

## CITY OF SPOKANE



### REGARDING CITY COUNCIL 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 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 March 11, 2024, meetings is below. All meetings will 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 March 11, 2024:**

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: 249 729 59401; 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 beginning at 5:00 p.m. on Friday, March 8, 2024, and ending at 6:00 p.m. on Monday, March 11, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on March 11, 2024. You must sign up by 6:00 p.m. to be called on to testify. (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 not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

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

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m.
- B. Members of the public can sign up for open forum beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2@spokanecity.org](mailto:citycouncil2@spokanecity.org). **To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.** Individuals speaking during open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings). 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.
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

**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, hearing items, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted. **To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.**
- 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 or city officials (including members of city boards and commissions) 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 policy advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.
- J. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal

Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.

- K. Members of the public may photograph or film council proceedings subject to the limitations in this rule. No flash photography or other lighting is permitted. Except during portions of the meeting council meeting involving presentation of awards, proclamations, salutations or other commemorative events, all photography and filming shall be conducted from the areas of Council Chambers or meeting room set aside for members of the media, and no photography or filming shall be permitted from center or side aisles or from the seating area, as such activity may disrupt the ability of the public to view the council meeting. Individuals violating this rule may be subject to removal pursuant to Rule 2.13. This rule does not prohibit individuals from recording the meeting with audio equipment that does not disrupt the orderly conduct of the meeting.

## **Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2spokanecity.org](mailto:citycouncil2spokanecity.org).
- H. In addition to in-person or remote verbal testimony, 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.<sup>1</sup>

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<sup>1</sup> <https://my.spokanecity.org/citycouncil/members/>

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 11, 2024

### **MISSION STATEMENT**

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

**MAYOR LISA BROWN**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER PAUL DILLON**

**COUNCIL MEMBER LILI NAVARRETE**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KITTY KLITZKE**

**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. 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 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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/citycouncil/documents/>.

# **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)**

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# **EXECUTIVE SESSION**

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

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# **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)



## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Spokane Public Library Board of Trustees: One Appointment	Confirm	CPR 1981-0400
Lodging Tax Advisory Committee: One Appointment	Confirm	CPR 2000-0031

## **CONSENT AGENDA**

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

1. Purchase from Fly Fab, LLC (Rockford, WA) of air ejector system parts for use at the Waste to Energy Facility—\$73,801.11 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) <b>David Paine</b>	Approve	OPR 2024-0174 RFQ 6056-24
2. Contract Amendment with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from April 1, 2023, through March 31, 2024—additional \$500,000. Total annual cost: \$2,351,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) <b>David Paine</b>	Approve	OPR 2020-0341 PW ITB 5238-20
3. Contract Renewal 1 of 4 with McKinstry Co., LLC (Spokane) for HVAC services at the Waste to Energy Facility from March 1, 2024, through February 28, 2025—not to exceed \$90,000 (plus tax) annually. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) <b>David Paine</b>	Approve	OPR 2023-0026 IPWQ 5678-22
4. Contract Renewal 1 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from April 1, 2024, through March 31, 2024—not to exceed \$175,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) <b>David Paine</b>	Approve	OPR 2023-0311 IPWQ 5809-23
5. Contract Renewal with BrandSafway Services, LLC (Spokane Valley, WA) for scaffolding services at the Waste to Energy Facility from April 1, 2024, through March 31, 2025—not to exceed \$750,000 (plus tax).	Approve	OPR 2022-0168 PW ITB 5537-21

(Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

**David Paine**

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|-----|--|---------|-------------------------------|
| 6.  | Contract Renewal 4 of 4 with Mega Wash LLC (Spokane) for car wash services for the Fleet Services Department—\$65,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)   | Approve | OPR 2020-0344<br>RFQ 5221-20  |
|     | <b>Rick Giddings</b>   |         |                               |
| 7.  | Contract Amendment with Pomp Tire Services (Spokane) for miscellaneous tire services for the Fleet Services Department through March 31, 2024—additional \$150,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)                                      | Approve | OPR 2022-0903                 |
|     | <b>Rick Giddings</b>   |         |                               |
| 8.  | Contract Amendment with Toby’s Body & Fender (Spokane) for additional funds for auto body repair services effective March 1, 2024, through December 31, 2026—additional \$75,000 annually. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)   | Approve | OPR 2023-0249<br>RFP 5800-23  |
|     | <b>Rick Giddings</b>   |         |                               |
| 9.  | Contract Amendment with Solid Waste Systems (Spokane Valley) for sole source repairs to specialized refuse truck bodies—additional \$800,000. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  | Approve | OPR 2020-0049                 |
|     | <b>Rick Giddings</b>   |         |                               |
| 10. | Public Works Agreement with River City Glass, Inc. (Spokane Valley, WA) for replacement of eleven double-pane, tinted-to-match exterior windows in various locations throughout City Hall—\$70,750.37 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)                  | Approve | OPR 2024-0176<br>RFB 24-001   |
|     | <b>Dave Steele</b>   |         |                               |
| 11. | Special Counsel Contract Amendment No. 5 with Craig Trueblood of the Law Firm K&L Gates, LLP (Spokane) for outside counsel services regarding the appeal of the City’s NPDES permit—additional \$100,000. Total contract amount: \$600,000. (Council Sponsor: Council Member Bingle) <b>Elizabeth Schoedel</b> | Approve | OPR 2022-0644                 |
| 12. | Personal Service Agreement with Rogue Heart Media, Inc. (Spokane) for water conservation education campaign services from February 14, 2024, through February 13, 2025—\$95,000 (plus tax, if applicable). (Council Sponsor: Council President Wilkerson)  | Approve | OPR 2024-0177<br>IRFP 5941-23 |
|     | <b>Kristen Zimmer</b>  |         |                               |

