 by adding a new s

Summary (Background)

Recognizing the value of legitimate massage and reflexology businesses in Spokane, there are also some that hold themselves out to be legitimate, but employ unlicensed persons and facilitate the commission of various criminal acts, including human trafficking and prostitution. The City Council wants to protect the reputation of legitimate and licensed business and practitioners, as well as public health, safety and welfare.

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	9/11/2023 UE
Division Director		Council Sponsor	CP Kinnear & CM Stratton
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor		tschwering@spokanepolice.org	
Additional Approvals		mmuramatsu@spokanecity.org	
Purchasing		lbeattie@spokanecity.org	

Committee Agenda Sheet

Select Committee Name

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	CP Lori Kinnear, CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Establishing a Massage Parlor Ordinance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This ordinance addresses a hole in the City’s regulatory scheme that is a potential loophole for human trafficking and prostitution. It prevents unlicensed and nefarious businesses from moving into the City of Spokane and provides a limited right of inspection that can aid in enforcement. This establishes that persons in Spokane who hold themselves out as massage therapists or reflexologists have actually met the state’s educational, training and professional certification standards, and that they were subject to screening and background checks before entering into the business where they are seeing clients. Without a local mechanism to check on the licensing status of these individuals, there is no way to ensure the safety of the public from non-licensed persons claiming to be practitioners. Similarly, without authorizing reasonable checks of practitioner licensing, there is no way to know whether these so-called practitioners are not actually individuals being exploited or trafficked under the guise of a massage or reflexology business.</p> <p>This ordinance leverages the tool of the Spokane business license. Unless business are law-abiding and conform to state and local regulations designed for quality assurance and to protect public safety, Spokane may deny them the right to operate their business in the city limits.</p>
Proposed Council Action	
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input 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)	
What impacts would the proposal have on historically excluded communities? No known impacts.	

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? Citation and licensing information is collected and data will be gleaned from that information.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Citation and licensing information is collected and data will be gleaned from that information.

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 of Spokane has an obligation to protect the public health, safety and welfare of its citizens. This ordinance furthers the state's interest in professional licensing for public health providers. This ordinance is intended to ensure that those practicing in these two designated areas regulated by the Department of Health are actually operating within that statutory framework.

ORDINANCE NO. C36444

AN ORDINANCE relating to the regulation of massage and reflexology businesses, and establishing a process for the denial or revocation of business licenses due to illegal activity; adopting a new Chapter 10.78, amending Chapter 8.01 by adding a new section 8.01.320, and amending section 4.04.050 of the Spokane Municipal Code.

WHEREAS, licensed massage practitioners and reflexologists play an important role in the health and wellbeing of our community; and

WHEREAS, while massage therapists and reflexologists must obtain a state license to practice, Washington State engages in little regulation of massage parlors themselves; and

WHEREAS, in Spokane, as in most other Washington jurisdictions, massage parlors have opened to provide massage and reflexology by non-licensed practitioners; and

WHEREAS, there is no way to ensure that the practitioners providing these services comply with the health and safety requirements of state law; and

WHEREAS, these businesses are, on occasion, engaged in criminal activity such as prostitution; and

WHEREAS, the Spokane Police Department has investigated some of the unlicensed businesses, and has established probable cause to file criminal charges; and

WHEREAS, these investigations are very time consuming and resource intensive, and there have been circumstances in which businesses employing non-licensed massage and reflexology practitioners have been charged with a criminal offense only to later reopen, providing the same services under a different name; and

WHEREAS, these illegitimate operations threaten the reputation of licensed massage practitioners and threaten the public health, safety and welfare; and

WHEREAS, requiring all massage and reflexology providers to be licensed as required by state law, and requiring all practitioners and business owners to be responsible for proper state licensing will reduce the incidence of criminal activity, protect the reputation of properly licensed providers protect the public health, safety and welfare;

NOW, THEREFORE, the city council of the City of Spokane does hereby ordain as follows:

Section 1. A new Chapter 10.78 is hereby adopted as follows:

Chapter 10.78 Massage and Reflexology Businesses

- SMC 10.78.010 Purpose
- SMC 10.78.020 Definitions.
- SMC 10.78.030 References to Revised Code of Washington.
- SMC 10.78.030 Owner, director, manager - Proof.
- SMC 10.78.040 Exemptions - Limitations - Name or structure of business.
- SMC 10.78.050 Inspections.
- SMC 10.78.060 Massage practitioner or reflexologist-License or certificate required - Violation.
- SMC 10.78.070 Massage practitioner or reflexologist - Owner, director, manager, or other person in charge to ensure valid license or certificate - Violation.
- SMC 10.78.080 Display of massage practitioner or reflexologist license or certificate required - Violation.
- SMC 10.78.090 Receipt of massage or reflexology services from unlicensed massage practitioner or reflexologist - Unlawful.
- SMC 10.78.100 Minors practicing massage or reflexology - Responsibility of owner, director, manager or other person in charge - Receipt of massage or reflexology services from minor unlawful.
- SMC 10.78.110 Unlawful to advertise the practice of massage or practice of reflexology except in accordance with RCW 18.108.040.
- SMC 10.78.120 Violations - Penalty.

SMC 10.78.010 Purpose.

The Spokane City Council recognizes the health and wellness benefits of massage and reflexology, and that massage and reflexology businesses in the city of Spokane serve a legitimate and beneficial purpose in the community. The Council also recognizes that there are some businesses that hold themselves out as massage or reflexology businesses, but employ unlicensed persons to provide massage and uncertified persons to provide reflexology who fail to follow state health and licensing requirements, and do not have the proper training required to obtain a state license or certification. In addition, these businesses that employ unlicensed or uncertified persons to provide massage and reflexology can be used to facilitate the commission of various criminal acts, including but not limited to human trafficking and prostitution. These businesses that permit unlicensed or uncertified persons to perform massage and reflexology or permit the commission of unlawful acts threaten the business and reputation of legitimate and licensed businesses and practitioners, and present a threat to the public health, safety, and welfare. This chapter is intended to inhibit the ability of an individual or businesses to engage in the practice of providing unlicensed massage and reflexology, and support the legitimate provision of these services by licensed massage practitioners and reflexologists.

SMC 10.78.020 Definitions.

For purposes of this chapter, the terms and phrases below shall have the following meanings:

- A. "Advertise" includes, but is not limited to, signs located at a massage business or reflexology business; signs located in places other than at a massage business or reflexology business; advertisements on vehicles; advertisements in paper media such as newspapers, magazines, fliers, cards or business cards; or advertisements in electronic media such as internet websites, social media, electronic classified advertisements, cell phone applications, and television or radio advertisements.
- B. "Certified reflexologist," "massage business," "massage," "massage practitioner," "massage therapy," "reflexology," and "reflexology business" shall have the meanings set forth in RCW 18.108.010.
- C. "License," "certificate" and "certification" mean a license, certificate or certification issued pursuant to chapter 18.108 RCW.
- D. "Conspicuously display" shall mean the display of licenses and certificates in a manner that can be viewed and read by a person immediately upon entry into the initial common area of a massage business or reflexology business without having to request to see the license or certification.
- E. "Reflexologist" means a person who practices reflexology.
- F. "Represent himself or herself as a massage practitioner" shall have the same meaning as set forth in RCW 18.108.030(1)(b).
- G. "Represent himself or herself as a reflexologist" shall have the same meaning as set forth in RCW 18.108.030(2)(b).

SMC 10.78.030. References to Revised Code of Washington.

References in this chapter to chapter 18.108 RCW or a specific section of chapter 18.108 RCW shall include the chapter and sections as currently enacted and as amended or recodified in the future.

SMC 10.78.040 Owner, Director, Manager - Proof.

- A. For purposes of this chapter, whether a person is an owner, director, manager, or other person in charge of a massage business or reflexology business may be established from evidence such as, but not limited to:
1. The person holds himself or herself out as an owner, director, manager, or some other like title evidencing control over business decisions;
 2. The person is responsible for the general business decisions of the business;
 3. The person is considered by those who provide massage or reflexology services as an owner, director, manager, or other person in charge;
 4. The person is in control or partial control of when, how, or how much those who provide massage or reflexology services work or are paid, or whether those who provide massage or reflexology services are employees or contractors retained to provide services on behalf of the business;
 5. The person is listed as a registered agent of the business;
 6. The person is listed as a "governing people" by the Washington State Business Licensing Service;
 7. The person is an applicant or is listed as an owner on a city or state business license or license application;
 8. The person receives income from the business that is dependent on revenue generated by another person providing massage or reflexology services on behalf of or at the business;
 9. The person has signed a lease or rental agreement for property at which the business is operated or is responsible for lease or rent payments;
 10. The person has signed for a loan on behalf of the massage or reflexology business;
 11. The person is financially responsible for the massage business or reflexology business utilities or services such as water, electricity, garbage, sewer, telephone, internet, cable television, security, cleaning, maintenance or accounting;
 12. The person pays taxes on behalf of the business; or

13. The person is responsible for ensuring the business is properly supplied with resources necessary to carry out the work of the business or maintain the business.

B. The presence of any of the circumstances described in subsection A shall be sufficient to establish that a person is the owner, director, manager, or other person in charge of a massage business or reflexology business. The circumstances described in subsection A are not exclusive and other evidence may demonstrate a person is an owner, director, manager, or other person in charge of a massage business or reflexology business.

SMC 10.78.050 Exemptions - Limitations - Name or Structure of Business.

A. This chapter shall not apply to the following:

1. Activities set forth in RCW 18.108.050 when performed as provided in that statute; or
2. Massage or reflexology that is not provided in exchange for a fee, property or other consideration.

B. The exemptions set forth in subsection A shall not apply to any person who practices or represents himself or herself as a massage practitioner or who practices reflexology or represents himself or herself as a reflexologist and who advertises for the massage or reflexology services, to any business that advertises for massage or reflexology services, or to any person who provides massage or reflexology services at a business that advertises for such services.

C. The exemptions set forth in subsection A shall not apply to any person who obtains massage or reflexology services from a person who advertises for the massage or reflexology service, from a business that advertises for massage or reflexology services, or from any person who provides massage or reflexology services at a business that advertises for such services.

D. The fact that a person or business that provides massage or reflexology services describes or advertises such services by a name other than massage or reflexology shall not exempt that person or business from this chapter.

E. In the event the services provided fall within the definition of massage or reflexology, the manner in which a business is incorporated or structured shall be of no consequence in determining if a business provides massage or reflexology services.

- F. A club or cooperative arrangement in which a person pays a fee to become a member of the club or cooperative and, as a result of such membership, he or she obtains massage or reflexology services, shall be considered a massage business or reflexology business.

SMC 10.78.060 Inspections.

- A. Law enforcement personnel shall have the authority to inspect the premises of any massage business or reflexology business in order to ensure:
 - 1. Compliance with the requirement that licenses and certifications are conspicuously displayed and valid;
 - 2. That those providing massage or reflexology services are validly licensed and of proper age.
 - 3. That there is a record of all persons providing massage or reflexology services on the premises as required in SMC 10.78.080.
- B. Inspections shall be limited to times when the massage or reflexology business is open.
- C. Inspections shall be limited to the common areas of the massage or reflexology business. Absent consent, a warrant, or other lawful basis, this section shall not authorize entry or inspection of rooms in which massage or reflexology is provided and which are separated from the common area of the massage business or reflexology business.
- D. This section shall not be interpreted as limiting the use by law enforcement of any lawful investigatory techniques.

SMC 10.78.070 Massage practitioner or reflexologist – License or certificate required - Violation.

- A. It shall be unlawful for any person to practice massage, or represent himself or herself as a massage practitioner in the city of Spokane, without a valid and current massage practitioner's license.
- B. It shall be unlawful for any person to practice reflexology, or represent himself or herself as a reflexologist in the city of Spokane, without a valid and current massage practitioner's license or certificate in reflexology.

- C. An unissued license or certificate, or an expired, revoked, or suspended license or certificate, shall not be considered a valid license or certificate.

SMC 10.78.080 Massage practitioner or reflexologist - Owner, director, manager, or other person in charge to ensure valid license or certificate - Violation.

- A. It shall be the responsibility of any owner, director, manager, or other person in charge of a massage business or reflexology business in the city of Spokane to ensure that each person who practices massage, or represents himself or herself as a massage practitioner, is validly and currently licensed, and to ensure that each person who practices reflexology or represents himself or herself as a reflexologist is validly and currently licensed as a massage practitioner or certified as a reflexologist.
- B. It shall be unlawful for any owner, director, manager, or other person in charge of a massage business to facilitate or, with knowledge or criminal negligence, permit a person who does not have a valid and current massage practitioner's license to practice massage or represent himself or herself as a massage practitioner.
- C. It shall be unlawful for any owner, director, manager, or other person in charge of a reflexology business to facilitate or, with knowledge or criminal negligence, permit a person who does not have a valid and current reflexology license to practice reflexology or represent himself or herself as a reflexologist.
- D. Any person who has not been issued a license or certificate by the Washington Department of Health, or whose license or certificate is expired, revoked, or suspended, shall not be considered validly licensed or certified to practice massage or reflexology.
- E. For the purposes of this section, the failure of the owner, director, manager, or other person in charge of a massage business or reflexology business to confirm the validity of a massage license or reflexology certificate through the Washington Department of Health shall constitute criminal negligence.
- F. It shall be the responsibility of any owner, director, manager, or other person in charge of a massage business or reflexology business in the city of Spokane to maintain a record of every person providing massage or reflexology services on the premises, which list shall be maintained for all such persons for at least three (3) years, and which shall contain the name, address, telephone number, state

credential number, and National Provider Identifier (NPI) (if any) of each such person, and the date(s) on which the person began and concluded such services.

SMC 10.78.090 Display of Massage Practitioner or Reflexologist License or Certificate Required - Violation.

- A. At any massage business or reflexology business, a copy of the valid and current license of each person who practices massage or represents himself or herself as a massage practitioner at or on behalf of the massage business or reflexology business, and the valid and current massage practitioner's license or reflexology certificate of each person who practices reflexology or represents himself or herself as a reflexologist at or on behalf of the massage business or reflexology business, shall be conspicuously displayed and shall be made available to persons receiving massage or reflexology services or to law enforcement for inspection upon request.
- B. It shall be unlawful for any owner, director, manager, or other person in charge of a massage business or reflexology business to fail to conspicuously display the valid and current massage practitioner's license of each person who practices massage or represents himself or herself as a massage practitioner at or on behalf of the massage business or reflexology business.
- C. It shall be unlawful for any owner, director, manager, or other person in charge of a massage business or reflexology business to fail to conspicuously display the valid and current massage practitioner's license or certificate to practice reflexology of each person who practices reflexology or represents himself or herself as a reflexologist at or on behalf of the massage business or reflexology business.
- D. Each person who practices massage or represents himself or herself as a massage practitioner, and each person who practices reflexology or represents himself or herself as a reflexologist, shall have his or her valid and current license or certificate at each location in which he or she practices massage or represents himself or herself as a massage practitioner, and at each location in which he or she practices reflexology or represents himself or herself as a reflexologist, and the valid and current license or certificate shall be provided to the person receiving the massage or reflexology service or to law enforcement for inspection upon request.
- E. It shall be unlawful for any person who practices massage or represents himself or herself as a massage practitioner, to fail to have his or her valid and current massage practitioner's license at each location in which massage services are

provided, or display his or her valid and current license to the person receiving the massage service or to law enforcement for inspection when requested.

- F. It shall be unlawful for each person who practices reflexology or represents himself or herself as a reflexologist to fail to have his or her valid and current massage practitioner's license or reflexology certificate at each location in which reflexology services are provided, or display his or her valid and current license or certificate to the person receiving the reflexology service or to law enforcement for inspection when requested.
- G. It shall be unlawful for any person to present or conspicuously display an expired, altered, fake or fraudulently obtained license, certificate or certification. It shall be unlawful for an owner, director, manager or other person in charge of a massage business or reflexology business to facilitate or permit another to present or conspicuously display an expired, altered, fake or fraudulently obtained license, certificate or certification.

SMC 10.78.100 Receipt of Massage or Reflexology Services from Unlicensed Massage Practitioner or Reflexologist - Unlawful.

- A. It shall be unlawful for any person to receive massage services from another whom the recipient knows, or reasonably should know, is not validly or currently licensed to provide massage services. It shall be unlawful for any person to receive reflexology services from another whom the recipient knows, or reasonably should know, is not validly or currently licensed as a massage practitioner or certified to provide reflexology services.
- B. It shall be an affirmative defense to a violation of this section that the person receiving the massage or reflexology services inquired of the license or certification status of the person providing the services and was provided a document purporting to be a valid and current license of the massage practitioner or valid and current certificate of the reflexologist.

SMC 10.78.110 Minors Practicing Massage or Reflexology - Responsibility of Owner, Director, Manager or Other Person in Charge - Receipt of Massage or Reflexology Services from Minor Unlawful.

- A. It shall be the responsibility of the owner, director, manager, or other person in charge of a massage business or reflexology business to verify that each person who provides massage or reflexology services has attained the age of 18. It shall be unlawful for any owner, director, manager, or other person in charge of a

massage business or reflexology business to permit or facilitate the provision of massage or reflexology services by a person who has not reached the age of 18.

- B. It shall be unlawful for any person to receive massage or reflexology services from another whom the recipient knows, or reasonably should know, has not reached the age of 18. It shall be an affirmative defense to a violation of this section that the person receiving the massage or reflexology services inquired of the age of the person providing the services and was provided a document purporting to be a valid and current license of the massage practitioner or valid and current certificate of the reflexologist.

SMC 10.78.120 Unlawful to Advertise the Practice of Massage or Practice of Reflexology Except in Accordance with RCW 18.108.040.

It shall be unlawful to advertise the practice of massage or practice of reflexology except in accordance with RCW 18.108.040.

SMC 10.78.130 Violations - Penalty.

- A. The first violation of any provision of this chapter shall constitute a misdemeanor.
- B. Each subsequent violation of this chapter, whether alleged in the same prosecution as the first violation or in subsequent prosecutions, shall constitute a gross misdemeanor:

Section 2. Chapter 8.01 of the Spokane City Code, entitled "Business Registrations," is hereby amended by adding a new section 8.01.320 entitled "Denial or Revocation of Business License – Illegal Activity."

SMC 8.01.320 Denial or Revocation of Business License – Illegal Activity.

- A. No person convicted of an offense under Chapter 9A.88 RCW or a comparable law of another state, and no person convicted of an offense under Chapter 9A.60 RCW or a comparable law of another state, when such violation of Chapter 9A.60 RCW or comparable law of another state is related to the operation of a massage business or reflexology business, shall be authorized or entitled to obtain or retain a City of Spokane business license for a massage business or reflexology business.

- B. The issuance of a business license for a massage business or reflexology business to a person previously convicted of an offense described in subsection A shall be null and void.
- C. In the event a person who has obtained a City of Spokane business license for a massage business or reflexology business is thereafter convicted of an offense described in subsection A, such business license shall be deemed invalid and subject to revocation pursuant to Chapter 4.04 SMC.
- D. For a two-year period following conviction, a business license application for the operation of a massage business or reflexology business may be denied to any licensee convicted of an offense under Chapter 10.78 SMC.
- E. A business license for the operation of a massage business or reflexology business may be revoked as it relates to any licensee convicted of an offense under Chapter 10.78 SMC.
- F. For the purposes of this section, the terms "massage," "massage business," "reflexology," and "reflexology business" shall have the meanings set forth in RCW 18.108.010 as now enacted or hereafter amended or recodified.

Section 3. Section 4.04.050 of the Spokane Municipal Code is amended to read as follows:

SMC 04.04.050 Refusal to issue, revocation of, or refusal to renew business license

- A. The license officer endeavors to issue or determine not to issue a license within fifteen days of application.
- B. The license officer has the power and authority to refuse to issue, revoke or refuse to renew any business license issued under the provisions of this chapter. The license officer shall notify such applicant or licensee of the refusal to issue, revocation of, or refusal to renew, in the same manner as orders to comply are served under SMC 4.04.080, and include on the notice what grounds such a decision was based. The license officer may refuse to issue, may revoke or may refuse to renew any license issued under this chapter on one or more of the following grounds:
 - 1. The applicant or licensee has not made good tender of the license fee.
 - 2. The applicant or licensee has not furnished sufficient and accurate information.

3. The applicant or licensee is not otherwise eligible.
4. The applicant or licensee has failed to comply with any provisions of this chapter.
5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in chapter 10.08A RCW.
6. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48 or 49.52 RCW, and the judgment was not satisfied within 30 days of the later of either:
 - a. the expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order, or
 - b. if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48 or 49.52 RCW.
7. Within the last ten years the applicant or licensee is a person subject to a final and binding citation and notice of assessment from the Washington State Department of Labor and Industries for violations of chapters 49.46, 49.48 or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.
8. The applicant has violated the City's earned sick and safe leave ordinance, chapter 09.01 SMC, 5 times within the past 10 years.
9. The applicant or licensee has been convicted of an offense under Chapter 9A.88 RCW or a comparable law of another state, Chapter 9A.60 RCW or a comparable law of another state, or Chapter 10.78 SMC.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 5. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
09/25/2023

Date Rec'd	9/5/2023
Clerk's File #	RES 2023-0079
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	OPR 2023-0982
Contact Name/Phone	AMANDA BECK X6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - WELLESLEY PROPERTY TRANSFER RESOLUTION		

Agenda Wording

Resolution approving transfer of real property at 3011 E Wellesley to the Northeast Public Development Authority

Summary (Background)

Resolution 2016-0037 established the Public Development Authority Asset Transfer Policy, outlining the evaluation process for requests of asset transfers from the public development authorities. The Northeast Public Development Authority has submitted a request for the City to transfer property located at 3011 E Wellesley Avenue to the NEPDA in furtherance of the organization's mission to revitalize the portion of Hillyard that overlaps with their geographic boundaries.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	RICHMAN, JAMES
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	UE 7/10/23
Council Sponsor	CMs Bingle & Cathcart

Additional Approvals

Purchasing	tblack@spokanecity.org
	abeck@spokanecity.org
	rbenzie@spokanecity.org
	korlob@spokanecity.org
	klouden@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Following the regulations in Chapter 12.10, Disposition of Surplus Real Property, the Real Estate Review Committee and the Mayor recommended approval of the request.

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

RESOLUTION 2023-0079

A RESOLUTION AUTHORIZING A TRANSFER OF REAL PROPERTY TO THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY.

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to improve governmental efficiency and services or to improve the general living conditions in the City, and is further authorized to transfer real property to such public development authorities, with or without consideration; and

WHEREAS, pursuant to the foregoing authority, the City Council adopted Resolution 2016-0037 establishing a policy regarding the transfer of assets to the public development authorities created by the City; and

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A ("Property") and the Purchase and Sale Agreement attached hereto as Exhibit B; and

WHEREAS, the City of Spokane finds that the Property is not needed for a public use of the City of Spokane and is hereby declared to be surplus; and

WHEREAS, the City desires to transfer the Property to the Northeast Public Development Authority (NEPDA); and

WHEREAS, on or about September 5, 2023, the City caused notice of the proposed transfer of the Property to the NEPDA to be published in the Spokesman Review and disseminated a news release pertaining to the hearing among printed and electronic media in the City of Spokane;

NOW, THEREFORE it is hereby resolved by the Spokane City Council that the Property is hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City and the Mayor or her designee is authorized to execute the attached Purchase and Sale Agreement providing for the sale of the Property to the NEPDA.

ADOPTED by the Spokane City Council this _____ day of _____, 20_____.

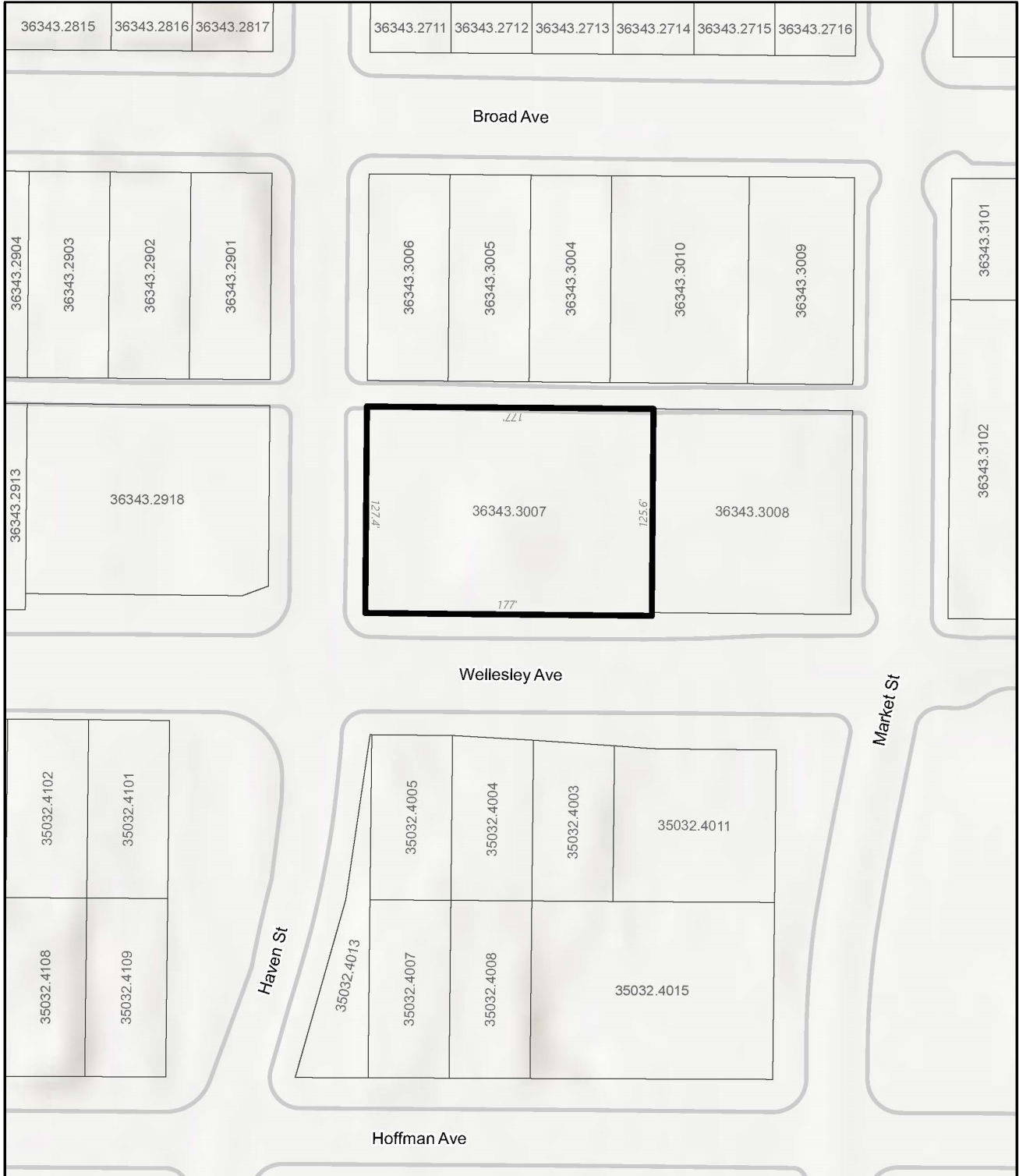
City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A - Property Map

Parcel 36343.3007 3011 E Wellesley Ave SW Sec 34, T26N, R43E



CITY OF SPOKANE Legal Description: HILLYARD ALL L7TO9; W27 FT L10 B23

0 50 100 200 Feet

Subject Parcel
 Other Parcels
 Curb Line
 Railroad

August 2023

Path: H:\Planning\Programs.Long_Range\GIS Mapping Program\23-025PDAS Property Map\23-025PDAS Property Map.aprx Prepared by: Kevin Freibott, Department of Planning & Economic Development

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Planning Services, Community and Economic Development
Contact Name	Steven MacDonald
Contact Email & Phone	smacdonald@spokanecity.org , 625-6835
Council Sponsor(s)	Council Members Cathcart and Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	NEPDA Request for Property Transfer of 3011 E Wellesley Ave
Summary (Background)	<p>To encourage cooperative partnerships that address the economic expansion of the city and region, the City Council passed Resolution 2016-0037, Public Development Authority Asset Transfer Policy, establishing administrative policy and evaluation of requests from the public development authorities for asset transfers that further their organizational goals and economic development missions.</p> <p>The Northeast Public Development Authority (PDA) has submitted a request for the city to transfer the property located at 3011 E Wellesley Avenue to the NEPDA in furtherance of the organization’s mission to revitalize the portion of Hillyard that overlaps with their geographic boundaries.</p> <p>Located at the intersection of Market Street and Wellesley Avenue, 3011 E Wellesley Ave is an approximately 22,570 square foot site that formerly had the Alhambra Courts apartment building. In November 2017, the 12,300 square foot building suffered extensive fire damage and was subsequently condemned as uninhabitable. To ensure public safety, the Code Enforcement department erected a fence around the site and then eventually had the building demolished, incurring \$418,232 in fees which were placed as a lien on the property.</p> <p>Spokane County attempted twice to auction the property but were unsuccessful. In 2022, the County foreclosed on the property and the City took possession of the site. The assessed value (2022) by the Spokane County Assessor is \$157,350. The site has been vacant and blighted for several years, nor is the current site the highest and best use of the property, which is zoned Centers and Corridors, District Corridor (CC2-DC).</p> <p>Transferring the 3011 E Wellesley Ave site to the NEPDA for \$1, through a development agreement, the City would receive a distribution of property sale proceeds covering the original \$418,232 lien amount once the property had been redeveloped and the NEPDA had recovered costs of redeveloping the site.</p> <p>This asset transfer request follows the practices and policies outlined in Res. 2016-0037 and Admin Policy 2016-0024 In the attached letter of request, the Executive Director Jesse Bank has provided a pro forma that outlines a mixed-use redevelopment with 30 affordable</p>

	<p>housing units (80-115% AMI), and the ground floor of the building reserved for commercial uses, a business incubator, and future office space for the PDA. An appraisal and return on investment analysis completed by independent firm CBRE estimates the site and improvements would be appraised at \$6.5 million when the project is complete.</p> <p>The transfer accomplishes several strategic goals: support of economic development organizations; incentivizing the revitalization and utilization of historic and older commercial districts; supporting mixed-use development that brings employment, commercial, and residential activities together; removing blight and increasing tax revenues; and building more affordable housing.</p>
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Proposed Council Action	Approve Resolution transferring property from City to NEPDA
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Fiscal Impact

Total Cost: [Click or tap here to enter text.](#)

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring N/A

Specify funding source: [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

Other budget impacts:
 Due to code violations and blight mitigation completed by Code Enforcement, the City has accrued \$418,232.18 in fencing and demolition costs for this property. By transferring the property to the Northeast PDA, the City will be foregoing the current lien amount for a period of time. Transferring the property is a likely route for the city to both recoup the lien amount, but also increase the tax revenue generated from a currently vacant property. The NEPDA has proposed that a development agreement would ensure the City would receive the full lien amount when the property is sold.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

All of the existing Northeast PDA is within the New Market Tax Credit area, which overlaps with the City's Spokane Targeted Investment Area, directing the City's economic development efforts in the most economically distressed Census tracts within Spokane. Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The proposal is for a mixed-use building that would include 30 affordable housing units, and commercial space for businesses, which would also bring jobs to this area.

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?

It would be difficult to directly link redevelopment of the site to specific demographics, but successful redevelopment of the property would remove blight and undesirable activities in this area of Hillyard,

making the block safer with more eyes on the street. Additionally, increased tax revenue and property values could be beneficial for surrounding property owners.

A positive outcome of redevelopment spurred by the NEPDA would show a decrease in poverty rates and unemployment rates, and an increase in median income and census tract populations as redevelopment had an overall positive impact on the area. Success would ultimately have the census tracts overlapping with the NEPDA being taken out of the federal NMTC program.

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

Data will be collected through periodic demographics collections for the NMTC census tracts, submittals for building permits, and business licenses registered within the NEPDA's boundary. Similarly, as the NEPDA was created to oversee redevelopment within the Hillyard area effectiveness of the PDA's mission will be the revitalization of the area- increased property values, increasing quality of existing housing stock, construction of new affordable housing, and new businesses opening. Redevelopment of a currently vacant site will be the first and easiest metric of effectiveness of the property transfer.

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?

- ED 1.2 Support of Economic Development Organizations;
- ED 2.1 Land Supply;
- ED 2.2 Revitalization Opportunities;
- ED 2.4 Mixed Use;
- The following strategies from the Bemiss, Hillyard and Whitman Neighborhood Plan
 - Objective 2.1: Improve Maintenance, Upkeep, New Improvements and Values of Residences;
 - Objective 2.2: To improve maintenance, upkeep, new improvements and to increase Values of commercial structures in the GHNEPA area
 - Objective 5.1: To promote, develop, and recruit retail businesses in the GHNEPA area;
 - Objective 5.2: To promote, develop, and recruit Commercial/Services businesses in the GHNEPA area (Professional, Residential, Business to Business, etc.); and
 - Action 6.4.1.1. To encourage innovative, Transit-Oriented Development.



NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

Steven MacDonald
Director, Community and Economic Development
City of Spokane
808 W Spokane Falls Blvd., Third Floor
Spokane, WA 99201

June 28, 2023

Dear Director MacDonald,

The Northeast Public Development Authority (NEPDA) is pleased to present this request for the transfer of fee-simple ownership of the parcel at 3011 East Wellesley Ave. (subject site) from the City of Spokane (City) to the NEPDA, pursuant to Council Resolution 2016-0037 – PDA Asset Transfer Policy.