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|--|------------------------|---------------------------------------|
| <p>13. Personal Service Agreement with Rogue Heart Media, Inc. (Spokane) for water stewardship education campaign services from February 14, 2024, through February 13, 2025—\$75,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)<br/><b>Meghan Havko</b></p>  | <p>Approve</p>         | <p>OPR 2024-0178<br/>IRFP 5941-23</p> |
| <p>14. Memorandum of Understanding between Audubon-Downriver Neighborhood Council and the City of Spokane Public Works Division for access to right-of-way space and establishing a community garden providing education on urban ecology. (Council Sponsors: Council President Wilkerson and Council Member Bingle)<br/><b>Marlene Feist</b></p>                              | <p>Approve</p>         | <p>OPR 2024-0179</p>                  |
| <p>15. No-Cost Amendment to Assignment Assumption Agreement with Proclaim Liberty West, LLC, for the Liberty Park Terrace Project, to include an amendment from the U.S. Department of Housing and Urban Development. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)<br/><b>Nate Sulya</b></p>   | <p>Approve</p>         | <p>OPR 2022-0581</p>                  |
| <p>16. Grant Agreements with the Washington State Department of Ecology for:</p>   | <p>Approve<br/>All</p> |                                       |
| <p>    a. Design of the Five Mile Regional Infiltration Facility Rehabilitation—\$170,000 Revenue. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p>  |                        | <p>OPR 2024-0180<br/>ENG 2024053</p>  |
| <p>    b. Drywell Rehabilitation in Wellhead Protection Zones—\$262,500 Revenue. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)</p>   |                        | <p>OPR 2024-0181<br/>ENG 2024054</p>  |
| <p>    c. Implementation or management of stormwater programs—\$130,000 Revenue. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)<br/><b>Mark Papich</b></p>   |                        | <p>OPR 2024-0182</p>                  |
| <p>17. No-cost Contract Amendment with HIP of Spokane County dba Community-Minded Enterprises (Spokane) regarding the ARPA Childcare Program Grant to allow for greater distribution of funds and to remove barriers to qualify for staffing and childcare subsidy. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)<br/><b>Michelle Murray</b></p> | <p>Approve</p>         | <p>OPR 2022-0852</p>                  |

18. Grant Agreement Amendment with Innovia Foundation (Spokane) de-obligating \$104,899.31 of funding and allowing the funds to be utilized for other City initiatives. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Michelle Murray** Approve OPR 2022-0870
19. Contract Renewal with Rezatec Global, Inc. (Wilmington, DE) to provide dam monitoring products and services at Upriver Dam from April 1, 2024, through March 31, 2027—\$55,000. Total contract cost: \$105,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)  
**Seth McIntosh** Approve OPR 2022-0237
20. Contract Amendment and Extension No. 2 with GeoEngineers, Inc. (Spokane) for the Park 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project - Phase 1 from February 1, 2024, through June 30, 2025—\$1,568,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)  
**Seth McIntosh** Approve OPR 2023-0426
21. Tentative Agreement with AFSCME Local 270-Prosecuting Attorneys for wages and benefits from January 1, 2024, through December 31, 2025. (Relates to Special Budget Ordinance C36499) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Lauren Beattie** Approve OPR 2024-0183
22. Sole Source Contract Renewal with Azteca Systems, LLC (Sandy, UT) for annual support and maintenance of CityWorks Asset Maintenance Management System from April 1, 2024, through March 31, 2024—\$135,408 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Michael Sloon** Approve OPR 2016-0235
23. Contract Renewal 1 of 4 with Compunet, Inc. (Grangeville, ID) for Cisco Smartnet support and maintenance from March 1, 2024, through February 28, 2025—\$386,015.76 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Michael Sloon** Approve OPR 2023-0315
24. Contract Renewal 1 of 4 with DLT Solutions, LLC (Herndon, VA) for AutoDesk software licensing and support from March 12, 2024, through March 25, 2025—\$80,091.82. (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Member Cathcart) **Michael Sloon** Approve OPR 2023-0313

- |   |                |                                      |
|---|----------------|--------------------------------------|
| <p>25. Final Contract Renewal with Hyland Software, Inc. (Westlake, OH) for annual software maintenance and support for the OnBase document imaging system from April 1, 2024, through March 31, 2025—\$70,182.52 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)<br/><b>Michael Sloon</b></p>  | <p>Approve</p> | <p>OPR 2020-0723</p>                 |
| <p>26. Sole Source Contract Renewal 1 of 4 with Journal Technologies, Inc. (JTI) (Logan, UT) for annual eSeries Legal Case Management System licensing, support, and maintenance from March 1, 2024, through March 7, 2025—\$169,213.51 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)<br/><b>Michael Sloon</b></p>   | <p>Approve</p> | <p>OPR 2023-0470</p>                 |
| <p>27. Contract Renewal 2 of 4 with Truepoint Solutions, LLC (Incline Village, NV) for Accela software professional services and support from March 1, 2024, through February 28, 2025—not to exceed \$100,000 (plus tax, if applicable). (Council Sponsor: Council Member Cathcart)<br/><b>Mike Sloon</b></p>  | <p>Approve</p> | <p>OPR 2022-0199</p>                 |
| <p>28. Master Consultant Agreement Renewal 1 of 3 with Infinite Innovations (Hayden, ID) for technical services in support of Information Technology Division and Project Management Office projects in the areas of project management, business analysis, software development and infrastructure support from February 1, 2024, through January 31, 2025—\$150,000 per year (plus tax, if applicable). (Council Sponsor: Council Member Bingle)<br/><b>Michael Sloon</b></p> | <p>Approve</p> | <p>OPR 2022-0147<br/>RFP 5435-21</p> |
| <p>29. Sole Source Contract Renewal with Oracle America, Inc. (Los Angeles, CA) for Oracle license software maintenance and support from April 21, 2024, through April 20, 2025—\$197,250.51 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)<br/><b>Michael Sloon</b></p>   | <p>Approve</p> | <p>OPR 2019-0314</p>                 |
| <p>30. Contract Renewal with PMWeb, Inc. (Aventura, FL) for continued annual support and maintenance of the capitol project management software and implementation from February 1, 2024, through January 31, 2025—\$107,100 (plus tax, if applicable). (Council Sponsor: Council Member Cathcart)<br/><b>Michael Sloon</b></p>   | <p>Approve</p> | <p>OPR 2017-0005<br/>RFP 4196-16</p> |

- 31. Contract Renewal with Questica LTD (Pasadena, CA) to provide city budget software subscription services from March 22, 2024, through March 21, 2025—\$186,780.25 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Michael Sloon** Approve OPR 2021-0202
- 32. Contract Renewal 1 of 3 with Volt Management Corporation (Orange, CA) for technical resources in support of the Project Management Office and the Information Technology Division from May 1, 2024, through April 30, 2025—\$150,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Michael Sloon** Approve OPR 2022-0412  
RFP 5435-21
- 33. Report of the Mayor of pending: Approve & Authorize Payments CPR 2024-0002
  - a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2024, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
  - b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2024: \$\_\_\_\_\_.
- 34. City Council Meeting Minutes: \_\_\_\_\_, 2024. Approve All CPR 2024-0013