The NEPDA's core strategy for this asset transfer request revolves around value creation. In 2017, the City spent a large sum of money demolishing damaged structures and remediating asbestos-containing materials following a fire that rendered the property unsafe to occupy. It has no clear path to recover those funds. Following tax foreclosure, Spokane County attempted to sell the property via two separate open-market auctions in December 2022, and were unable to do so. The asking price for those auctions was over four times the property's assessed value, so the no-sales were unsurprising. While significant tax penalties contributed to that valuation, the City's existing lien of \$418,232 still represents over two and a half times assessed value, which makes it highly unlikely that the City could be made whole by simply selling the asset.

The only way for the City to recover their incurred costs is through value creation.

The NEPDA proposes to achieve this by pursuing redevelopment of the subject site. This will create a revenue stream that will bolster the PDA's operating revenue in the short term, and at sale the City will receive a preferred distribution of their lien amount, thereby making them whole in the long term. The project will provide sorely-needed affordable housing units as well as significant additional benefits to the surrounding community – in line with the NEPDA's mission and the City's Comprehensive Plan – which are described in more detail on the following pages.

This solution is a win for the City, a win for the NEPDA, and a win for the Hillyard community. The NEPDA looks forward to a robust and productive discussion on this approach.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Bank', is written over a horizontal line.

Jesse Bank
Executive Director
Northeast Public Development Authority



Project Plan

Upon successful completion of this asset transfer request, the NEPDA will begin negotiations with the City on a Development Agreement stipulating the City's preferred return of the lien amount at sale, among other terms. The NEPDA will also perform an in-depth analysis of development scenarios to determine whether it is most advantageous to self-develop or to seek a JV partnership. This will depend on a variety of factors, but regardless the scenario chosen, the NEPDA expects to begin design work on this project as soon as is practicable.

The project, as currently envisioned, will consist of an approximately 25,000 square foot, mixed-use building, containing 30 affordable residential units – per the City's affordability criteria for those making between 80-115% AMI – and a limited amount of ground-level commercial area to be used as a neighborhood business incubator and NEPDA office space. Site improvements will consist of alley-accessed parking at the rear of the building – making use of permitted parking reductions in the CC2-DC zone – as well as landscaping, lighting, and public art befitting of an urban building at a key intersection. Commercial space will be oriented along E. Wellesley Ave., making use of the high-frequency transit stop immediately adjacent.

The building is expected to cost approximately \$5.1m and take 12-14 months to construct. The NEPDA intends to explore alternative construction techniques in an effort to keep costs down, thereby lowering the rental rates required to achieve feasibility. The asset can be expected to generate approximately \$400,000 in net operating income, resulting in a valuation of \$6.5m at stabilization. During the operating period, the property will be managed by a third party. Any distributable proceeds during this period will flow to the NEPDA and its partners, if any.

When market conditions warrant and at the sole discretion of the NEPDA and its partners, if any, the asset will be listed for sale. At sale, per the Development Agreement, the City will receive a preferred position in the equity distribution waterfall, pari-passu with the NEPDA's development partners and in front of the NEPDA, until the City is made whole on their original lien amount. Any remaining distributable proceeds beyond that threshold will flow to the NEPDA and any partners to fund ongoing operations.

The NEPDA has retained the Spokane office of global commercial real estate experts CBRE to provide third-party verification of the viability and financial performance of this project. A summary of their report is included as an appendix to this request.



Project Benefits:

In addition to the direct financial benefits of this proposal, there are a broad set of larger impacts completing this project could bring about.

For the City:

- **Additions to Affordable Housing Supply in District Center:** Spokane’s housing shortfall needs no introduction as significant policy work is underway in an effort to bolster supply. The subject site lies within a District Center and on a high-frequency transit line, making it an ideal target site for multifamily development per Comprehensive Plan elements LU 1.4 and LU 4.6, among others. In addition, the subject site is in a location where ample services exist, so accommodating population and business growth in this location should be prioritized per Comprehensive Plan elements ED 2.2 and H 1.4. As currently modeled, this project meets City affordability targets for residents earning between 80-115% of AMI and does so without the use of the Multifamily Tax Exemption.
- **Increased Tax Revenues:** Successful completion of this project will increase the value of the subject site enormously, which will result in increased tax revenues – both a one-time construction sales tax, and ongoing property, utility, and leasehold taxes. New development also has the effect of increasing property values in the project’s immediate vicinity, further fueling incremental revenue growth. This effect is especially marked when the adjacent sites are vacant or underutilized, as is the case with the subject site. Despite the Special Revenue District that funds the NEPDA retaining 75% of that incremental increase, the City still collects 25% of that revenue into the general fund – only a small portion of which is used to fund PDA administrative functions. Following the sunset of the Special Revenue District in 2040, the entirety of the incremental revenues will flow to the City.
- **Removal of Blight:** The City has made it a priority to revitalize the greater Hillyard area, as evidenced by the creation of the NEPDA and the inclusion of Hillyard into the City’s Targeted Investment Area. One of the City’s stated goals for the NEPDA is for it to eliminate blight by facilitating the redevelopment of vacant and underutilized sites. This project directly addresses that goal.

For the NEPDA:

- **Increased Operating Revenue:** The NEPDA has struggled with inadequate funding for many years and has been stuck in a self-reinforcing loop whereby there hasn’t been enough growth to fund the PDA’s investments, and without the PDA’s investments growth remains slow. While this situation has meaningfully improved in the last year, and won’t be solved with a single investment, the proceeds from the various revenue streams the project creates have the potential to significantly “bend the curve” of the PDA’s finances. These cash flows into the PDA will markedly accelerate its ability to make more significant investments elsewhere in the district, further fueling economic growth and tax revenue.
- **Catalytic Impact:** The subject site lies at a critical juncture within the NEPDA district – the intersection between the Market St. corridor to the north and a future Wellesley Ave. corridor to the east. It will also be highly visible from the North Spokane Corridor and its Wellesley Ave. interchange. Given that level of visibility, a targeted investment in one location can have outsized



impact across the district. It can act as a billboard for Hillyard, showing people that investments are being made here, people are moving here, businesses are growing here, and that the area has a bright future.

- **Leverage Department of Ecology Funding:** In 2019, the NEPDA was the recipient of a \$200,000 Integrated Planning Grant (IPG) centered around the subject site. The purpose of this grant was twofold – to perform site assessments that characterize and plan for mitigation of any legacy contamination present, and to conduct area-wide planning around the impacts a catalytic project on this site could have on the district more broadly. The NEPDA has been successful in executing on the second half of that purpose by combining IPG planning dollars with several other funding sources into a large-scale sub-area planning effort – the first in the area for nearly 15 years. Completion of the project as contemplated here will allow the NEPDA to benefit from the environmental investigations already performed, thereby executing on the first.

For the Hillyard Community:

- **New Housing Options:** Displacement and housing instability due to the enormous increase in housing values are rampant throughout the city, but there are few places where they are more pronounced than in Hillyard. At the same time housing supply in the district has remained stagnant, forcing those displaced to look to other areas in the city – or to leave the area entirely. Hillyard is a proud, tight-knit community and those who want to remain but are unable to find stable housing should be able to do so. This project will not only add new supply at an affordable price point, but it will add smaller, more efficient units that increase the variety of unit types in the district, offering residents a broader range of housing types to choose from.
- **Business Incubation Opportunity:** Building in a small amount of commercial space into the project, as contemplated in the project plan, allows for local businesses to test their concepts in a bricks-and-mortar setting. Having the NEPDA as part of the property ownership team ensures local businesses get priority access to the space and favorable lease terms. They can also be connected with resources and support that wouldn't ordinarily be available in a traditional commercial setting. Every entrepreneur has strengths and weaknesses and having the NEPDA as a partner – and landlord – can ensure businesses get connected with the resources they need to amplify their strengths and shore up their weaknesses.
- **Realize Neighborhood Planning Goals:** Various Planning efforts in the area over the years have identified the importance of the area surrounding the Wellesley/Market/NSC interchange and have highlighted the neighborhood's desire to see improvements directed there. Successful redevelopment of this site – and others in the immediate vicinity – will not only have the catalytic impact described above but will go a long way to demonstrating realized outcomes of planning processes. This builds trust and buy-in from neighborhood residents that their desires can be achieved through participation and that through that participation they can meaningfully shape the world around them.

509.795.0290  MAKEITSPokane.COM

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY



Appendix A: CBRE Appraisal Report Summary

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

PROPOSED MIXED-USE DEVELOPMENT
3011 E WELLESLEY AVE
SPOKANE, WASHINGTON 99217
CBRE FILE NO. CB23US042413-1

CLIENT: NORTHEAST PUBLIC DEVELOPMENT
AUTHORITY

CBRE

Date of Report: June 6, 2023

Mr. Jesse Bank
Executive Director
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY
4001 N Cook St
Spokane, Washington 99207

RE: Appraisal of: Proposed Mixed-Use Development
3011 E Wellesley Ave
Spokane, Spokane County, Washington 99217
CBRE, Inc. File No. CB23US042413-1

Dear Mr. Bank:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a proposed 30-unit walk-up style, mixed-use apartment building located at 3011 East Wellesley Avenue in Northeast Spokane. The improvements will consist of one, three-story building that will be situated on a 0.52-acre site that is currently raw land. The unit mix will include 1bd/1ba and 2bd/1ba units and will have an average unit size of 706 square feet. Additionally, the building will include 4,080 SF of street-level retail space. Construction is scheduled to commence in March 2024 and is scheduled to be completed by June 1, 2025.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Complete	Fee Simple Estate	June 1, 2025	\$6,250,000
As Stabilized	Leased Fee Interest	September 1, 2025	\$6,500,000
As Is - Land	Fee Simple Estate	May 31, 2023	\$240,000

Compiled by CBRE

The client has requested values as if the subject is hypothetically complete and stabilized as of the inspection day. Based on market conditions expected over timespan between the inspection date

and the stabilized date, we have not trended any of the value conclusions. As such, the hypothetical as if stabilized and prospective as stabilized values are the same.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Cole Taylor
Senior Appraiser
State Certified General Real Estate Appraiser
Washington Certification No. 1102544
Expiration Date: 03/27/2024
Phone: 509-998-5300
Email: cole.taylor@cbre.com



David Adamson, MAI
Director
State Certified General Real Estate Appraiser
Washington Certification No. 1101731
Expiration Date: 05/24/2025
Phone: 509-998-9997
Email: david.adamson@cbre.com

Subject Photographs



Aerial View



View of the Subject Site



View of the Subject Site



View of the Subject Site



View of North Haven Street Facing South



View of North Haven Street Facing North



View of Wellesley Avenue Facing West

Executive Summary

Property Name	Proposed Mixed Use Development	
Location	3011 E Wellesley Ave Spokane, Spokane County, WA 99217	
Parcel Number(s)	36343.3007	
Client	Northeast Public Development Authority	
Highest and Best Use		
As If Vacant	Multifamily	
As Improved	Multifamily	
Property Rights Appraised	Leased Fee Interest	
Date of Inspection	May 31, 2023	
Estimated Exposure Time	6 Months or Less	
Estimated Marketing Time	6 Months or Less	
Primary Land Area	0.52 AC	22,479 SF
Zoning	Center and Corridor Type 2, CC2-DC	
Improvements		Comments
Property Type	Multifamily	(Multi-Family Walk-Up)
Number of Buildings	1	
Number of Stories	3	
Gross Building Area	25,245 SF	
Net Rentable Area (Apartments)	21,165 SF	
Number of Units	30	
Average Unit Size	706 SF	
Year Built	2025	
Effective Age	0 Years	
Remaining Economic Life	55 Years	
Condition	New	
Buyer Profile	Investor-Regional	
Financial Indicators		
Stabilized Occupancy	95.0%	
Stabilized Credit Loss	0.5%	
Estimated Lease-up Period	3 Months	
Overall Capitalization Rate	6.25%	

Pro Forma, As Stabilized	Total	Per Unit
Effective Gross Income	\$582,834	\$19,428
Operating Expenses	\$168,858	\$5,629
Expense Ratio	28.97%	
Net Operating Income	\$413,976	\$13,799
VALUATION	Total	Per Unit
As Is (Land Value)	\$240,000	\$8,000
Market Value As Complete On June 1, 2025		
Cost Approach	\$5,800,000	\$193,333
Sales Comparison Approach	\$5,900,000	\$196,667
Income Approach	\$6,370,000	\$212,333
Market Value As Stabilized On September 1, 2025		
Cost Approach	\$6,050,000	\$201,667
Sales Comparison Approach	\$6,150,000	\$205,000
Income Approach	\$6,620,000	\$220,667

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
As Complete	Fee Simple Estate	June 1, 2025	\$6,250,000
As Stabilized	Leased Fee Interest	September 1, 2025	\$6,500,000
As Is - Land	Fee Simple Estate	May 31, 2023	\$240,000

Compiled by CBRE

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/ Opportunities

- Each unit will include a washer/dryer.
- The subject will feature new construction and will be in superior condition compared to most competing one- and two-bedroom units in Northeast Spokane.
- The subject is located in close proximity to the future Wellesley Avenue/North-South Freeway interchange, which will be completed prior to the subject's scheduled completion date. Upon completion of the North-South Freeway, access to the subject to the greater metro area will significantly improve.

Weaknesses/ Threats

- The subject's neighborhood has a below average income demographic profile relative to the greater metro area.
- The subject has a substandard off-street parking ratio of 1 space per unit. Additionally, the subject will share its off-street parking spaces with the commercial building located immediately to the south. This is somewhat mitigated by the subject's below-average unit size of 706 square-feet, and therefore the subject will require a fewer number of spaces when compared to a typical garden property with larger unit sizes. We have accounted for the below-average parking ratio, and the shared parking with the street level commercial space, in our capitalization rate conclusion.
- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is

impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

MARKET VOLATILITY

We draw your attention to a combination of global inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have significantly increased the potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this report are valid as at the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

CURRENT ECONOMIC CONDITIONS

At its May 2023 meeting, the Federal Reserve raised the federal funds rate by 25 basis points (bps) to a range of 5.00% to 5.25%, a 16-year high. In determining whether additional tightening is necessary, the Fed will consider the lagged impacts of previous rate hikes, as well as economic and financial market conditions, including banking sector stress. Hiking rates just days after the second largest bank failure in U.S. history shows that the Fed remains focused on reducing inflation even if it inflicts additional economic pain.

Although the economy has cooled, the strong labor market is complicating the Fed's inflation fight. Therefore, CBRE expects that the Fed will remain determined to see inflation fall to a more acceptable level. While financial markets are expecting a rate cut this summer, CBRE anticipates that the Fed will hold rates steady for several months before beginning to reduce them in Q4. Core inflation should ease as the economy and particularly the housing market cool, ending the year at around 4.00%. CBRE expects that the Fed will continue to cut interest rates throughout 2024. CBRE expects that capital markets will lead the commercial real estate recovery, with increased investment volume later this year and a rebound in leasing activity thereafter.

The table below summarizes the CBRE "House View" for the Federal Funds Rate, 10-Year Treasury, and GDP over the next several years. This view is reflective of what market participants are anticipating.

	2023	2024	2025 - 2028
Fed Funds Rate (Q4)	4.5% to 4.75%	2.25% to 2.5%	2.0% to 2.25%
10-Year Treasury (Q4)	3.3%	2.8%	3.0%
GDP (Q4/Q4)	-0.6%	2.1%	2.5%

The CBRE “House View” is for the yield on the 10-year Treasury to approximate 3.3% by Q4 2023, which should aid in the recovery of real estate investment volume. This is consistent with many market participants who anticipate the cost of capital in the future to be lower than current levels.

While opinions vary on future economic issues, the general market consensus at the time of this appraisal is the anticipation of moderating inflation as higher interest rates cool demand. Tighter financial and weaker macroeconomic conditions will weigh on real estate fundamentals, leading to lower real estate investment volume through the balance of 2023. Amid this uncertain and dynamic environment, investment market performance will be uneven across property types.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”¹

- The subject’s net rentable area is provided by the developer, and the gross building area is based on information provided by the Spokane County Assessor. We are making the extraordinary assumption that the net rentable area (21,165 square feet) and gross building area (25,245 SF square feet) derived from this source is accurate and reliable.
- The subject is proposed. As such, our estimate of market value as stabilized and as complete is subject to the indicated completion date, as well as the completion of the improvements per plans and specifications.
- The client has indicated that the proposed development is still in the early planning stages, and therefore building plans have not yet been completed. The client went on to say the subject will have average construction quality compared to other recently built apartment buildings and mixed-use buildings in the region. We assume the general information pertaining to the subject’s construction quality, interior finishes, etc. that are presented in the improvements analysis section, are accurate.
- Based on our understanding of the City of Spokane code, the proposed improvements will represent a non-conforming use. As the subject has not been built, its plans will go through an exhaustive review with city planners, and we are making the extraordinary assumption that any variances needed from current zoning regulations or building code will be granted and that when complete, the subject will be a legally conforming use.

¹ The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020, through December 31, 2023)*

- The prospective market value is 27 months from the as is date of value. We are making the extraordinary assumption that there will be no unforeseeable events that will alter market conditions prior to the prospective date of value and that market conditions will continue to exist as market participants currently expect the market to perform over the next 27 months.

The use of the above extraordinary assumptions may have affected the assignment results.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”²

- While not included in our value conclusions, we are valuing the subject under the hypothetical condition that the subject is completed and that it is stabilized as of the date of our inspection, or May 31, 2023. This is not a value conclusion, but rather a mathematical step to estimate prospective stabilized values. The as is and prospective values are not subject to any hypothetical conditions.

The use of these hypothetical conditions may have affected the assignment results.

OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY		
Item	Current	Previous
Current Ownership		
Owner:	City of Spokane	Spokane County
Seller:	Spokane County	Spokane County Treasurer's Office
Purchase Price:	\$6,702	\$0
Transaction Date:	May 5, 2023	December 14, 2022
Sale in Last 3 Years?:	Yes	Yes
Legal Reference:	Excise No. 202304514	Excise No. 202217147
County/Locality Name:	Spokane	Spokane
Compiled by CBRE		

CBRE is unaware of any arm’s length ownership transfers of the property within three years of the date of appraisal.

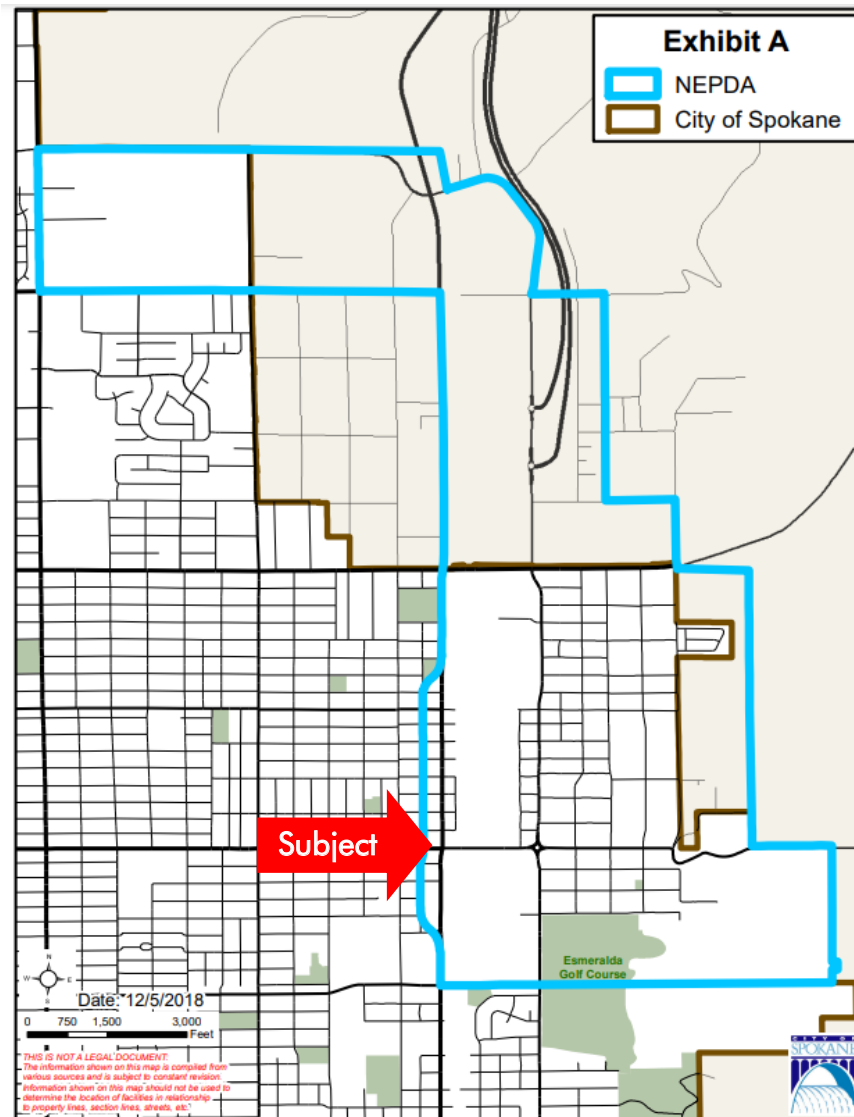
It is our understanding Spokane County foreclosed on the property several years ago, after a building had burned down on the property and the owner did not completion with a demolition order. In May 2023, the City of Spokane acquired the property from Spokane County for an amount that equaled outstanding property taxes due, plus fees. The city is currently using the property as a construction staging area for the reconstruction of the intersection on which the subject is situated. Construction is scheduled to be completed in the near future.

² The Appraisal Foundation, *USPAP, 2020-2021* (Effective January 1, 2020, through December 31, 2022)

The client, Northeast Public Development Authority, is in discussions with the city to acquire the site to build the previously described mixed-use apartment building. The Northeast Public Development Authority (NEPDA aka Make it Spokane) has a stated mission, "To facilitate the redevelopment, development, and construction of public benefit projects, resulting in increased economic activity and job growth within the PDA boundary." A map of the PDA boundary is presented below.

According to Jesse Bank, the Executive Director of NEPDA, the goal is to provide additional quality rental housing to the neighborhood. Additionally, NEPDA intends to occupy 37% of the street-level commercial space, with the remaining space to be leased by start-up businesses at below-market rates, to encourage local businesses to start up in the neighborhood.

Per the scope of this assignment, we have analyzed the subject as if the apartments and retail space are operated as a market-rate, mixed-use property.



EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- exposure/marketing time information from the PwC Real Estate Investor Survey; and
- the opinions of market participants.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA			
Investment Type	Exposure/Mktg. (Months)		
	Range		Average
Comparable Sales Data	1.0	- 6.0	3.5
<i>PwC Apartment</i>			
National Data	1.0	- 12.0	4.6
Local Market Professionals	2.0	- 6.0	n/a
CBRE Exposure Time Estimate	6 Months or Less		
CBRE Marketing Period Estimate	6 Months or Less		
Various Sources Compiled by CBRE			

July 21, 2023

REAL ESTATE REVIEW COMMITTEE
Recommendation of Property Dispositions:
3011 East Wellesley

Mayor Woodward:

Pursuant to Chapter 12.10 of the Spokane Municipal Code, this report represents the Real Estate Review Committee ("RERC") recommendation to surplus city owned property for the purposes of future disposition. The following RERC members convened on June 20th, 2023:

- Council Member, Michael Cathcart
- Integrated Capital Director, Marcia Davis
- Integrated Capital, Kevin Picanco
- Community & Economic Development Division Director, Steve MacDonald
- Planning & Development Director, Spencer Gardner
- Planning & Economic Development, Teri Stripes
- Parks & Recreation, Nick Hamad
- Real Estate Manager, Dave Steele

The committee recommended these actions and requests your concurrence:

- 3011 East Wellesley:
 - This is commercial lot located in the Hillyard District, the City of Spokane acquired it from Spokane County through a tax sale after the City completed a fire cleanup on the property and placed a lien for the costs against the property.
 - Declare this property surplus, complete the transfer to the NEPDA, with no restrictions or holdbacks
 - Use any future or negotiated proceeds to recover any liens, abatement, or cleanup costs

Mayor's Concurrence: _____



Date: _____

7/24/23

STANDING COMMITTEE - MINUTES

City of Spokane

Real Estate Review Committee
July 21, 2023

Attendance

CM Michael Cathcart, Shae Blackwell, Steve MacDonald, Marcia Davis, Nick Hamad, Kevin Picanco, Teri Stripes, and Dave Steele

Meeting started at 3:30 p.m. This meeting was conducted through Microsoft Teams.

Agenda Item

3011 East Wellesley

Dave Steele introduced the purpose of the RERC, the typical process that follows the discussion, and a quick introduction of the property.

Teri Stripes / Steve MacDonald discussed the history of the property and the steps that led to the City acquiring the property.

1. Privately owned.
2. The previous use suffered a fire resulting in the need to be demolished.
3. Previous property owner did not complete the demolition and clean up.
4. The City of Spokane completed the clean up at an approximate \$600,000 expense to the City.
5. A lien for the cost of demolition was placed against the property.
6. The previous owner forfeited the property to the County as a tax foreclosure.
7. The City acquired the property from Spokane County.

The City Staff began discussions with the NEPDA about a property transfer on 2018 with support from City Council and from the previous Administration.

Feedback from the Real Estate Program, Parks Department, and from Integrated Capital Management was that there are no foreseeable needs in any of these areas that would justify retaining the property.

General consensus and recommendation of the committee was to declare the property surplus to the City's needs with the recommended disposition of the property being completed through a transfer of the property to the NEPDA with terms and conditions of the transfer to be finalized in the future.

Adjournment

The meeting was adjourned at 4:05 p.m.

Prepared by:

Dave Steele

Approved by:

Concensus

Real Estate Review Committee Meeting

July 21, 2023

3011 East Wellesley

Property Description

The subject property consists of an approximately 22,650 s.f. parcel of CC2-DC commercial property on the northeast corner of the intersection of North Haven and Wellesley

Acquisition History

This property was acquired through a Spokane County Tax sale with the intent of recouping various City liens.

Department Linked to the Property

General Fund dollars were used to acquire this property through the County tax foreclosure process

Land Use and Zoning

This property is designated as CC2 as part of the District Center

Estimated Fair Market Value

The size, location, zoning, and current market for residentially developable, multiunit properties makes this a highly valuable property in Spokane at this date and time. While the assessed value of the vacant property is currently in the \$157,000 range, a likely sale value could be significantly higher due to being vacant and location / size.

Potential Limitations

In the current development market there are very few limitations to development of this property.

Recommended covenants, conditions, or restrictions as part of sale

None proposed at this time.

Recommended disposition method

Transfer to the NEPDA as supported

City of Spokane Map 2



- Legend**
- City of Spokane Boundary
 - Parcel

City of Spokane GIS



THIS IS NOT A LEGAL DOCUMENT.
This is a computer-generated map. It is not intended to be used as a legal document. It is for informational purposes only. It is not a substitute for a professional survey or other legal document. It is not to be used for any purpose other than that for which it was created.

PURCHASE AND SALE AGREEMENT

This Agreement is entered into as of _____ (the “Effective Date”), by and between the CITY OF SPOKANE, a Washington municipal corporation (“City”), and NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (“NEPDA”), collectively (“the Parties”).

Whereas, the NEPDA was originally established by City of Spokane Ordinance No. C-34813 on December 12, 2011 and reformed by the Interlocal Agreement between the City of Spokane and Spokane County through City of Spokane OPR #2019-0928 and Spokane County Resolution #19-1390 to assist the City of Spokane and Spokane County to facilitate economic development of the Northeast area of the City and County; and

Whereas, pursuant to RCW 35.21.730(1), City is authorized to transfer to the NEPDA, with or without consideration, any funds, real or personal property, property interests, or services; and

Whereas, pursuant to RCW 35.21.747, in transferring real property to the NEPDA, City is required to impose appropriate deed restrictions necessary to ensure the continued use of such property for the public purpose or purposes for which such property has been transferred to the NEPDA, and further requires City to impose certain procedural requirements which must be satisfied prior to any sale or encumbrance of such property; and

Whereas, the Parties wish to enter into an agreement under which the NEPDA will purchase from City and City will sell to the NEPDA certain real property located at 3011 E Wellesley Avenue, in the City of Spokane, WA (the “Property”) for purposes consistent with the Interlocal Agreement, the NEPDA Charter, and Washington laws governing the formation and operation of public development authorities, including but not limited to, affordable housing; and

Whereas, the City acquired the Property from Spokane County via a Treasurer’s Deed; and

Whereas, prior to the City’s ownership of the Property, a fire caused extensive damage to an apartment building located on the property and the building was subsequently condemned as uninhabitable; and

Whereas, to ensure public safety, the City’s Code Enforcement Department erected a fence around the Property and eventually had the apartment building demolished, incurring \$418,323.28 in fees which were placed as a lien on the Property (“City Lien”); and

NOW, THEREFORE, in consideration of the respective agreements set forth below and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, City and NEPDA agree as follows:

1. Sale of Property. City agrees to sell and convey to the NEPDA and the NEPDA agrees to purchase from City, subject to the terms and conditions set forth in this Agreement, and further subject to any rights of redemption under Chapter 84.64. RCW, the real property commonly located at 3011 E Wellesley Avenue, in the City and County of Spokane, State of Washington, and legally described in Exhibit "A" hereto, Spokane County Parcel No. 36343.3007 (the "Property").

2. Earnest Money. [intentionally omitted]

3. Purchase Price. The purchase price for the Property (the "Purchase Price") will be One Dollar (\$1.00), paid to City in cash through escrow at closing. As additional consideration for the purchase and sale of the Property to the NEPDA, upon any future sale of the Property, the City Lien shall be repaid. For such repayment of the City Lien, and the City shall receive a preferred position sale proceeds, pari-passu with the NEPDA's development partners for the Property (if any) and before the NEPDA, until the City is made whole on its lien amount of \$418,323.28.

4. Title to the Property.

4.1 Conveyance. At closing, City shall convey to NEPDA fee simple title to the Property by a duly executed and acknowledged Quitclaim Deed (the "Deed"), subject to those exceptions that the NEPDA approves pursuant to Section 4.2 below, and further subject to such appropriate deed restrictions as the City deems necessary to satisfy the requirements of RCW 35.21.747 (collectively the "Permitted Exceptions"). The Deed shall provide that the Property will be used by the NEPDA for any lawful purpose consistent with the NEPDA's Charter and Bylaws, including affordable housing, and will provide that any sale or encumbrance of the Property by the NEPDA must comply with the provisions contained in RCW 35.21.747, as now existing or hereafter amended. The Deed shall further provide that, upon a sale of the Property, the City shall receive a preferred position on sale proceeds, as set forth in Paragraph 3.

4.2 Preliminary Commitment. City shall order a preliminary commitment for an owner's standard coverage policy of title insurance in the amount of the Purchase Price to be issued by a title company of the City's choosing (the "Title Company") and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment"). Within fifteen (15) business days of City's delivery of a copy of the Preliminary Comment to the NEPDA, the NEPDA shall advise City by written notice of the exceptions to title, if any, that are disapproved by the NEPDA ("Disapproved Exceptions"). City will then have ten (10) business days after receipt of the NEPDA's notice to give the NEPDA notice that (i) City will remove Disapproved Exceptions or (ii) City elects not to remove Disapproved Exceptions. If City fails to give the NEPDA notice before the expiration of the ten (10) day period, City will be deemed to have elected not to remove Disapproved Exceptions. In no event shall City have any obligation to spend any money to have Disapproved Exceptions removed.

If City elects not to remove any Disapproved Exemptions, the NEPDA will have until the expiration of the Feasibility Study Period, as set forth in Section 5, to notify City of the NEPDA's election either to proceed with the purchase and acquire the Property subject to the Disapproved Exceptions, or to terminate this Agreement. If City gives notice that it will cause one or more Disapproved Exception(s) to be removed, but fails to remove any of them from title on or before the Closing Date, the NEPDA will have the right to either (i) elect to terminate this Agreement by written notice to City or (ii) proceed with the purchase and acquire the Property subject to any remaining Disapproved Exception(s). If the NEPDA elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of either party, then City and the NEPDA shall share equally any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

4.3 Title Policy. City shall cause Title Company to issue to the NEPDA at closing a standard coverage owner's policy of title insurance insuring the NEPDA's title to the Property in the full amount of the Purchase Price subject only to the Permitted Exceptions (the "Title Policy"). The Title Policy must be dated as of the Closing Date. PROVIDED, notwithstanding the foregoing, the City and NEPDA acknowledge and understand that the Title Company may be unwilling to issue a title commitment immediately due to the fact that certain individuals may have three (3) years to redeem (RCW 84.64.070).

5. Conditions to Closing.

5.1 Feasibility Study.

5.1.1 Feasibility Study Period. During the period ending on the date which is one hundred eighty (180) days following the Effective Date (the "Feasibility Study Period"), the NEPDA may conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for the NEPDA's intended use (the "Feasibility Study").

The Feasibility Study may include all inspections and studies the NEPDA deems necessary or desirable, in its sole discretion. The NEPDA and its agents, representatives, consultants, architects, and engineers will have the right, from time to time, during the Feasibility Study Period to enter onto the Property and make borings, drive test piles and conduct any other test and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for the NEPDA's intended use. NEPDA shall protect and indemnify City from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

5.1.2 Termination. The NEPDA will have the right to terminate this Agreement if, in the NEPDA's good faith judgment, the Property is not suitable for the NEPDA's intended use or does not meet the NEPDA's intended investment objectives. The NEPDA's right to terminate must be exercised by delivering written notice of its election to City on or before the expiration of the Feasibility Study Period, or any reasonable extension as agreed to by the Parties in writing. In the event the NEPDA does not complete the purchase, the NEPDA shall return the Property as near as is practicable to its condition at the time the Feasibility Study began. If the NEPDA terminates this Agreement under this Section, this Agreement will terminate, and City and the NEPDA will be released from all further obligation or liability hereunder, except for the NEPDA's obligations under Sections 5.1.1 and 5.1.4 herein.