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36499 amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:



**General Fund**

- 1) Decrease appropriation by \$80,000.
  - A) Of the decreased appropriation, \$80,000 is removed solely from contractual services in the Mayor’s Office for the emergency preparedness interlocal agreement with Spokane County.
- 2) Increase appropriation by \$80,000.
  - A) Of the increased appropriation, \$80,000 is provided solely for wages and benefits in the Legal Department due to the tentative agreement between the City of Spokane and the Local 270 Prosecuting Attorneys bargaining unit.
  - B) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to change the wages of personnel impacted by the 270 Prosecutors’ collective bargaining agreement.) (Relates to Consent Agenda Item No. 22) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)

**Matt Boston**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0027 Regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees. (Relates to First Reading Ordinance C36502) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)  
**Raylene Gennett**

**NO FINAL READING ORDINANCES**

**FIRST READING ORDINANCES**

- ORD C36500 Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Ziplly Fiber, LLC, subject to certain conditions and duties as further provided. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)  
**Timothy Szambelan**
- ORD C36501 Relating to the executive and administrative organization of the City, and amending SMC section 3.01A.315. (Removes reference to federal and state funding under Contracts and Purchasing Department.) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Matt Boston**



ORD C36502      Relating to Pretreatment; amending SMC section 13.03A.0301; 13.03A.0408; 13.03A.0801; and 13.03A.1201; chapter 13.03A of the Spokane Municipal Code and setting an effective date. (Relates to Resolution 2024-0027) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)  
**Raylene Gennett**

FURTHER ACTION DEFERRED

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## NO SPECIAL CONSIDERATIONS

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## NO HEARINGS

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## OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

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**Motion to Approve Advance Agenda for March 11, 2024**  
**(per Council Rule 2.1.2)**

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## **ADJOURNMENT**

The March 11, 2024, Regular Legislative Session of the City Council is adjourned to March 18, 2024.

**NOTE:** The March 18, 2024, 6:00 p.m. Legislative Session will be a Town Hall Session for the following neighborhoods: Bemiss, Chief Garry Park, Hillyard, Logan, Minnehaha, Nevada Heights, Riverside, Shiloh Hills, and Whitman. It will be held at the Northeast Community Center, 4001 N. Cook Street, in the lower-level main room.

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**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 [mlowmaster@spokanecity.org](mailto:mlowmaster@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.

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## **NOTES**

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

2/26/2024

**Clerk's File #**

CPR 1981-0400

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

MAYOR

**Project #****Contact Name/Phone**

ADAM 509.625.6779

**Bid #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)****Agenda Item Name**

APPOINTMENT OF MARI MARGIL TO THE SPOKANE PUBLIC LIBRARY BOARD

**Agenda Wording**

Mayor Brown has appointed Mari Margil to the Spokane Public Library Board of Trustees for a term of April 1, 2024 -- April 1, 2029.

**Summary (Background)**

Spokane Public Library is a quasi-department of the City of Spokane. Each year, the City allocates a portion of the general fund to the Library. The Library Board of Trustees is a group of five citizen volunteers who oversee the administration of the Library.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

JONES, GARRETT

**Division Director**

**Accounting Manager**

**Legal**

**For the Mayor**

JONES, GARRETT

**Additional Approvals**

**Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	March 11, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Mari Margil to the Spokane Public Library Board of Trustees
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Mayor Brown has appointed Mari Margil to the Spokane Public Library Board of Trustees for a term of April 1, 2024 – April 1, 2029.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Spokane Public Library is a quasi-department of the City of Spokane. Each year, the City allocates a portion of the general fund to the Library. The Library Board of Trustees is a group of five citizen volunteers who oversee the administration of the Library.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p><u>N/A</u></p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

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 appointment aligns with the appointment of library trustees requirements of [RCW 27.12.190](#).

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

2/21/2024

**Clerk's File #**

CPR 2000-0031

**Renews #****Cross Ref #****Council Meeting Date:** 03/04/2024**Submitting Dept**

MAYOR

**Project #****Contact Name/Phone**

ADAM 509.625.6779

**Bid #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)****Agenda Item Name**

0520-MAYOR-APPOINTMENT OF MATT JENSEN TO THE LODGING TAX

**Agenda Wording**

Mayor Brown has appointed Matt Jensen to the Lodging Tax Advisory Committee for a term of March 4, 2024 – March 4, 2025. Matt Jensen will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.

**Summary (Background)**

The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

JONES, GARRETT

**Additional Approvals**

**Division Director**

**Accounting Manager**

**Legal**

**For the Mayor**

JONES, GARRETT

**Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	March 4, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Matt Jensen to the Lodging Tax Advisory Committee
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Matt Jensen to the Lodging Tax Advisory Committee for a term of March 4, 2024 – March 4, 2025. Matt Jensen will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.</p> <p>The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.</p> <p>The source of the funds is the Hotel-Motel (Lodging) Tax authorized in Chapter 67.28 RCW. This tax consists of a two percent special excise tax on all charges for furnishing lodging at hotels, motels and similar establishments and is a credit against the state sales tax. The statute allows the use of lodging tax revenues in any of three broad categories: tourism marketing, the marketing and operations of special events, and festivals, or tourism-related facilities.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

<b>Operations Impacts</b> (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?  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 appointment aligns with the Lodging Tax Advisory Committee requirements of RCW 67.28 and SMC 04.30.020.



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/13/2024

**Clerk's File #** OPR 2024-0174

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Project #</b>	
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<b>Contact Name/Phone</b>	DAVID PAINE 625-6878	<b>Bid #</b>	RFQ 6056-24
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<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG	<b>Requisition #</b>	RE 20449
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<b>Agenda Item Type</b>	Purchase w/o Contract		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	4490 PURCHASE OF AIR EJECTOR SYSTEM PARTS		
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**Agenda Wording**

Purchase of air ejector system parts from Fly Fab LLC (Rockford, WA) for use at the Waste to Energy Facility. The total cost of the purchase is \$73,801.11 including tax.

**Summary (Background)**

The air ejection system supports the start-up of the facility's turbine generator (TG) by creating and maintaining a specific vacuum level on the steam system. This purchase is for mechanical parts in the steam turbine air ejections system that are worn to the point that they have difficulty maintaining or reaching the required vacuum set point. On February 2, 2024 bidding closed on RFQ 6056-24 for the purchase of these parts and Fly Fab LLC was the only respondent.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 73,801.11
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Current Year Cost	\$ 73,801.11
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Subsequent Year(s) Cost	\$
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**Narrative**

This is an operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

**Amount**

**Budget Account**

Expense	\$ 73,801.11	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase of air ejector system parts for the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>The Air Ejection System supports the start-up of the facility's turbine generator (TG) by creating and maintaining a specific vacuum level on the steam system. Without this it would not be possible to restart or maintain operation of the TG Set, eliminating the ability to produce electricity and provide the necessary power to operate the Facility. These are mechanical parts for the Steam Turbine Air Ejections System that are worn to the point that they have difficulty maintaining or reaching the required vacuum set point during Turbine startups.</p> <p>On February 2, 2024, bidding closed on RFQ 6056-24 for the purchase of these air ejector system parts. Fly Fab LLC (Rockford, WA) was the only respondent. The total cost for the needed parts is \$73,801.11 including tax.</p>
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$73,801.11</u> Current year cost: \$73,801.11 Subsequent year(s) cost: 0	
<b>Narrative:</b> <u>This is an operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?            Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is</li> </ul>	

both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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?

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

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

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

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**Bid Response Summary**

**Bid Number** RFQ 6056-24  
**Bid Title** Air Ejector System Parts- NITech Engineered Vacuum Systems, No Or-Equals due to Standardization  
**Due Date** Friday, February 2, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Fly Fab  
**Submitted By** Steven Sainsbury - Friday, February 2, 2024 7:12:31 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 flyfab@outlook.com 509-286-1002

**Comments****Question Responses**

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. The WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I agree and I acknowledge
	#2	The COS WTE utilizes NITech Engineered Vacuum Systems, and is initiating this Request for Quote to solicit Bids from vendors who have a proven ability to provide spec'd, drop-in replacements, air ejector parts for NITech, Model: 4CTH Ejector Assembly, Drawing # DR405941A, circa 1992, Serial #: IN92587 (original serial # 90502), that is in use at the COS WTE. No substitutes or or-equals will be accepted due to standardization. WTEF does not have drawings to provide.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge

<b>GENERAL CONDITIONS</b>		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", 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.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception to above, upload here.	
<b>INTERPRETATION</b>		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
<b>WITHDRAWAL OF QUOTES</b>		
#1	Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
<b>EVALUATION OF QUOTES</b>		
#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
<b>QUOTING ERRORS</b>		

#1	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	I agree and I acknowledge
REJECTION OF QUOTES		
#1	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	I agree and I acknowledge
AWARD OF CONTRACT		
#1	<p>Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	I agree and I acknowledge
PAYMENT TERMS		
#1	<p>Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.</p>	I agree and I acknowledge
#2	<p>EXCEPTION If you took exception to above, explain here.</p>	<p>Check will also be accepted for payment. May be mailed to Fly Fab PO BOX 333 Rockford, Wa 99030</p>
BIDDER INFORMATION		
#1	<p>Person's Name, Title, Email Address, and Phone Number Submitting Bid</p>	<p>Steven Sainsbury- President flyfab@outlook.com 509-286-1002</p>

#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Steven Sainsbury 509-286-1002
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Fly Fab LLC
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> or 360-705-6741 to obtain a business registration. If the supplier 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.	I agree and I acknowledge
#2	City of Spokane Business Registration Number	603523149
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge

#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		

#1	Bidders must provide a minimum of a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
<b>PCB CERTIFICATION</b>		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
<b>GENERAL INSTRUCTIONS</b>		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge

#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
#3	All items delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered due to standardization of currently employed NITech Engineered Vacuum Systems Air Ejector System at COS WTE.	I agree and I acknowledge
#4	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge

#5	Awarded Supplier would be responsible for providing the following spec'd air ejector system parts pertaining to: NITech Engineered Vacuum Systems Model: 4CTH Ejector Assembly, Drawing # DR405941A, circa 1992, Serial #: IN92587 (original serial # 90502).	Yes
#5.1	Qty 1, NITech Part Number: 541256-01.	I agree and I acknowledge
#5.1.1	Nozzle, # 6142, for 4NPA Hogging Ejector, stainless steel, s/n 90502H	I agree and I acknowledge
#5.1.2	Ref # 4 on drawing SK405231	I agree and I acknowledge
#5.1.3	For ref # 1 on drawing DR405941A	I agree and I acknowledge
#5.2	Qty 1, NITech Part Number: 541256-01.	I agree and I acknowledge
#5.2.1	Nozzle Extension, for 4NPA Hogging Ejector, stainless steel, s/n 90502H	I agree and I acknowledge
#5.2.2	Ref # 3 on drawing SK405231	I agree and I acknowledge
#5.2.3	For ref # 1 on drawing DR405941A	I agree and I acknowledge
#5.3	Qty 1, NITech Part Number: 026799-02.	I agree and I acknowledge
#5.3.1	Gasket, Nozzle Head for 4NPA Hogging Ejector	I agree and I acknowledge
#5.3.2	Ref # 6 on drawing SK405231	I agree and I acknowledge
#5.3.3	For ref # 1 on drawing DR405941A	I agree and I acknowledge
#5.4	Qty 2, NITech Part Number: 541736.	I agree and I acknowledge
#5.4.1	Nozzle, # 6157, for 4NPA Y-Stage Ejector, stainless steel, s/n 90502A-YA/B	I agree and I acknowledge
#5.4.2	Ref # 3 on drawing SK405232C	I agree and I acknowledge
#5.4.3	For ref # 2 on drawing DR405941A	I agree and I acknowledge
#5.5	Qty2, NITech Part Number: 541738.	I agree and I acknowledge
#5.5.1	Nozzle, # 6158, for 2NPA Y-Stage Ejector, stainless steel, s/n 90502A-YA/B	I agree and I acknowledge
#5.5.2	Ref # 3 on drawing SK405233B	I agree and I acknowledge
#5.5.3	For ref # 3 on drawing DR405941A	I agree and I acknowledge
#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	No Differences from request



#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of NITech Engineered Vacuum Systems air ejector parts. Upload Letter Here	Cover Letter- Air Ejector System Parts.pdf
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#10	EXCEPTION: If you took exception to any of the above, explain here.	
<b>DELIVERY - F.O.B. Delivery Point</b>		
FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
Lead Time for Delivery	Bidder shall state lead time in calendar days for standard ground delivery at COS WTE, upon receipt of an order. Enter number of calendar days here:	120 Days
Lead Time for Delivery	Would delivery at COS WTE by April 23, 2024 be possible, and if so, when would an order need be received by.	No soonest the parts would be available per manufacture lead time would be Monday May 6th if order was placed no later than February 7th
Freight Transportation	Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge
Risk of Loss	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
EXCEPTION	If you took exception to any of the above, explain here.	N/A
<b>PRICING</b>		
#1.1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge

#2	Enter Unit Pricing for Technical Specifications Items 5.1 through 5.5 on Pricing Tab Page. Unit Pricing Should Not Include Tax or Freight.	I agree and I acknowledge
#3	Exceptions: If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Addendum 1 RFQ 6056-24 Signed.pdf
#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Estimate 1136- Air Ejector System Parts.pdf
#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
PRICING PAGE								
	#1	NITech Part Number: 541256-01 (Reference Technical Specification 5.1). Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	1.00	\$9,290.40	\$9,290.40	

<p>#2</p>	<p>NITech Part Number: 541256-01 (Reference Technical Specification 5.2). Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>1.00</p>	<p>\$4,005.75</p>	<p>\$4,005.75</p>
<p>#3</p>	<p>NITech Part Number: 026799-02. (Reference Technical Specification 5.3). Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>1.00</p>	<p>\$99.54</p>	<p>\$99.54</p>
<p>#4</p>	<p>NITech Part Number: 541736. (Reference Technical Specification 5.4). Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>2.00</p>	<p>\$13,891.50</p>	<p>\$27,783.00</p>
<p>#5</p>	<p>NITech Part Number: 541738. (Reference Technical Specification 5.5) . Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>2.00</p>	<p>\$13,182.96</p>	<p>\$26,365.92</p>

#6	Freight Cost to be incurred for ground delivery of above listed items, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Pricing should not include tax.	Base	Total Freight Cost	1.00	\$225.00	\$225.00
<b>Total Base Bid</b>	\$67,769.61					

# Fly Fab LLC

PO Box 333  
Rockford, WA 99030 US  
flyfab@outlook.com



## Estimate

ADDRESS  
City Of Spokane- Solid Waste Disposal  
2900 S. Geiger Blvd  
Spokane, Wa 99224-5400

SHIP TO  
City Of Spokane- Solid Waste Disposal  
2900 S. Geiger Blvd  
Spokane, Wa 99224-5400

ESTIMATE 1136  
DATE 02/02/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
541256-01	NOZZLE, # 6142, for 4NPA Hogging Ejector, stainless steel, s/n 90502H. Ref.# 4 on drawing SK405231 For ref.# 1 on drawing DR405941A	1	9,290.40	9,290.40T
541270	NOZZLE EXTENSION, for 4NPA Hogging Ejector, stainless steel, s/n 90502H. Ref.# 3 on drawing SK405231 For ref.# 1 on drawing DR405941A	1	4,005.75	4,005.75T
026799-02	GASKET, Nozzle Head for 4NPA Hogging Ejector. Ref.# 6 on drawing SK405231 For ref.# 1 on drawing DR405941A	1	99.54	99.54T
541736	NOZZLE, # 6157, for 4NPA Y-Stage Ejector, stainless steel, s/n 90502A-YA/B Ref.# 3 on drawing SK405232C For ref.# 2 on drawing DR405941A	2	13,891.50	27,783.00T
541738	NOZZLE, # 6158, for 2NPA Z-Stage Ejector, stainless steel, s/n 90502A-ZA/B Ref.# 3 on drawing SK405233B For ref.# 3 on drawing DR405941A	2	13,182.96	26,365.92T
Shipping	Packaging and Shipping for Air Ejector Nozzles. Includes Delivery to City of Spokane- Solid Waste Disposal	1	225.00	225.00T

SUBTOTAL 67,769.61

TAX 6,031.50

TOTAL **\$73,801.11**

Accepted By

Accepted Date

**Addendum 1**  
**1/23/2024**

**RFQ 6056-24**

**Air Ejector System Parts- NITech Engineered Vacuum Systems, No Or-Equals due to Standardization**

Addendum 1 makes the following change:

Bid Due Date Changed: **From: 1/26/2024, 9:00AM. To: 2/2/2024, 9:00AM**

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



FLY FAB  
PO BOX 333  
ROCKFORD WA 99030  
509-994-2735

[FLYFAB@OUTLOOK.COM](mailto:FLYFAB@OUTLOOK.COM)

**City Of Spokane – Solid Waste Disposal**

**2900 S. Geiger Blvd,**

**Spokane, Wa 99224-5400**

Dear City of Spokane – Solid Waste Disposal,

I would like to start by expressing my interest in supplying the city with the Nitech Air Ejector Nozzles. I believe that Fly Fab would be well suited to execute this project based on prior job history and experiences. Being a small local business, we strive to perform high quality products with an emphasis on attention to detail and timeliness for project completions. Prior jobs that would qualify us for this project include but are not limited to, complete fire truck builds, stainless steel water tanks, machining and manufacturing, many CNC signs & installations, bumpers, headache racks, rock crusher parts, flatbeds and custom railings.

To complete the request for supplying the Nitech Air Ejector System parts as requested, Fly Fab will be working directly with Nitech to purchase and supply the requested Air Ejector System Parts. As Nitech is the original manufacturer of these parts they will be a direct replacement for the items requested. All items will be shipped from Nitech (Located At: 122 Hillcrest Avenue, Ledgewood, NJ 07852) to Fly Fab (602 W. Spring Valley Rd. Latah, Wa 99018). Items will then be inspected to insure they are correct and delivered to City of Spokane- Solid Waste Disposal.

I look forward to the opportunity to work with the City of Spokane Solid Waste Disposal and supply the requested parts. The quality of our workmanship and ease of communication would be unmatched on this project, and I am looking forward to hearing back from you. Thank you for your time and consideration for the City of Spokane Solid Waste Disposal Air Ejector Nozzle System parts, I look forward to earning your business.