5.1.3 Confidentiality. Prior to the Closing Date, the NEPDA will not distribute or divulge the information or materials it and its agents and consultants may generate in connection with the Feasibility Study to other persons except as may be required by law or as may be necessary or desirable in connection with the NEPDA's evaluation of the Property and its suitability; provided, that during this time period no information or materials concerning environmental matters will be divulged to any governmental entity without City's written consent, unless required by law. If the NEPDA elects not to purchase the Property, the NEPDA agrees that, except as may be required by law, it will not further divulge or further distribute the information and materials except with City's consent.

Notwithstanding the foregoing, if the NEPDA elects not to purchase the Property, and if City requests copies of the written reports and studies prepared for the NEPDA in connection with its Feasibility Study, then the NEPDA will deliver to City copies of the final reports and studies. The NEPDA will, in that event, cooperate reasonably with City to coordinate City's communications with the consultants, provided the NEPDA will not be obligated to bear any costs or expend more than a reasonable period of time in doing so.

5.1.4 Indemnification. The NEPDA agrees to assume all liability for and to indemnify and save City harmless from all liability and expense (including reasonable attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against City or its agents or employees by any person or entity as a result of or on account of injuries or damages to person, entities and/or property received or sustained, arising out of, in connection with or as a result of the acts or omissions of NEPDA or its agents or employees in exercising its rights under the right of entry granted in this Section 5, except for claims caused by City's negligence.

5.2 Contingencies. The NEPDA's obligation to purchase the Property is expressly contingent upon the following (collectively referred to in this Agreement as the "NEPDA's Contingencies"):

- 5.2.1 Feasibility Study. The NEPDA's approval, prior to expiration of the Feasibility Study Period or any extension thereof, of the suitability of the Property as a result of the Feasibility Study;
- 5.2.2 Environmental condition. The NEPDA's approval, prior to expiration of the Feasibility Study Period, of the environmental condition of the Property pursuant to Section 11 below;
- 5.2.3 Title Policy. The NEPDA's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy as described in Section 4.3;
- 5.2.4 City's compliance. City's timely performance of all of its obligations under this Agreement; provided, City will be given reasonable notice of any failure on its part to perform any such obligations and will have a period of time that is reasonable under the circumstance to cure its nonperformance; and

The Parties shall diligently attempt to timely satisfy all of the NEPDA's Contingencies.

5.3 Satisfaction/Waiver of the NEPDA's Contingencies. The NEPDA's Contingencies are solely for the benefit of NEPDA. The Parties shall diligently attempt to timely satisfy all of the NEPDA's Contingencies. If any of the NEPDA's Contingencies are not timely satisfied, the NEPDA will have the right at its sole discretion to either waive any of them in writing and proceed with the purchase, or to terminate this Agreement. If the NEPDA elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement. If this Agreement is terminated under this Section, then City and the NEPDA shall share equally any costs of terminating the escrow.

6. Closing Date. This transaction will be closed in escrow by the Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of the Title Company on or before that date which is sixty (60) days after the end of the Feasibility Study Period or satisfaction/waiver of the NEPDA's Contingencies, but in any event no later than 5:00 p.m. Pacific Time, on _____ (the "Closing Date"). If closing does not occur on or before _____, or any later date mutually agreed to in writing by City and the NEPDA, Escrow Agent will immediately terminate the escrow and return all documents to the party that deposited them.

7. Closing.

7.1 City's Escrow Deposits. On or before the Closing Date, City shall deposit into escrow the following:

7.1.1 the duly executed and acknowledged Quitclaim Deed; and

- 7.1.2 a duly executed and acknowledged Real Estate Tax Affidavit;
- 7.2 NEPDA's Escrow Deposits. On or before the Closing Date, the NEPDA shall deposit into escrow the following:
- 7.2.1 cash in an amount sufficient to pay the Purchase Price and the NEPDA's share of closing costs;
- 7.2.2 a duly executed and completed Real Estate Excise Tax Affidavit; and
- 7.2.3 any other documents or instruments the NEPDA is obligated to provide pursuant to this Agreement in order to close this transaction.
- 7.3 Additional Instruments and Documentation. City and the NEPDA shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.
- 7.4 Closing Costs.
- 7.4.1 City's Costs. City shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price, the Title Company's escrow fee, and the cost of recording the Deed. It is understood between the parties that pursuant to WAC 458-61A-205 this sale will be exempt from the Washington State real estate excise tax, and the NEPDA agrees to cooperate with City in executing such documents as are required to qualify City for such exemption.
- 7.4.2 NEPDA's Costs. NEPDA shall pay the additional premium, if any, attributable to the extended coverage owner's policy of title insurance (if elected by the NEPDA) and any endorsements required by the NEPDA.
- 7.5 Foreign Investment in Real Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder.
8. Adjustments and Prorations. The following adjustments and prorations will be made as of the Closing Date (with NEPDA either responsible for or entitled to a credit for, as the case may be, the actual Closing Date).
- 8.1 Property Taxes. All property taxes payable in the year of closing and assessments approved by NEPDA, if any, will be prorated as of the Closing Date.
- 8.2 Utilities. All gas, electric and other utility charges will be prorated as of the Closing Date.
9. Covenants. [intentionally omitted]

10. Representations and Warranties.

10.1 City's Representations and Warranties. Except as specifically provided in this Agreement, City makes no warranty or representation, express or implied, with respect to the condition of the Property or its suitability for any particular purpose.

10.1.1 City has not received notice of any special assessment or condemnation proceedings affecting the Property.

10.1.2 To the best of City's knowledge, there is no litigation pending or threatened against City (or any basis for any claim) that arises out of the ownership of the Property and that might materially and detrimentally affect (i) the use or operation of the Property for the NEPDA's intended use, or (ii) the ability of City to perform its obligations under this Agreement.

10.1.3 City represents and warrants to the NEPDA that this Agreement and all documents executed by City that are to be delivered to NEPDA at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by City, (ii) legal, valid and binding obligations of City, and (iii) in compliance with all provisions of all agreements and judicial orders to which City is a party or to which City is subject.

10.2 Waiver of City Disclosure Statement. The NEPDA expressly waives the NEPDA's right to receive from City a signed and dated Real Property Transfer Disclosure Statement as contemplated by Chapter 64.06 RCW.

10.3 NEPDA's Representations and Warranties. The NEPDA represents and warrants to City that this Agreement and all documents executed by NEPDA that are to be delivered to City at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by NEPDA, (ii) legal, valid and binding obligations of NEPDA, and (iii) in compliance with all provisions of all agreements and judicial orders to which NEPDA is a party or to which NEPDA is subject.

11. Hazardous Materials. Notwithstanding the representations set forth above, the City makes no representation regarding any Hazardous Materials Condition, as defined below, affecting the Property. The NEPDA takes the Property "AS IS" with all physical defects, including those that cannot be observed by casual inspection. City will have no obligation to repair or remedy any physical defects of the Property. The NEPDA may, at its sole cost, expense, and liability, conduct an environmental site assessment of the Property during the Feasibility Study Period. For the purposes of this paragraph, "Hazardous Materials" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". A "Hazardous Materials Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of

Hazardous Materials that would require remediation and/or removal under applicable Federal, State or local law. In the event the NEPDA notifies City prior to the Closing Date that the Property is affected by a Hazardous Materials Condition and such notice is accompanied by a report from an engineering company with experience in evaluating such matters, the NEPDA may either (a) terminate this Agreement, or (b) proceed to Closing notwithstanding such contamination. To the extent allowed by law, the environmental due diligence investigation provided for herein and any information or documents produced or collected by the environmental consultant in connection with this investigation shall be considered to be confidential information by the NEPDA and City until Closing. Prior to Closing, or in the event Closing does not occur, the NEPDA shall not disclose such information to any third party or initiate or have any direct contact with any governmental agencies in connection with the environmental investigation without the prior written consent of the City's Director of Asset Management, unless otherwise required by law. The NEPDA may disclose said information to its employees, attorneys, consultants, lenders, or others who have a need to know and use the information in connection with this Agreement, and may disclose said information if required to do so by law, or by court order. If the environmental investigation reveals any conditions that applicable laws require to be reported to any governmental agency, the City shall have the responsibility to make such reports or disclosures.

12. Eminent Domain. If all or any part of the Property is taken by condemnation or eminent domain and the value of the portion of the Property so taken exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00), the NEPDA may, upon written notice to City, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to the NEPDA, and neither party will have any further liability or obligation under this Agreement. If all or any portion of the Property has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, City's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which City may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the Property or any portion thereof shall accrue to and are expressly transferred to the NEPDA.

13. Possession. City shall deliver possession of the Property to the NEPDA on the Closing Date.

14. Default. If there is an event of default under this Agreement by City (including a breach of any representation, warranty or covenant), the NEPDA may terminate this Agreement by written notice to City and Escrow Agent. If the NEPDA terminates this Agreement, the escrow will be terminated, the NEPDA's entire deposit, if any, must immediately be returned to the NEPDA, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that City shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

15. Notices. Any notice under this Agreement must be in writing and be either (1) personally delivered, (2) delivered by U.S. mail, or (3) e-mailed to the designated representative for the party. Any notice given by U.S. mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

City: City of Spokane
Attn: _____
808 W Spokane Falls Blvd
Spokane, WA 99201

With a copy to: Office of the City Attorney
808 W Spokane Falls Blvd
Spokane, WA 99201

NEPDA: Northeast Public Development Authority
Attn: Jesse Bank

Spokane, WA 992__

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via e-mail, the same day as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

16. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the purchase and sale contemplated by this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

17. Amendments. This Agreement may be amended or modified only by a written instrument executed by City and the NEPDA.

18. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the Closing Date, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

20. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein.
21. Attorney Fees. Each party shall pay its own legal fees relating to negotiation and drafting of this Agreement and the documents to be executed at closing. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state, or bankruptcy court proceeding.
22. Waiver. Neither City's nor NEPDA's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.
23. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.
24. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.
25. Assignment. NEPDA may not assign its rights under this Agreement.
26. Governmental Approval. NEPDA acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor following approval by the Spokane City Council in open public meeting. The City similarly acknowledges that this Agreement does not bind the NEPDA until it has been signed by the NEPDA following approval of its governing body in an open public meeting.
27. Exhibits. The following exhibits are attached to and made a part of this Agreement by this reference.

EXHIBIT A – Legal Description of the Property

STATE OF WASHINGTON :
:ss.
County of Spokane :

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the _____ of NORTHEAST PUBLIC DEVELOPMENT AUTHORITY, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires _____

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 7, 8, 9 and the west 27 feet of Lot 10, Block 23, of Hillyard as per plat thereof recorded in Volume "D" of Plats, page 17 in the office of the Spokane County Auditor. All located with the SW Quarter of Section 34, T26N, R43 E.W.M.

DRAFT



Agenda Sheet for City Council Meeting of:

09/18/2023

Date Rec'd	9/5/2023
Clerk's File #	ORD C36441
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	TYLER KIMBRELL X6733
Contact E-Mail	TKIMBRELL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 – SHORELINE MASTER PROGRAM AQUACULTURE UPDATE

Agenda Wording
 Amending Spokane Municipal Code (SMC) Sections 17E.060.470, 17E.060.690, and 17C.190.500.

Summary (Background)
 The proposed amendments to the Shoreline Master Program (SMP) (SMC 17E.060.470 and SMC 17E.060.690) and the Use Category Description for Agriculture (SMC 17C.190.500) will permit fish rearing facilities on the shorelines of the Latah Creek (aka Hangman Creek) within the SMP shoreline environment designations of "Natural" and "Urban Conservancy."

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	PIES 8/28/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Kinnear and CM Stratton
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SCHOEDEL, ELIZABETH	smacdonald@spokanecity.org	
For the Mayor	JONES, GARRETT	sgardner@spokanecity.org	
Additional Approvals		tblack@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	

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90.58.090**

ORDINANCE NO C36441

An ORDINANCE relating to shoreline regulations to accommodate aquaculture amending Spokane Municipal Code (SMC) Section 17C.190.500 Agriculture; Section 17E.060.470 Aquaculture; and Section 17E.060.690 Shoreline Primary Use.

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including a shoreline element meeting the requirements of RCW 36.70A.480.

WHEREAS, the Chapter 14 Shorelines, an element of the City's Comprehensive Plan, includes goals and policies supporting the preservation of natural resources for fisheries and promotes the State's goal of increasing aquaculture activities; and,

WHEREAS, The Coeur D'Alene Tribe, in partnership with the Spokane Tribe of Indians, the Confederated Tribes of the Colville Reservation, the Upper Columbia United Tribes and the State of Washington implemented a large-scale feasibility study for reintroduction of Chinook and Sockeye Salmon into the block habitats of the Upper Columbia River.

WHEREAS, the proposed actions are consistent with and supported by the Spokane Comprehensive Plan as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A); and,

WHEREAS, by virtue of the public process outlined in Exhibits A and B, interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given opportunity to be heard; and,

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and,

WHEREAS, on June 20, 2023, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and,

WHEREAS, on June 28, 2023, notice of intent to adopt was issued through the City of Spokane Gazette Pursuant to SMC 17G.025.010; and,

WHEREAS, on June 14, 2023, a request for SEPA agency comments was issued for the draft text amendments to the Shoreline Master Program. The comment period ended on June 28, 2023. One letter was received from the Spokane Tribe of Indians. The letter is available for review in the Planning Services Staff Report (Exhibit B); and,

WHEREAS, on July 10, 2023, a SEPA Determination of Nonsignificance was issued by the direct of Planning Services. Two letters were received, one from the Spokane Tribe of Indians and the other from Citizen Action for the Latah Valley. The letters are available for review in the Planning Services Staff Report (Exhibit B); and,

WHEREAS, prior to the Plan Commission joint public hearing with the WA State Department of Ecology, a legal notice was published in the *Spokesman-Review* on July 12 and July 19, 2023; and,

WHEREAS, prior to the Plan Commission joint public hearing with the WA State Department of Ecology, a legal notice of a joint public hearing was published in the *Spokesman-Review* on July 19, 2023; and.

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90.58.090**

WHEREAS, a legal notice of a joint 30-day public comment period with the WA State Department of Ecology was published in the *Spokesman-Review* on July 19, 2023. The comment period was open from July 21, 2023 through August 21, 2023; and,

WHEREAS, on July 26, 2023, the Plan Commission held a public hearing on the proposed amendments. Two people testified at the joint public hearing; and,

WHEREAS, on July 26, 2023, the Plan Commission voted to recommend the City Council adopt the proposed amendments (see Exhibit A); and,

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report (Exhibit B) and the City of Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes; and,

WHEREAS, the effective date of this Ordinance shall be the date on which it is approved by the Washington State Department of Ecology as provided in RCW 90.58.090;

NOW, THEREFORE, the City of Spokane Does ordain:

**NOT EFFECTIVE UNTIL APPROVED BY DEPARTMENT OF ECOLOGY PER RCW
90.58.090**

Section 1. That Section 17C.190.500 SMC is amended to read as follows

Section 17C.190.500 Agriculture

A. Characteristics.

Agriculture includes activities that raise, produce or keep plants or animals.

B. Accessory Uses.

Accessory uses include dwellings for proprietors and employees of the use and animal training.

C. Examples.

Examples include breeding or raising of fowl or other animals; dairy farms; stables; riding academies; fish rearing facilities; kennels or other animal boarding places; farming, truck gardening, forestry, tree farming; and wholesale plant nurseries.

D. Exceptions.

1. Processing of animal or plant products, including milk, and feed lots are classified as Manufacturing and Production.
2. Livestock auctions are classified as Wholesale Sales.
3. Sale of products produced on site is permitted; provided, that structures for this purpose are limited to five hundred square feet of total floor area per site.
4. Plant nurseries that are oriented to retail sales are classified as Retail Sales and Service.
5. Fish rearing facilities are only permitted in accordance with SMC 17E.060.470.

**NOT EFFECTIVE UNTIL APPROVED BY DEPARTMENT OF ECOLOGY PER RCW
90.58.090**

Section 2. That Section 17E.060.470 SMC is amended to read as follows

Section 17E.060.470 Aquaculture

~~((Aquaculture activities are presently not in use, nor are they an anticipated activity within the shoreline jurisdiction. Therefore, these activities are not applicable to the City of Spokane. If the City should determine in the future that aquaculture will be allowed in the shoreline jurisdiction, regulations will be established by amendment to the SMP and to all other applicable City of Spokane development regulations.))~~

A. Definition

Aquaculture means the rearing or farming of fish, shellfish, or other aquatic plants and animals and may include accessory uses. Examples of accessory uses include, but are not limited to pump houses, office space, on-site staff housing, maintenance buildings, storage buildings, equipment sheds, and aquaculture research and diagnostics laboratories.

B. Aquaculture is allowed for the purpose of enhancing or restoring salmonid populations and fisheries, for enhancing or restoring native aquatic plants, or for educational purposes, or for sport harvest and sustenance purposes.

C. Aquaculture is limited to the Urban Conservancy Environment and Natural Environment environmental designation and the Latah Creek shoreline district.