Sincerely,

**Steven Sainsbury**

FLY FAB, PRESIDENT





CITY OF SPOKANE  
 Nelson Center  
 Purchasing  
 PHONE 509 625 6527

**RFQ 6056-24 Air Ejector System Parts- NITech Engineered Vacuum Systems, No Or-Equals due to Standardization**

VENDOR		Fly Fab	
Item	Qty	Unit price	Extended Price
NITech Part Number: 541256-01 (Reference Technical Specification 5.1). Pricing should not include freight nor tax.	1	9,290.00	9,290.00
NITech Part Number: 541256-01 (Reference Technical Specification 5.2). Pricing should not include freight nor tax.	1	4,005.75	4,005.75
NITech Part Number: 026799-02. ( (Reference Technical Specification 5.3). Pricing should not include freight nor tax.	1	99.54	99.54
NITech Part Number: 541736. ( (Reference Technical Specification 5.4). Pricing should not include freight nor tax.	2	13,891.50	27,783.00
NITech Part Number: 541738. (Reference Technical Specification 5.5) . Pricing should not include freight nor tax.	2	13,182.96	26,365.92
Freight Cost to be incurred for ground delivery of above listed items, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Pricing should not include tax.	1	225.00	
Subtotal		\$67,769.21	
Tax 9%		\$6,099.23	
<b>Extended Total</b>		<b>\$73,868.44</b>	
<b>Lead Time</b>		120 days ARO	



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/13/2024

**Clerk's File #** OPR 2020-0341

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Project #</b>	
------------------------	----------------------	------------------	--

<b>Contact Name/Phone</b>	DAVID PAINE 625-6878	<b>Bid #</b>	PW ITB 5238-20
---------------------------	----------------------	--------------	----------------

<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG	<b>Requisition #</b>	CR 26021
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	4490 CONTRACT AMENDMENT FOR BOILERMAKER SERVICES		
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**Agenda Wording**

Contract amendment with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 4/1/23-3/31/24 for an additional \$500,000 and a total annual cost of \$2,351,000.00 including tax.

**Summary (Background)**

Each year two scheduled outages are performed at the facility to repair or replace worn components in the boilers. Helfrich Brothers Boiler Works, Inc. was awarded a two year contract with three one-year renewals for these services based on their response to PW ITB 5238-20. The contract is currently on the second of the three renewals. Due to unanticipated work needed in 2023, an additional \$500,000.00 is needed for work planned through the end of the contract term ending on 4/1/24.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 2,351,000.00
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Current Year Cost	\$ 500,000.00
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Subsequent Year(s) Cost	\$
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**Narrative**

This is an annual operating and maintenance expense. The additional funds needed for this contract will be offset by adjustments to other planned maintenance in 2024.

**Amount**

**Budget Account**

Expense	\$ 500,000.00	# 4490-44100-37148-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	AVERYT, CHRIS
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Dennis Lincoln, dlincoln@hbbwinc.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract amendment for boilermaker services at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed to repair or replace worn components and at times, emergency services are required when failures occur in between outages. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation.</p> <p>On March 2, 2020 two responses were received for PW ITB 5238-20 for these services; New England Mechanical Overlay of Pittsfield, NH and Helfrich Brothers Boiler Works, Inc., of Lawrence, MA. Helfrich Brothers Boiler Works, Inc. was the lowest cost bidder.</p> <p>The initial contract was for two years from April 1, 2020 through March 31, 2022 with the option to extend for three (3) additional one-year periods. The contract is currently on the second of the three renewals from April 1, 2023 through March 31, 2024 with a cost not to exceed \$1,851,000.00 including tax. Due to unanticipated work needed in 2023, an additional \$500,000.00 is needed for work planned through the end of the contract term.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2,351,000.00 incl. tax</u></p> <p>    Current year cost: \$500,000.00 incl. tax</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This is an annual operating and maintenance expense. The additional funds needed for this contract will be offset by adjustments to other planned maintenance in 2024.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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?

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

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

Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: BOILERMAKER SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 , as "Contractor", individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Contractor agreed to provide Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Service; and*

*WHEREAS, additional funds are necessary to pay for unanticipated work, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 16, 2020 and April 4, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on April 1, 2023 and shall run through March 30, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**HELFRICH BROTHERS BOILER WORKS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

**Clerk's File #**

OPR 2023-0026

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

SOLID WASTE DISPOSAL

**Project #****Contact Name/Phone**

DAVID PAINE 625-6878

**Bid #**

IPWQ 5678-22

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Requisition #**

CR 26022

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES

**Agenda Wording**

Contract renewal 1 of 4 with McKinstry Co., LLC (Spokane, WA) for HVAC services at the Waste to Energy Facility from 3/1/24-2/28/25 with an annual spend not to exceed \$90,000.00 plus tax.

**Summary (Background)**

The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment. On December 21, 2022, bidding closed on IPWQ 5678-22 for these services. McKinstry was the low-cost bidder and awarded a one year contract, with the possibility of four (4) additional one-year renewals. This will be the first renewal.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 90,000.00

Current Year Cost \$ 90,000.00

Subsequent Year(s) Cost \$ 0

**Narrative**

This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

**Amount****Budget Account**

Expense \$ 90,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

### **Approvals**

<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>Additional Approvals</u></b>	
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

### **Distribution List**

Paul Steinheiser, paulst@mckinstry.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for HVAC Services at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment.</p> <p>On December 21, 2022, bidding closed on IPWQ 5678-22 for scheduled and unscheduled maintenance to the HVAC systems at the Waste to Energy Facility. McKinstry was the low-cost bidder and awarded a one year contract, with the possibility of four (4) additional one-year renewals. This will be the first renewal with an estimated annual spend not to exceed \$90,000.00 plus tax.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$90,000.00 plus tax</u></p> <p>    Current year cost: \$30,000.00 plus tax</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This is an annual maintenance expense that was planned for in the 2024 SWD Budget.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.</li> </ul>	

- 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?

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

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

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

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 OF 3**  
**PREVENTATIVE MAINTENANCE AGREEMENT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **McKINSTRY CO., LLC**, whose address is 601 East Riverside Avenue, Suite 510, Spokane, Washington, 99202 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Annual HVAC Services - Scheduled and Unscheduled preventative Maintenance located at the Waste to Energy Facility; and

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the first of those renewals.

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

- 1. CONTRACT DOCUMENTS.**  
The original Contract, dated January 18, 2023 and January 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
- 2. EFFECTIVE DATE.**  
This Contract Renewal shall become effective on March 1, 2024 and shall run through February 28, 2025.
- 3. COMPENSATION.**  
The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.
- 4. DEBARMENT AND SUSPENSION.**  
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**McKINSTRY CO., LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment

24-022

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/13/2024

**Clerk's File #**

OPR 2023-0311

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

SOLID WASTE DISPOSAL

**Project #**

**Contact Name/Phone**

DAVID PAINE 625-6878

**Bid #**

IPWQ 5809-23

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Requisition #**

CR 26024

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES

**Agenda Wording**

Contract renewal 1 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from 4/1/24-3/31/24 and a total cost not to exceed \$175,000.00 plus tax.