D. Aquaculture is not permitted in areas where it would result in a net loss of ecological functions, adversely impact aquatic macroinvertebrates, or significantly conflict with navigation and other water-dependent uses.

E. Aquaculture facilities should be designed and located so as not to spread disease to native aquatic life, establish new nonnative species which cause significant ecological impacts, or significantly impact the aesthetic qualities of the shoreline.

**NOT EFFECTIVE UNTIL APPROVED BY DEPARTMENT OF ECOLOGY PER RCW
90.58.090**

Section 3. That Section 17E.060.690 SMC is amended to read as follows

Section 17E.060.690 Shoreline Primary Use

A. In addition to this section, shoreline uses are subject to the regulations in Article V, Part I, General Requirements for Shoreline Use.

B. Refer to SMC 17E.060.300 for uses and activities that are exempt from obtaining a shoreline substantial development permit. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these Shoreline Regulations, or from any other regulatory requirements. To be authorized, all uses and activities must be consistent with the policies and regulations of the entire SMP and the Act.

C. To be permitted in the Shoreline Jurisdiction, a use must be permitted in both the shoreline environment and the underlying zone in which it is located.

D. Uses not listed in Table 17E.060-4 or Title 17C may only be authorized as a conditional use.

E. Legend for Table 17E.060-4:

1. Permitted Uses – “P”

Uses permitted are listed in Table 17E.060-4 with a “P”. These uses are allowed if they comply with the development standards of these Shoreline Regulations and Title 17C. A shoreline substantial development permit or an exemption from such permit is required, pursuant to SMC 17E.060.290 and SMC 17E.060.300.

2. Limited Uses – “L”

Uses allowed that are subject to limitations are listed in Table 17E.060-4 with an “L”. These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards of these Shoreline Regulations and title 17C SMC. A shoreline substantial development permit or an exemption from such permit is required.

3. Conditional Uses – “CU”

Uses that are allowed if approved through the shoreline conditional use review process are listed in Table 17E.06-4 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards of these Shoreline Regulations and Title 17C. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote.

4. Uses Not Permitted – “N”

Uses listed in Table 17E.060-4 with an “N” are not permitted. Existing uses in categories listed as not permitted are subject to the standards in Chapter 17C.210 SMC, Land Use Standards Non Conforming Situations, and SMC 17E.060.380, Nonconforming Structures and Uses.

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90.58.090**

TABLE 17E.060-04							
SHORELINE PRIMARY USES							
Use is:		Shoreline Environments					
P:	Permitted (with shoreline substantial development permit or exemption)	NE	UCE	SRE	LUE	IUE	WTPE
N:	Not permitted						
L:	Allowed, but special limitations						
CU:	Conditional use review required						
Agriculture							
Low intensity agriculture		N	L[1]/CU	N	N	N	N
High intensity agriculture		N	N	N	N	N	N
Aquaculture							
Aquaculture		(N) P	(N) P	N	N	N	N
Boating Facilities							
Marinas		N	N	N	N	N	N
Launch ramps for small non-motorized watercraft		CU	CU	CU	CU	N	CU
Capital Facilities and Utilities							
Maintenance of existing utilities or facilities		P	P	P	P	P	P
New construction or expansion of existing utilities or facilities		L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU
Over-water or underwater utility crossings		CU	CU	CU	CU	CU	CU
New bridges solely for pipelines		N	N	N	N	N	N
Facilities which constitute the final termination or destination of a transmission line		N	N	N	N	N	N

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90.58.090**

Expansions or upgrades of existing wastewater treatment plant facilities and accessory uses	N	N	N	N	N	CU
New wastewater treatment plant facilities and pumping stations	N	N	N	N	N	L[2]/CU
New wastewater treatment outfall infrastructure	CU	CU	CU	CU	CU	P
New wireless communication support tower	N	N	N	N	N	N
Commercial Development						
Water-dependent commercial uses	N	P	N	P	P	N
Water-related commercial uses	N	P	N	P	P	N
Water-enjoyment commercial uses	N	P	N	P	P	N
Non-water-oriented commercial uses	N	L[3]	N	L[3]	L[3]	N
Forest Practices						
Forest practices	N	N	N	N	N	N
Industrial Development						
Water-dependent industrial uses	N	CU	N	CU	CU	N
Water-related industrial uses	N	CU	N	CU	CU	N
Non-water-oriented industrial uses	N	L[4]/CU	N	L[4]/CU	L[4]/CU	N
High-impact industrial uses	N	N	N	N	N	N
Institutional						
Water-dependent institutional	CU	CU	CU	CU	CU	N
Water-related institutional	CU	CU	CU	CU	CU	N
Water-enjoyment institutional	CU	CU	CU	CU	CU	CU
Non-water-oriented institutional	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	N

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In-stream Structures						
In-stream structures	L[6]/CU	CU	CU	CU	CU	CU
Mining						
Mining	N	N	N	N	N	N
Recreational Development						
Water-dependent recreational	CU	CU	CU	CU	CU	N
Water-related recreation	CU	CU	CU	CU	CU	CU
Water-enjoyment recreation	L[7]/CU	CU	CU	CU	CU	CU
Non-water-oriented recreation	N	CU	CU	CU	CU	N
Residential Development						
Single-family residences	CU	P	P	P	P	N
Two-family residences	N	P	P	P	P	N
Three-family residences	N	P	P	P	P	N
Multi-family residences (4 or more dwelling units)	N	CU	CU	CU	CU	N
Accessory dwelling unit (ADU)	CU	P	P	P	P	N
Detached accessory structures	CU	P	P	P	P	N
Group living	N	CU	CU	CU	CU	N
Subdivision						
All subdivisions (including binding site plans)	L[8]/CU	CU	CU	CU	CU	N
Parking						
Commercial parking or parking facility as primary use	N	N	N	N	N	N
Parking, accessory to a permitted use	P	P	P	P	P	P
Transportation						

**NOT EFFECTIVE UNTIL APPROVED BY DEPARTMENT OF ECOLOGY PER RCW
90.58.090**

New streets or street expansions that are part of the City of Spokane designated regional arterial network	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU
New local access streets or street expansions serving permitted shoreline uses	L[10]/CU	L[10]	L[10]	L[10]	L[10]	L[10]
Pedestrian and bicycle linkages to existing or planned transportation networks	L[11]/CU	P	P	P	P	P
Maintenance roads, accessory to a permitted use	P	P	P	P	P	P
Railroads and Rail Corridors						
New rail lines	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU
Expansion of existing rail lines	P	P	P	P	P	P

**NOT EFFECTIVE UNTIL APPROVED BY DEPARTMENT OF ECOLOGY PER RCW
90.58.090**

Passed the City Council _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____

* Date of State Approval

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING SHORELINE MASTER PROGRAM AQUACULTURE UPDATE**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the City's shoreline regulations to accommodate aquaculture. The proposal amends SMC Section 17C.190.500 Agriculture; Section 17E.060.470 Aquaculture; and Section 17E.060.690 Shoreline Primary Use.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including a shoreline element meeting the requirements of RCW 36.70A.480.
- B. Chapter 14: Shorelines of the City of Spokane's Comprehensive Plan recognizes aquaculture uses as a statewide interest and identifies the goal of preserving natural resources of the shoreline for fisheries.
- C. The Coeur d'Alene Tribe, in partnership with the Spokane Tribe of Indians, the Confederated Tribes of the Colville Reservation, the Upper Columbia United Tribes and the State of Washington implemented a large-scale feasibility study for reintroduction of Chinook and Sockeye salmon into blocked habitats of the Upper Columbia River.
- D. The proposed text amendments permit the fish rearing facilities that will serve as the primary aquaculture program for the support of the feasibility studies.
- E. Outreach and public communication began in Spring 2023 and included the following:
 - 1. A project webpage
 - 2. A Plan Commission workshop on July 12, 2023
 - 3. Notice of intent to adopt & SEPA checklist request for comments on June 14, 2023, through June 28, 2023
 - 4. SEPA determination of non-significance notice on July 10, 2023
 - 5. A joint WA Department of Ecology and City of Spokane 30-day comment period from July 21, 2023 through August 21, 2023
 - 6. A joint WA State Department of Ecology and City of Spokane Plan Commission Public Hearing on July 26, 2023
- F. Public comment, as well as agency and department comments, received prior to the July 26, 2023, Plan Commission Hearing were included in the staff report as Exhibit D.
- G. On July 12, 2023 the City of Spokane Plan Commission held a workshop to discuss draft language, received updates, and review and evaluation with city staff alternatives to proposed text changes.

Findings of Fact, Conclusion, and Recommendation

- H. On June 20, 2023, the Washington State Department of Commerce and appropriate state agencies were give the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- I. On June 28, 2023, notice of intent to adopt was issued through the City of Spokane Gazette pursuant to SMC 17G.025.010.
- J. On June 14, 2023, a request for SEPA agency comments was issued for the draft text amendments to the Shoreline Master Program. The comment period ended on June 28, 2023. One letter was received from the Spokane Tribe of Indians.
- K. A SEPA Determination of Nonsignificance was issued by the director of Planning Services on July 10, 2023. Two letters were received, one from the Spokane Tribe of Indians and the other from Citizen Action for the Latah Valley.
- L. A legal notice of public hearing was published in the *Spokesman-Review* on July 12, 2023 and July 19, 2023.
- M. A legal notice of a joint public hearing with the Washington State Department of Ecology was published in the *Spokesman-Review* on July 19, 2023.
- N. A legal notice of a joint 30-day public comment period with the Washington State Department of Ecology was published in the *Spokesman-Review* on July 19, 2023. The comment period is open from July 21, 2023 through August, 21, 2023.
- O. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.
- P. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.
- Q. The Plan Commission held a joint public hearing with the Washington State Department of Ecology on July 26, 2023, to obtain public comments on the proposed amendments. Two people testified at the joint public hearing.
- R. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- S. The City of Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the Shoreline Master Program and Use Category Descriptions:

Findings of Fact, Conclusion, and Recommendation

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed text amendments will implement the goals and policies of the City of Spokane Comprehensive Plan and the Shoreline Management Act of 1971.
3. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.
5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:
 - a. *Chapter 14: SMP 1.1 Coordinated Planning*
 - b. *Chapter 14: SMP 1.6 Policy Priorities*
 - c. *Chapter 14: SMP 4.1 Preservation of Natural Resources*
 - d. *Chapter 14: SMP 7.1 Cooperation and Consultation*
 - e. *Chapter 14: SMP 10.2 Native Plant Restoration*
 - f. *Chapter 14: SMP 11.37 Open Space and Wildlife Habitat Preservation*
 - g. *Chapter 14: SMP 11.52 Protection of Ecosystem-Wide Processes*

RECOMMENDATION:

In the matter of the ordinances pertaining to aquaculture uses on the shorelines of Latah Creek, amending the Unified Development Code of the City of Spokane.

As based on the above listed findings and conclusions, by unanimous vote of seven in favor to zero not in favor, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.190.500 Agriculture.
2. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17E.060.470 Aquaculture.
3. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17E.060.690 Shoreline Primary Use.

Findings of Fact, Conclusion, and Recommendation

4. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Greg Francis

[Greg Francis \(Jul 31, 2023 19:43 PDT\)](#)

Greg Francis, President

Spokane Plan Commission

Date: Jul 31, 2023

PC Findings and Conclusions SMP Aquaculture Update

Final Audit Report

2023-08-01

Created:	2023-07-31
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGYAeuockHiNfmX7mMCOYhRuRBXfpWYPa

"PC Findings and Conclusions SMP Aquaculture Update" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2023-07-31 - 10:37:20 PM GMT- IP address: 174.165.162.230
-  Document emailed to gfrancis@spokanecity.org for signature
2023-07-31 - 10:37:46 PM GMT
-  Email viewed by gfrancis@spokanecity.org
2023-08-01 - 2:42:37 AM GMT- IP address: 67.165.122.61
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis
2023-08-01 - 2:43:27 AM GMT- IP address: 67.165.122.61
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)
Signature Date: 2023-08-01 - 2:43:29 AM GMT - Time Source: server- IP address: 67.165.122.61
-  Agreement completed.
2023-08-01 - 2:43:29 AM GMT



STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Shoreline Master Program – Aquaculture Update	
Staff Contact:	Tirrell Black Principal Planner tblack@spokanecity.org	Tyler Kimbrell Planner II tkimbrell@spokanecity.org
Report Date:	July 19, 2023	
Hearing Date:	July 26, 2023	
Recommendation:	Approval	

I. SUMMARY

Shoreline Master Program amendments updating SMC 17E.060.470, SMC 17E.060.690, and SMC 17C.190.500 allowing aquaculture facilities in the Urban Conservancy and Natural Environment shoreline designations within the Latah Creek shoreline district and amending the definition of Residential Agriculture to include fish rearing facilities. These changes are necessary for the construction of fish rearing facilities and their accessory uses to help restore salmonid populations to the Spokane River.

II. BACKGROUND

The Shoreline Management Act of 1971 (SMA), passed by the legislature in 1971 and adopted by voters in 1972, has an overarching goal “to prevent the inherent harm in an uncoordinated and piecemeal development of the state’s shorelines.” The SMA requires local government to develop Shoreline Master Programs which give preference to uses which:

1. Recognize and protect the statewide interest over local interest;
2. Preserve the natural character of the shoreline;
3. Result in long term over short term benefit;
4. Protect the resources and ecology of the shoreline;
5. Increase public access to publicly owned areas of the shorelines;
6. Increase recreational opportunities for the public in the shoreline;
7. Provide for any other element as defined in RCW 90.58.100 deemed appropriate or necessary.

Shoreline Master Programs (SMPs) are local land-use policies and regulations that guide use of Washington shorelines, SMPs apply to both public and private uses. Their main goals are to protect natural resources, provide public access to public waters and shores, and plan for water dependent uses. The Washington State Department of Ecology assists cities in developing and updating their SMPs.

For this locally initiated aquaculture amendment to the City of Spokane’s SMP a joint review process is being utilized to streamline the adoption process for amending the SMP. A joint review process requires that a joint hearing be conducted with a Department of Ecology representative and a 30-day public comment period be had to collect and respond to community concern. Following the 30-day comment period and after responding to those comments the Department of Ecology will make a determination of consistency prior to City Council action.

The proposed amendment to the SMP as read in Exhibit A, making aquaculture a permitted use in the Urban Conservancy Environment and the Natural Environment shoreline designations in the Latah Creek shoreline district, comes as a response

to the proposed fish rearing facility by the Coeur d'Alene Tribe. This project was added to Plan Commissions work plan on June 5, 2023 by Resolution 2023-0041. A project description provided by the Tribe can be reviewed in Exhibit B.

III. PROCESS

DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City's Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

Role of the City Plan Commission

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

Role of City Council

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission's recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

COMMUNITY ENGAGEMENT

Project webpage	May 2023 – Present
Plan Commission workshop	July 12, 2023
Notice of Intent to adopt & SEPA checklist request for comments	June 14, 2023 – June 28, 2023
SEPA DNS (determination of non-significance) issued	July 10, 2023
Ecology 30-day comment period	July 21, 2023 – August 21, 2023
Plan Commission Public Hearing	July 26, 2023

SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit C** for the SEPA Determination of Non-significance issued on July 10, 2023.

COMMENTS RECEIVED

- Two letters from the Spokane Tribe of Indians Tribal Historic Preservation Officer were received recommending a case-by-case review at time of project permit application, noting that at time of project application there may be a requirement for cultural surveys or monitoring.
- A letter of support from the Citizen Action for Latah Valley was received.

Letters are available in Exhibit D.

IV. ANALYSIS

PROPOSAL DESCRIPTION

Current SMP policy states that aquaculture activities are not in use nor are they anticipated, and should they become relevant, the SMP and other applicable development regulations will be amended. The Coeur d'Alene Tribe has proposed a fish rearing facility along the Latah Creek shoreline and therefore it is reasonably assumed that there is demand for aquaculture uses in the City.

This proposal will amend the definition of Residential Agriculture SMC 17C.190.500, the aquaculture section of the SMP SMC 17E.060.470, and the shoreline primary use table located in SMC 17E.060.690.

Aquaculture Uses

The proposed amendments to SMC 17C.190.500, 17E.060.470, and 17E.060.690 (Exhibit A) are necessary for allowing fish rearing facilities in the Urban Conservancy and Natural Environment shoreline designations in the Latah Creek shoreline district. A definition, goals, and policies from the City's Comprehensive Plan related to environment designations can be reviewed in Exhibit E. The proposed amendments align the definition of Residential Agriculture zoning, and the aquaculture uses to ensure that compatibility with use types is achieved. The proposed amendments to the aquaculture and primary use sections of the SMP ensure that the protection of statewide and local interests are maintained while ensuring projects are not overburdened with regulations.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following the complete list. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G). Excerpts of the applicable goals and policies, and their Comprehensive Plan discussion points, are contained in **Exhibit E**.

17G.025.010(G) Approval criteria

1. **The proposed amendment is consistent with the applicable provisions of the comprehensive plan.**

Staff Analysis: The proposed amendments to the SMP are consistent with the City of Spokane's Comprehensive Plan, Chapter 14: Shorelines. The following policies are cited in support:

Chapter 14: SMP 1.1 Coordinated Planning

Chapter 14: SMP 1.6 Policy Priorities

Chapter 14: SMP 4.1 Preservation of Natural Resources

Chapter 14: SMP 7.1 Cooperation and Consultation

Chapter 14: SMP 10.2 Native Plant Restoration

Chapter 14: SMP 11.37 Open Space and Wildlife Habitat Preservation

Chapter 14: SMP 11.52 Protection of Ecosystem-Wide Processes

2. **The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.**

Staff Analysis: The SMP is tasked with protecting the ecological integrity, access, and prioritizing water-based uses of the shoreline. The proposed amendments allowing aquaculture are in-line with the goals of the State through the SMA and the City's goals through the SMP and Chapter 14 of the City's Comprehensive Plan. The prioritization of public access and environmental protection bears a substantial relation to public health, safety, welfare, and protection of the environment, and the proposed amendments bolster those priorities.

V. DISCUSSION

The proposed text amendments will permit aquaculture to be an allowed use in the City of Spokane leading to more salmonid restoration projects and will assist in bringing salmon back to the Spokane River. The proposed text amendments do not anticipate all potential aquaculture uses. Should a use be proposed that does not currently meet the policies, goals, and development regulations of the SMP, changes will be considered as appropriate.

At their workshop on July 12, 2023 Plan Commission indicated that they would like to review the shoreline environment designations. The shoreline environment designations and their policies, goals, and definitions can be reviewed in Exhibit E. The City's shoreline goals and policies can be reviewed in Chapter 14: Shorelines of the [Comprehensive Plan](#).

VI. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

VII. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested text amendments to the SMP and Use Category Definition and recommends that the Plan Commission adopt the facts and findings of the staff report.

VIII. LIST OF EXHIBITS

- A. Proposed text amendments to the SMP and Use Category Descriptions
- B. Coeur d'Alene Tribe Salmonid Aquaculture Facility Overview
- C. SEPA DNS
- D. Comment Letters
- E. Comprehensive Plan Goals & Policies

EXHIBIT A

[Title 17C](#) Land Use Standards

[Chapter 17C.190](#) Use Category Descriptions

Article VI. Other Categories

[Section 17C.190.500](#) Agriculture

A. Characteristics.

Agriculture includes activities that raise, produce or keep plants or animals.

B. Accessory Uses.

Accessory uses include dwellings for proprietors and employees of the use and animal training.

C. Examples.

Examples include breeding or raising of fowl or other animals; dairy farms; stables; riding academies; [fish rearing facilities](#); kennels or other animal boarding places; farming, truck gardening, forestry, tree farming; and wholesale plant nurseries.

D. Exceptions.

1. Processing of animal or plant products, including milk, and feed lots are classified as Manufacturing and Production.
2. Livestock auctions are classified as Wholesale Sales.
3. Sale of products produced on site is permitted; provided, that structures for this purpose are limited to five hundred square feet of total floor area per site.
- [4.](#) Plant nurseries that are oriented to retail sales are classified as Retail Sales and Service.
- [4-5.](#) [Fish rearing facilities are only permitted in accordance with SMC 17E.060.470.](#)

Date Passed: Tuesday, May 31, 2005

Effective Date: Wednesday, July 6, 2005

ORD C33636 Section 3

Section 17E.060.470 Aquaculture

~~Aquaculture activities are presently not in use, nor are they an anticipated activity within the shoreline jurisdiction. Therefore, these activities are not applicable to the City of Spokane. If the City should determine in the future that aquaculture will be allowed in the shoreline jurisdiction, regulations will be established by amendment to the SMP and to all other applicable City of Spokane development regulations.~~

A. Definition

Aquaculture means the rearing or farming of fish, shellfish, or other aquatic plants and animals and may include accessory uses. Examples of accessory uses include, but are not limited to: pump houses, office space, on-site staff housing, maintenance buildings, storage buildings, equipment sheds, and aquaculture research and diagnostics laboratories.

B. Aquaculture is allowed for the purpose of enhancing or restoring salmonid populations and fisheries, for enhancing or restoring native aquatic plants, for educational purposes, or for sport harvest and sustenance purposes.

C. Aquaculture is limited to the Urban Conservancy Environment and Natural Environment environmental designation and the Latah Creek shoreline district.

D. Aquaculture is not permitted in areas where it would result in a net loss of ecological functions, adversely impact aquatic macroinvertebrates, or significantly conflict with navigation and other water-dependent uses.

E. Aquaculture facilities should be designed and located so as not to spread disease to native aquatic life, establish new nonnative species which cause significant ecological impacts, or significantly impact the aesthetic qualities of the shoreline.

Date Passed: Monday, November 3, 2008

Effective Date: Monday, July 26, 2010

ORD C34326 Section 2

Section 17E.060.690 Shoreline Primary Use

- A. In addition to this section, shoreline uses are subject to the regulations in Article V, Part I, General Requirements for Shoreline Use.
- B. Refer to [SMC 17E.060.300](#) for uses and activities that are exempt from obtaining a shoreline substantial development permit. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these Shoreline Regulations, or from any other regulatory requirements. To be authorized, all uses and activities must be consistent with the policies and regulations of the entire SMP and the Act.
- C. To be permitted in the Shoreline Jurisdiction, a use must be permitted in both the shoreline environment and the underlying zone in which it is located.
- D. Uses not listed in Table 17E.060-4 or Title 17C may only be authorized as a conditional use.
- E. Legend for Table 17E.060-4:

1. Permitted Uses – “P”

Uses permitted are listed in Table 17E.060-4 with a “P”. These uses are allowed if they comply with the development standards of these Shoreline Regulations and Title 17C. A shoreline substantial development permit or an exemption from such permit is required, pursuant to [SMC 17E.060.290](#) and [SMC 17E.060.300](#).

2. Limited Uses – “L”

Uses allowed that are subject to limitations are listed in Table 17E.060-4 with an “L”. These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards of these Shoreline Regulations and title 17C SMC. A shoreline substantial development permit or an exemption from such permit is required.

3. Conditional Uses – “CU”

Uses that are allowed if approved through the shoreline conditional use review process are listed in Table 17E.06-4 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards of these Shoreline Regulations and Title 17C. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote.

4. Uses Not Permitted – “N”

Uses listed in Table 17E.060-4 with an “N” are not permitted. Existing uses in categories listed as not permitted are subject to the standards in Chapter 17C.210 SMC, Land Use Standards Non Conforming Situations, and [SMC 17E.060.380](#), Nonconforming Structures and Uses.

Over-water or underwater utility crossings	CU	CU	CU	CU	CU	CU
New bridges solely for pipelines	N	N	N	N	N	N
Facilities which constitute the final termination or destination of a transmission line	N	N	N	N	N	N
Expansions or upgrades of existing wastewater treatment plant facilities and accessory uses	N	N	N	N	N	CU
New wastewater treatment plant facilities and pumping stations	N	N	N	N	N	L[2]/CU
New wastewater treatment outfall infrastructure	CU	CU	CU	CU	CU	P
New wireless communication support tower	N	N	N	N	N	N
Commercial Development						
Water-dependent commercial uses	N	P	N	P	P	N
Water-related commercial uses	N	P	N	P	P	N
Water-enjoyment commercial uses	N	P	N	P	P	N
Non-water-oriented commercial uses	N	L[3]	N	L[3]	L[3]	N
Forest Practices						
Forest practices	N	N	N	N	N	N
Industrial Development						

Water-dependent industrial uses	N	CU	N	CU	CU	N
Water-related industrial uses	N	CU	N	CU	CU	N
Non-water-oriented industrial uses	N	L[4]/CU	N	L[4]/CU	L[4]/CU	N
High-impact industrial uses	N	N	N	N	N	N
Institutional						
Water-dependent institutional	CU	CU	CU	CU	CU	N
Water-related institutional	CU	CU	CU	CU	CU	N
Water-enjoyment institutional	CU	CU	CU	CU	CU	CU
Non-water-oriented institutional	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	N
In-stream Structures						
In-stream structures	L[6]/CU	CU	CU	CU	CU	CU
Mining						
Mining	N	N	N	N	N	N
Recreational Development						
Water-dependent recreational	CU	CU	CU	CU	CU	N
Water-related recreation	CU	CU	CU	CU	CU	CU
Water-enjoyment recreation	L[7]/CU	CU	CU	CU	CU	CU
Non-water-oriented recreation	N	CU	CU	CU	CU	N
Residential Development						

Single-family residences	CU	P	P	P	P	N
Two-family residences	N	P	P	P	P	N
Three-family residences	N	P	P	P	P	N
Multi-family residences (4 or more dwelling units)	N	CU	CU	CU	CU	N
Accessory dwelling unit (ADU)	CU	P	P	P	P	N
Detached accessory structures	CU	P	P	P	P	N
Group living	N	CU	CU	CU	CU	N
Subdivision						
All subdivisions (including binding site plans)	L[8]/CU	CU	CU	CU	CU	N
Parking						
Commercial parking or parking facility as primary use	N	N	N	N	N	N
Parking, accessory to a permitted use	P	P	P	P	P	P
Transportation						
New streets or street expansions that are part of the City of Spokane designated regional arterial network	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU
New local access streets or street expansions serving permitted shoreline uses	L[10]/CU	L[10]	L[10]	L[10]	L[10]	L[10]
Pedestrian and bicycle linkages to existing or	L[11]/CU	P	P	P	P	P

planned transportation networks						
Maintenance roads, accessory to a permitted use	P	P	P	P	P	P
Railroads and Rail Corridors						
New rail lines	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU
Expansion of existing rail lines	P	P	P	P	P	P

Date Passed: Monday, April 19, 2021

Effective Date: Sunday, May 23, 2021

ORD C36034 Section 8

EXHIBIT B

Coeur d'Alene Tribe

Salmonid Aquaculture Facility Overview



Primary Contacts:

Thomas Biladeau, Anadromous Division Lead

thomas.biladeau@cdatribe-nsn.gov

(208)686-6307

Ralph Allan Jr., Fish & Wildlife Program Manager

ralph.allan@cdatribe-nsn.gov

(208)686-6307

Background

The Coeur d'Alene Tribe, in partnership with the Spokane Tribe of Indians, the Confederated Tribes of the Colville Reservation, the Upper Columbia United Tribes and the State of Washington, are implementing a large-scale feasibility study for reintroduction of Chinook and Sockeye salmon into blocked habitats of the Upper Columbia River. These studies require a consistent supply of hatchery-reared juvenile salmon, of which are acclimated to and released into waters within the study area. The proposed facility will serve as the primary aquaculture program for support of the feasibility studies.

Scope of Work

The project will be located on Coeur d'Alene Tribe property at the physical address of 3515 S. Inland Empire Way, Spokane, Washington 99224, parcel #25361. Ground water will be the primary source of water provided by three (3) production wells located on the parcel, as well as a limited amount of surface water from the adjacent stream. Maximum sustained production of ground water for facility use is dependent on production rates and recharge, of which are currently being evaluated. Surface water use from Hangman Creek is estimated to be 500 gallons per minute (1.11 cfs). Treatment of all incoming surface water will incorporate at minimum UV sterilization and fine sediment filtration. Surface water availability will be intermittent and unreliable. Periods of flashy runoff during the winter and early spring will restrict water withdrawals, as will periods of base flows in the late summer and early fall. Water use for the facility is intended to be non-consumptive, and returned to the source after passing through the facility. Effluent treatment will adhere to Washington Department of Ecology standards.

Property Description

Total size of the property is 47 acres, of which 19 acres are identified for construction. Construction within the stream or riparian protection zones will be avoided. All buildings, with the exception of a 10' X 20' storage shop have been demolished and removed from the property. There are currently no municipal water or sewer services on the property, although the Coeur d'Alene Tribe is open to the option of hooking up to Spokane city water and sewer for municipal use.

Fish Production Goals

The Coeur d'Alene Tribe is proposing a facility that can sustain a maximum of the following fish on station at any given time. We understand water availability and rearing densities will dictate production at the facility. Therefore, the list below is ranked by priority.

1. 75,000 yearling Chinook salmon up to 20 fish per pound
2. 175,000 eyed eggs/subyearling Chinook salmon up to 50 fish per pound
3. 60,000 eyed eggs/subyearling Sockeye salmon up to 50 fish per pound
4. 150 adult salmon short-term holding facilities

These fish will require a separate water supply and treatment to minimize cross contamination and pathogen spread throughout the facility. The facility should include separate rooms or buildings with bio-control measures for each of the three (3) juvenile salmon aquaculture programs identified above, and a separate outdoor facility to hold adult salmon.

EXHIBIT C



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Shoreline Master Program Aquaculture Update (non-project)

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: This proposal will amend the Shoreline Master Program (SMP) of the Spokane Municipal Code (SMC) 17E.060.470 and 17E.060.690 to allow aquaculture uses. The proposal will also amend the Use Category Description for Agriculture under SMC 17C.190.500 to align with the changes to the SMP. The exact amendments to the code will be available online at the following address: my.spokanecity.org/aquacultureupdate.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact

LEAD AGENCY: City of Spokane


DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 4:00 p.m. on July 26, 2023 if they are intended to alter the DNS.**

Responsible Official: Spencer Gardner **Position/Title:** Director, Planning Services

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

Date Issued: July 10, 2023 **Signature:** 

APPEAL OF THIS DETERMINATION

After a determination has become final, appeal may be made to:

Responsible Official: City of Spokane Hearing Examiner

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Email: hearingexaminer@spokanecity.org **Phone:** 509-625-6010

Deadline: 21 days from the date of the signed DNS
12:00 p.m. on July 31, 2023



The appeal must be on forms provided by the Responsible Official, and make specific factual objections. Appeals must be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

SEPA City Nonproject DNS SMP Aquaculture Update

Final Audit Report

2023-07-10

Created:	2023-07-10
By:	Tyler Kimbrell (tkimbrell@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO8vCE-MldpcYZY4YN1wRVJMrSuRgMVFm

"SEPA City Nonproject DNS SMP Aquaculture Update" History



-  Document created by Tyler Kimbrell (tkimbrell@spokanecity.org)
2023-07-10 - 7:52:46 PM GMT
-  Document emailed to Spencer Gardner (sgardner@spokanecity.org) for signature
2023-07-10 - 7:53:09 PM GMT
-  Email viewed by Spencer Gardner (sgardner@spokanecity.org)
2023-07-10 - 8:18:30 PM GMT
-  Document e-signed by Spencer Gardner (sgardner@spokanecity.org)
Signature Date: 2023-07-10 - 8:18:38 PM GMT - Time Source: server
-  Agreement completed.
2023-07-10 - 8:18:38 PM GMT

EXHIBIT D



July 14, 2023

RE: Support for lower Hangman Creek fish hatchery project of the Coeur d'Alene Tribe

Dear Planning Commission members,

The organizers and supporters of Citizen Action for Latah Valley can not think of a more worthy project to support that reflects the values of this area of Spokane as well demonstrates a mindset of preservation through action than the Coeur d'Alene Tribe's proposal to establish a fish hatchery along the lower Hangman Creek. It rings even more resonance when you hold that the land of which the hatchery would be located was part of the tribe's traditional stewardship at a time when the salmon could run freely in the greater Spokane River watershed.

The Latah Valley is a very special place that possesses many unique attributes. The layers of geologic and human history are vast and complex along with the current reality of the Hangman Creek corridor being a vital and vibrant wildlife corridor for dozens of animal species. The lineage and investment of working the soil to produce food is also a special thing about this area. The opportunity to enhance and perhaps become a catalyst for evolving the overall health of the Latah Valley through the reintroduction of salmon is just what the area needs and deserves.

The Latah Valley is under tremendous pressure through both the decisions of the past, present, and future regarding retail and housing development. Neglected infrastructure advancements, lack of financial management for needed infrastructure, and no current leadership or vision for the Latah Valley leave the area vulnerable to the erosion of quality of life along with the erosion of the physical health of the land and water. The supporters of CALV recognize not only the needs of the human population for this area but of the place itself, Hangman Creek included, must be protected for its own sake and for the enjoyment and other interests of people.

Thankfully there are others besides the Coeur d'Alene Tribe who also see this including Spokane's Parks and Recreation. They have a vision for the area through their recently adopted master plan which includes the preservation of wildlands. Having the Coeur d'Alene Tribe operate their fish hatchery facility is very much in alignment to what Parks and others have in mind when it comes to conservation and ecological improvements in the Latah Valley.

Citizen Action for Latah Valley looks forward to supporting and participating however we can with making the tribe's salmon reintroduction into Hangman Creek a success.

In Solidarity,

Molly, Adam, and Kai

Leadership - Citizen Action for Latah Valley



**Spokane Tribe of Indians
Tribal Historic Preservation Officer**

P.O Box 100 Wellpinit WA 99040

June 26, 2023

To: Tyler Kimbrell, Planner

RE: Notice of Intent to Adopt Changes to the Shoreline Master Program

Mr. Kimbrell,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project. The intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

As you know that the Spokane Tribe use of these area's was extensive in years prior to arrival of euro- Americans clearly the Spokane area was a great place of cultural and economic importance to our tribe.