**Summary (Background)**

During maintenance outages at the facility, sandblasting is done throughout the boilers to clean the surface of the tubes. Vacuum services are needed for removal of the sand. Bidding closed on IPWQ 5809-23 for these services on February 1, 2023 and Big Sky Industrial Services was the only respondent. The initial contract award was for one year with the possibility of four (4) one-year renewals. This will be the first renewal.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 175,000.00

Current Year Cost \$ 175,000.00

Subsequent Year(s) Cost \$ 0

**Narrative**

This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

**Amount**

**Budget Account**

Expense \$ 175,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

AVERYT, CHRIS

##### Division Director

FEIST, MARLENE

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

##### PURCHASING

PRINCE, THEA

#### **Distribution List**

Brian Rochelle, brian@bigsky.pro

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for vacuum services at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete. Also required is the vacuuming of sump and water jet transfer lines in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air-cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.</p> <p>Bidding closed on PW ITB 5809-23 for vacuum support services on February 1, 2023 and Big Sky Industrial Services (Colbert, WA) was the only respondent. The initial contract award was for one year, beginning on April 1, 2023 with the option of four (4) additional one-year renewals. This will be the first renewal with a total cost not to exceed \$175,000.00 plus tax for the year.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$175,000.00 plus tax</u>          Current year cost: \$175,000.00 plus tax          Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This is an annual maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A          Specify funding source: Program revenue          Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	<ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?              Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to</li> </ul>

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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

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

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

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 OF 4**  
**Title: VACUUM SUPPORT SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, whose address is PO Box 585, Colbert, Washington 99005 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Vacuum Support Services for the City; and

WHEREAS, the original Contract provided for 4 additional one-year renewals, with this being the first of those renewals; and

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 17, 2023 and March 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on April 1, 2024 and shall run through March 31, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$175,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

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

**ROCHELLE CONSTRUCTION SERVICES,  
Inc., d/b/a BIG SKY INDUSTRIAL**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Certificate of Debarment

24-012

**ATTACHMENT B  
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 style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

Vacuum Support Services For Vacuuming Sandblast Media, Other DebrisSand Water\*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas\* \*Vacuum Exhaust Cannot Be Release Insulation Blankets

Contract OPR 2023-0331 (IPWQ 5809-23)	Base Year Period 4/1/2023 Through 3/31/2024	First Renewal 4/1/2024 Through 3/31/2025
<p><b>"Vacuum Sand Services"</b> Total Cost inclusive of tax (Reference Page 2, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per <a href="https://www.gsa.gov/travel/plan-book/gsa-lodging">https://www.gsa.gov/travel/plan-book/gsa-lodging</a>, per diem per <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>.</p>	\$17,075.94	\$17,587.94
<p><b>"Water Wash Air Cooled Condensers"</b> Total Cost inclusive of tax (Reference Page 3, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per <a href="https://www.gsa.gov/travel/plan-book/gsa-lodging">https://www.gsa.gov/travel/plan-book/gsa-lodging</a>, per diem per <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>.</p>	\$21,745.50	\$22,397.50
<p><b>"Vacuum Sump and Water Jet Transfer Line In The Ash House"</b> Total Cost inclusive of tax (Reference Page 4, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per <a href="https://www.gsa.gov/travel/plan-book/gsa-lodging">https://www.gsa.gov/travel/plan-book/gsa-lodging</a>, per diem per <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>.</p>	\$3,316.60	\$3,415.60
<p><b>"Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage)"</b> Total Cost inclusive of tax (Reference Page 5, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per <a href="https://www.gsa.gov/travel/plan-book/gsa-lodging">https://www.gsa.gov/travel/plan-book/gsa-lodging</a>, per diem per <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>.</p>	\$3,558.85	\$3,664.85
<p><b>"Vacuum Scale Pits"</b> Total Cost inclusive of tax (Reference Page 6, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per <a href="https://www.gsa.gov/travel/plan-book/gsa-lodging">https://www.gsa.gov/travel/plan-book/gsa-lodging</a>, per diem per <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>.</p>	\$3,558.85	\$3,664.85
<p><b>Big Sky Industrial</b>  <b>9711 W. Euclid, Spokane WA 99224</b>  <b>Brian Rochelle</b>  <b>Phone 509 953 1213</b>  <a href="mailto:brian@bigsky.pro">brian@bigsky.pro</a></p>	NAME	Brian Rochelle
	SIGNATURE	Brian J Rochelle
	DATE	1/4/24

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

**Clerk's File #**

OPR 2022-0168

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

SOLID WASTE DISPOSAL

**Project #****Contact Name/Phone**

DAVID PAINE 625-6878

**Bid #**

PW ITB 5537-21

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Requisition #**

CR 26025

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 CONTRACT RENEWAL FOR SCAFFOLDING SERVICES

**Agenda Wording**

Contract renewal with BrandSafway Services, LLC (Spokane Valley, WA) for scaffolding services at the Waste to Energy Facility from 4/1/24-3/31/25 and a total cost not to exceed \$750,000.00 plus tax.

**Summary (Background)**

During scheduled and emergency outages at the facility, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these services and BrandSafway Services, LLC was the only respondent. The initial contract was for one year with the option of four (4) additional one-year renewals. This will be the second renewal.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 750,000.00

Current Year Cost \$ 750,000.00

Subsequent Year(s) Cost \$ 0

**Narrative**

This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

**Amount****Budget Account**

Expense \$ 750,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	AVERYT, CHRIS
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Jorge Torres, jtorres4@brandsafway.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for scaffolding services at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., of Spokane Valley, was the only bidder. The initial contract award was for one year, from Apr. 1, 2022 through March 31, 2023, with the option of four (4) additional one-year renewals. This will be the second renewal from April 1, 2024 through March 31, 2025 with a cost not to exceed \$750,000.00 plus tax.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$750,000.00 plus tax</u></p> <p>    Current year cost: \$750,000.00 plus tax</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? <p>Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.</p> </li> </ul>	

- 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?