Recommendation: Case by Case review on each project and may require cultural surveys or monitoring.

Should additional information become available or scope of work change our assessment may be revised.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4222.

Regards,

Randy Abrahamson
Tribal Historic Preservation Officer (T.H.P.O.)



**Spokane Tribe of Indians
Tribal Historic Preservation Officer**

P.O Box 100 Wellpinit WA 99040

July 13, 2023

To: Jackie Churchill, Planning & Economic Development

RE: Shoreline Master program Aquaculture Aquaculture Amendment

Ms. Churchill,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project. The intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

As you know that the Spokane Tribe use of these area's was extensive in years prior to arrival of euro- Americans clearly the Spokane area was a great place of cultural and economic importance to our tribe.

Recommendation: Case by Case review on each project and may require cultural surveys or monitoring.

Should additional information become available or scope of work change our assessment may be revised.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4222.

Regards,

Randy Abrahamson
Tribal Historic Preservation Officer (T.H.P.O.)

EXHIBIT E

SHORELINE MASTER PROGRAM AQUACULTURE UPDATE

EXHIBIT E: COMPREHENSIVE PLAN GOALS AND SHORELINE ENVIRONMENT DESIGNATIONS

SMP 1.1 Coordinated Planning - Coordinate shoreline planning between the City of Spokane, agencies with jurisdiction, adjoining jurisdictions, the State of Washington, and the State of Idaho into which the river basin extends.

SMP 1.6 Policy Priorities - Give preference to those shoreline activities which fulfill long range Comprehensive Plan goals and the Shoreline Management Act policy priorities

SMP 4.1 Preservation of Natural Resources - Preserve and properly utilize the natural resources of the shorelines, including scenic vistas, aesthetics, vegetation, and vital estuarine areas for fisheries and wildlife protection.

SMP 7.1 Cooperation and Consultation - Ensure constant cooperation and consultation with affected agencies, tribes, and the City of Spokane Historic Preservation Department for projects that could potentially impact cultural and historical resources.

SMP 10.2 Native Plant Restoration - Maintain and restore native plant communities within the Shoreline Jurisdiction

SMP 11.37 Open Space and Wildlife Habitat Preservation - Encourage new development to contribute to the creation or preservation of open space and/or fish and wildlife habitat along the shorelines of the Spokane River and Latah Creek through the use of tools such as conservation futures, conservation easements, transferable development rights, and planned unit developments.

SMP 11.52 Protection of Ecosystem-Wide Processes – Provide for the protection of preservation of ecosystem-wide processes, ecological functions, and cultural resources, including but not limited to, fish and fish passage, wildlife and water resources, shoreline critical areas, hydrogeological processes, and natural scenic vistas when siting in-stream structures.

NATURAL ENVIRONMENT (NE)

Purpose

The purpose of the "natural" environment is to protect shoreline areas that are relatively free of human influence or that include intact or minimally degraded shoreline functions intolerant of human use. This environment allows only very low intensity uses in order to maintain the ecological functions and ecosystem-wide processes.

Designation Criteria

Assign a "natural" environment designation to shoreline areas if any of the following characteristics apply:

- the shoreline is ecologically intact and therefore currently performing an important, irreplaceable function or ecosystem-wide process that would be damaged by human activity;
- the shoreline is considered to represent ecosystems and geologic types that are of particular scientific and educational interest; or
- the shoreline is unable to support new development or uses without significant adverse impacts to ecological functions or risk to human safety.

This designation delineates those shoreline areas that provide valuable functions for the larger aquatic and terrestrial environments that are sensitive to human development. Such shoreline areas include largely undisturbed portions of shoreline areas such as wetlands, unstable bluffs, and ecologically intact shoreline habitats. Ecologically intact shorelines can include both large (covering multiple properties) and small (within one property) areas which retain the majority of their natural shoreline functions. Generally, these are free of structural shoreline modification, structures, and intensive uses, and can include forested areas which have native vegetation, diverse plant communities, and large woody debris.

Management Policies

1. Give preference to uses that would not substantially degrade the ecological functions or natural character of the shoreline area.
2. Prohibit the following new uses in the shoreline area:
 - commercial,
 - industrial,
 - non-water oriented recreation, and
 - Roads, utility corridors, and parking areas that can be feasibly located outside of "natural" designated shorelines.
3. Allow, as a conditional use, single-family residential development, provided the density and intensity of such use is limited as necessary to protect ecological functions and be consistent with the purpose of the environment.
4. Consider allowing very low intensity agricultural uses when such use is subject to appropriate limitations or conditions to assure the use does not expand or alter practices in a manner inconsistent with the purpose of this designation.
5. Allow scientific, historical, cultural, educational research uses, and low intensity water-oriented uses, provided that no significant ecological impact on the area will result.

6. Prohibit new development or significant vegetation removal which would reduce the capability of vegetation to perform normal ecological functions.
7. Prohibit the subdivision of property in a configuration that, to achieve its intended purpose, will require significant vegetation removal or shoreline modification that adversely impacts ecological functions.

URBAN CONSERVANCY ENVIRONMENT (UCE)

Purpose

The purpose of the "urban conservancy" environment is to protect and restore ecological functions of open space, flood plain and other sensitive lands where they exist in urban and developed settings, while allowing a variety of compatible uses.

Designation Criteria

Assign an "urban conservancy" environment designation to shoreline areas appropriate and planned for development that is compatible with maintaining or restoring the ecological functions of the area and that are not generally suitable for water-dependent uses if any of the following characteristics apply:

- they are suitable for water-related or water-enjoyment uses;
- they are open space, flood plain or other sensitive areas that should not be more intensively developed;
- they have potential for ecological restoration;
- they retain important ecological functions, even though partially developed; or
- they have the potential for development that is compatible with ecological restoration.

Management Policies

1. Allow shoreline uses in the "urban conservancy" environment as follows:
 - Water-oriented uses should be given priority over non-water-oriented uses.
 - Primary allowed uses are those that preserve the natural character of the area or promote preservation of open space, flood plain, or sensitive lands either directly or over the long term.
 - Uses that result in restoration of ecological functions should be allowed if the use is otherwise compatible with the purpose of the urban conservancy environment and setting.
2. Establish standards for shoreline stabilization measures, vegetation conservation, water quality and shoreline modifications that ensure that new development does not result in a net loss of shoreline ecological functions or further degrade other shoreline values.
3. Implement, when feasible, public access and public recreation objectives if significant ecological impacts can be mitigated.

SHORELINE RESIDENTIAL ENVIRONMENT (SRE)

Purpose

The "shoreline residential" environment is designed to accommodate existing, small lot residential development and accessory structures. The shoreline residential environment may also provide appropriate public access and recreational uses.

Designation Criteria

Assign a "shoreline residential" environment designation to shoreline areas if they are predominantly small-lot single-family or multi-family residential development or are planned and platted for such residential development.

Management Policies

1. Provide consistent and integrative regulatory standards that assure no net loss of ecological functions and that take into account the environmental limitations and sensitivity of the shoreline area, the level of infrastructure and services available, and other comprehensive planning considerations.
2. Provide public access and joint use for community recreational facilities in multi-family residential development, multi-lot residential development, and recreational developments.
3. Provide for adequate access, utilities, and public services to serve existing needs and planned future development.

LIMITED URBAN ENVIRONMENT (LUE)

Purpose

The purpose of the "limited urban" environment is to accommodate a range and mixture of water-oriented residential, commercial, and institutional uses at moderate intensity and density levels, while protecting existing ecological functions and restoring ecological functions in areas that have been previously degraded. Water dependent utilities and industrial uses are also accommodated. In addition, this designation provides for appropriate physical and visual public access and recreation uses. This environment is suitable for residential development, while allowing for non-residential uses with height limitations and at a significantly lower scale of intensity than is found in the Intensive Urban Environment. This environment is intended for development that creates a unique urban waterfront environment, enhances aesthetic appeal, provides public access, and allows compatible uses.

Designation Criteria

Assign a "limited urban" environment designation to shoreline areas that are intended to accommodate further urban growth and infill development and that are appropriate for a mix of water-oriented residential, institutional, and limited commercial uses. Water-dependent utility and industrial uses may be accommodated. This environment may include a range and mix of uses similar to those found in the Intensive Urban Environment, but at a significantly lower scale of intensity. This environmental designation may serve as a transition between higher intensity and lower intensity environmental designations.

Management Policies

1. Prioritize shoreline uses in the "limited urban" environment as follows:
 - First priority should be given to water-dependent uses.
 - Second priority should be given to water-related and water-enjoyment uses.
2. Non-water oriented uses may also be allowed in limited situations where they do not conflict with or limit opportunities for water-oriented uses or on sites where there is no direct access to the shoreline. Such

specific situations should be identified in a shoreline use analysis or special area planning as identified in WAC 173-26-200.

3. Essential public facility uses, such as utilities, should be allowed only if water dependent or necessitated by economic feasibility or functionality requirements and adequate land is not available in the urban intensive environment designated areas.
4. Provide consistent and integrative regulatory standards that assure no net loss of ecological functions or processes.
5. Ensure that essential public facilities, such as utilities, are designed to the level of lowest impact and least disruption to the physical and visual environment whether above or below ground.
6. Provide public access and joint use for community recreational facilities in multi-family residential development, multi-lot residential development, and recreational developments.
7. Provide for adequate access, utilities, and public services to serve existing needs and planned future development.
8. Consider the potential for displacement of non-water oriented uses with water-oriented uses when analyzing full utilization of urban waterfronts and before considering expansion of such areas.
9. Assure no net loss of shoreline ecological functions as a result of new development, and where applicable, require that new development include environmental cleanup and restoration of the shoreline to comply with state and federal law.
10. Encourage the preservation and restoration of the natural character of the shoreline area.
11. Require, where feasible, visual and physical public access to the river in public and private development or redevelopment within the shoreline area.
12. Promote aesthetic considerations through the development of sign control regulations, appropriate development siting, screening, architectural standards, and maintenance of vegetative buffers.

INTENSIVE URBAN ENVIRONMENT (IUE)

Purpose

The purpose of the “intensive urban” environment is to ensure optimum, intensive public utilization of shorelines by providing high-intensity public use and managing development so that it enhances and maintains the shorelines for a variety of urban uses. Existing ecological functions within the shoreline area must be protected, and areas that have been previously degraded must be restored. Urban use of shorelines in this environment should be limited to water-oriented uses in developed areas with adequate building setbacks from the top of the riverbanks. Priority will be given to public access, both visual and physical. Pedestrian paths and cycle paths should connect to access points. Public ownership of land should be maintained and expanded along both riverbanks.

Designation Criteria

Assign the “intensive urban” environment designation to shoreline areas at the heart of the city that are appropriate and planned for a multiplicity of high-intensity water oriented urban, residential, commercial, office, and industrial land uses. The density and intensity of uses within this environment are balanced with a mix of open space and recreational and cultural facilities.

Management Policies

1. Prioritize shoreline uses in the “intensive urban” environment as follows:

- First priority should be given to water-dependent uses.
 - Second priority should be given to water-related and water-enjoyment uses.
 - Non-water oriented uses should not be allowed except as part of mixed use (water-dependent, water-related, and/or water-enjoyment) developments.
 - Non-water oriented uses may also be allowed in limited situations where they do not conflict with or limit opportunities for water-oriented uses or on sites where there is no direct access to the shoreline. Such specific situations should be identified in a shoreline use analysis or special area planning.
2. Encourage full utilization of shoreline areas within the existing intensive urban environment before allowing further expansion of the environment boundaries.
 3. Consider the potential for displacement of non-water oriented uses with water-oriented uses when analyzing full utilization of urban waterfronts and before considering expansion of such areas.
 4. Encourage the redevelopment of degraded or poorly used intensive urban shoreline areas to accommodate future water-oriented uses.
 5. Assure no net loss of shoreline ecological functions as a result of new development, and where applicable, require that new development include environmental cleanup and restoration of the shoreline to comply with state and federal law.
 6. Require, where feasible, visual and physical public access to the river in public and private development or redevelopment within the shoreline area.
 7. Promote aesthetic considerations through the development of sign control regulations, appropriate development siting, screening, architectural standards, and maintenance of vegetative buffers.
 8. Retain and enhance the unique ecological and geologic features of the river, falls, banks, and limited adjacent greenbelt throughout the environment.
 8. Retain and enhance the unique ecological and geologic features of the river, falls, banks, and limited adjacent greenbelt throughout the environment.

WASTEWATER TREATMENT PLANT ENVIRONMENT (WTPE)

Purpose

The purpose of the “wastewater treatment plant” environment is to create a unique designation that specifically corresponds with and addresses wastewater treatment plants. This designation focuses on providing this essential public facility while at the same time addressing the concerns of mitigation measures, aesthetic enhancements, location, and restoration opportunities.

Designation Criteria

This designation applies to Wastewater Treatment Plant properties within the Shoreline Jurisdiction.

Management Policies

1. Ensure the plant is meeting all applicable federal, state, and local standards for emissions and pollutants.
2. Assure no net loss of shoreline ecological functions as a result of Wastewater Treatment Plant improvements or expansion.
3. Mitigate aesthetic impacts to the surrounding environment through low impact design and, as much as feasible, restoration of the natural character of the shoreline area.
4. Allow expansion and major upgrades of the plant within the Shoreline Jurisdiction by conditional use only.

5. Locate future Wastewater Treatment Plant facilities, including pumping stations, outside of the Shoreline Jurisdiction, with the exception of outfall infrastructure, unless no other feasible option is available.
6. Re-designate a Wastewater Treatment Plant Environment to its surrounding designation(s) should the plant relocate.
7. Require improvements to and mitigation of the aesthetic aspects of the plant, including landscaping and odor reduction.



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September 14, 2023

Tirrell Black
Planning & Economic Development
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

SENT VIA EMAIL (tblack@spokanecity.org)

RE: Shoreline Master Program Amendment – Aquaculture Update

Dear Ms. Black:

This letter is submitted on behalf of the Upper Columbia United Tribes (“UCUT”) on the City of Spokane’s Shoreline Master Program Amendment – Aquaculture Update. UCUT is comprised of the Coeur d’Alene Tribe, Colville Confederated Tribes, Kalispel Tribe, Kootenai Tribe of Idaho, and the Spokane Tribe. Our common mission is to work together as the UCUT on issues of common concern for the betterment of the tribes, resources upon which the tribes depend, and for the benefit of all.

In 2015, the Columbia Basin Tribes and First Nations (“CBTFN”) finalized the Joint Paper “Fish Passage and Reintroduction into the U.S. and Canadian Upper Columbia Basin” (CBTFN 2015). The Joint Paper describes a four phased approach to guide the development of fish passage and reintroduction efforts upstream of Chief Joseph and Grand Coulee dams. An initial draft of the phased approach was refined and adopted by the Northwest Power and Conservation Council (“NPCC”) in the 2014 Columbia River Basin Fish and Wildlife Program (NPCC 2014) prior to the finalization and publication of the Joint Paper.

In 2019, UCUT completed Phase 1 and published its findings (UCUT 2019). Phase 1 studies consisted of a reintroduction risk and donor stock assessment, multiple assessments of habitat availability and suitability, an evaluation of fish passage technologies at high-head dams, Grand Coulee and Chief Joseph dams’ operations and configurations, and life cycle modeling. Results from these studies indicate reintroduction of salmon to the blocked area could result in the production of 76,000 adult Sockeye salmon and 44,000 adult summer/fall Chinook given current habitat conditions, available stocks of fish and with the construction of effective fish passage systems at existing dams.

Following publication of the Phase 1 Report it was reviewed by the NPCC’s Independent Scientific Advisory Board (ISAB; ISAB 2019). The ISAB found it reasonable that salmon reintroduction to blocked areas could be successful but noted that there is considerable

uncertainty around dam passage and reservoir survival, the resulting number of adult salmon that will return, and the type of management required to sustain them. They suggested that a strategic implementation plan with an adaptive management process is needed to address uncertainties.

This Phase 2 implementation plan (“P2IP”) describes research needed to resolve Phase 1 uncertainties and the tools that will be used to guide management actions and evaluate their success. A key objective of the P2IP includes the development of hatchery and passage facilities required to evaluate reintroduction.

Facilities, such as that which could be developed by the Coeur d’Alene Tribe on its Hangman Creek property, are a key component of achieving the objectives of the P2IP. Accordingly, UCUT supports partnerships with local governments that may assist implementation of the P2IP and efforts of local governments to reduce regulatory impediments to these efforts, including as proposed here, revision of local land use regulations.

For these reasons, UCUT supports the efforts of the City to amend its Shoreline Master Program and appreciates the leadership of the City in working with the Coeur d’Alene Tribe to assist in reintroduction of salmon to the Spokane River.

If you desire more information, or require clarification, please contact me at dr@ucut-nsn.org; or 509-954-7631.

Sincerely,



Donald R Michel
Executive Director