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

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

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

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**City of Spokane**  
**CONTRACT RENEWAL**  
**2 of 4**  
**Title: SCAFFOLDING SERVICES FOR SCHEDULED**  
**OUTAGES AND EMERGENCY OUTAGES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, building No. 3, Suite A, Spokane, Washington 99212 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Scaffolding Services for Scheduled Outages and Emergency Outages for the City; and

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the second of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 17, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on April 1, 2024 and shall run through March 31, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 (\$750,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**BRANDSAFWAY SERVICES, LLC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Certificate of Debarment

24-013

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

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

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

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

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



CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD SPOKANE, WA 99224-5400  
 PHONE 509 625 6527

OPR 2022-0168 Scaffolding Services	Base Period	1st Renewal	2nd Renewal
	4/1/2022 Through 3/31/2023	4/1/2023 Through 3/31/2024	4/1/2024 Through 3/31/2025
Item	Firm, Fixed Price	Firm, Fixed Price	Firm, Fixed Price
<b>Set up/mobilization/demobilization cost</b>	\$3,850.00	\$4,042.50	\$4,184.00
<b>Hourly rate per Journeyman Scaffolder</b>			
Standard Time	\$81.00	\$84.24	\$87.19
Overtime:	\$106.00	\$110.24	\$114.10
Double Time:	\$134.25	\$139.62	\$144.51
<b>Hourly rate Scaffolder</b>			
Standard Time	\$73.25	\$76.18	\$78.85
Overtime:	\$97.75	\$101.66	\$105.22
Double Time:	\$126.00	\$131.04	\$135.63
<b>Stand by time cost (if any)</b>	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time
<b>Other cost (please explain)</b>	\$66 per day per man per diem, hotel cost plus 5% for traveler only *If applicable.	\$68.50 per day per man per diem, hotel cost plus 5% for traveler only *If applicable.	\$70.00 per day per man per diem, hotel cost plus 5% for traveler only *If applicable.
BrandSafway Services, LLC 1523 Hillsboro Ave Pasco, WA 99301 Jordan Rada <a href="mailto:JRada@brandsafway.com">JRada@brandsafway.com</a> Ryan Ricard <a href="mailto:RRichard@brandsafway.com">RRichard@brandsafway.com</a> Lori Scott <a href="mailto:LScott@brandsafway.com">LScott@brandsafway.com</a> 509 534 2730	Base Pricing was per BrandSafway Services response to PW ITB 5537-21	NAME	Jordan Rada
		SIG NATURE	<i>Jordan Rada</i>
		DATE	01.04.23



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/13/2024

**Clerk's File #** OPR 2020-0344

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	FLEET SERVICES	<b>Project #</b>	
------------------------	----------------	------------------	--

<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Bid #</b>	RFQ 5221-20
---------------------------	------------------------	--------------	-------------

<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG	<b>Requisition #</b>	CR25981
-----------------------	---------------------------	----------------------	---------

<b>Agenda Item Type</b>	Contract Item		
-------------------------	---------------	--	--

<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
---------------------------	----------------------	--	--

<b>Agenda Item Name</b>	5100 - CONTRACT RENEWAL WITH MEGA WASH LLC		
-------------------------	--	--	--

**Agenda Wording**

Mega Wash was the lowest responsive bidder in 2020. Providing light duty car wash service to our police department at varies times throughout their duty day. This is a renewal is Not To Exceed \$65k.

**Summary (Background)**

Mega Wash was the lowest responsive bidder in 2020. Providing light duty car wash service to our police department at various times throughout their duty day. This is a renewal is Not To Exceed \$65k.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 65,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

In 2020 Purchasing put out an RFQ for Car Wash Services - Mega Wash was the lowest responsive bidder, and a contract was processed.

**Amount**

**Budget Account**

Expense	\$ 65,000.00	# 5100-71700-48348-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	GIDDINGS, RICHARD
<b><u>Division Director</u></b>	BOSTON, MATTHEW
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**


**Distribution List**

chrissvoboda@gmail.com	rgiddings@spokanecity.org
tbrazington@spokanecity.org	korlob@spokanecity.org
atrussell@spokanecity.org	atrussell@spokanecity.org
tprince@spokanecity.org	





**City of Spokane**  
**CONTRACT RENEWAL**  
**4 of 4**  
**Title: MEGA WASH LLC. FOR CAR WASHING**  
**SERVICES FOR THE CITY OF SPOKANE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MEGA WASH, LLC**, whose address is 1111 Maple Street, Spokane, Washington, 99201, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Car Wash Services for the City of Spokane’s Fleet Department; and,*

*WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the last of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 24, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on April 1, 2024 and shall run through March 31, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **SIXTY-FIVE THOUSAND AND 00/100 (\$65,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**MEGA WASH, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Certificate of Debarment

24-027

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

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

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

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

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



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/14/2024

**Clerk's File #**

OPR 2022-0903

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

FLEET SERVICES

**Project #**

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Bid #**

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Requisition #**

MASTER

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5100 - FLEET SERVICES CONTRACT AMENDMENT WITH POMP TIRE

**Agenda Wording**

Fleet Services is looking to add \$150,000 to their contract that expires March 31, 2024.

**Summary (Background)**

This master contract will cover service needs of all the departments until the contract can be renewed at the end of March 2024.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 150,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Expense \$ 150,000.00

# 5100-71700-48348-54803

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

GIDDINGS, RICHARD

##### Division Director

BOSTON, MATTHEW

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

randy.chance@pompstire.com

atrussell@spokanecity.org

rgiddings@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

korlob@spokanecity.org



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: MISCELLANEOUS TIRE SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **POMP TIRE SERVICES**, whose address is 1505 North Hough Street, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed provide Tire related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment to the Fleet Department; and*

*WHEREAS, additional funds are needed, thus, the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated December 19, 2022, and December 20, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on January 1, 2024 and shall run through March 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**POMP TIRE SERVICES**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	02/26/2024
<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	rgiddings@spokanecity.org
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Addition to Pomp's Tire Master Contract
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Pomp's Tire has been promoted to the City's Primary supplier of tires and tire service. As a result, our expenditure has increased beyond the original contracted amount. Fleet Services would like to add \$150,000 to the yearly contract amount to meet the need through the end of the current term.
*use the Fiscal Impact box below for relevant financial information	
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$150,000</u></p> <p style="padding-left: 20px;">Current year cost: \$150,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> <u>Pomp's Tire is a Sourcewell competed vendor. Additionally, they have proven themselves to provide exceptional value compared to previous vendors.</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? None Identified</li> <li>• 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.</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and performance data is being collected for future evaluation.</li> <li>• 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.</li> </ul>	



**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. NA



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/13/2024

**Clerk's File #** OPR 2023-0249

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	FLEET SERVICES	<b>Project #</b>	
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<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Bid #</b>	RFP 5800-23
---------------------------	------------------------	--------------	-------------

<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG	<b>Requisition #</b>	CR25951
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
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<b>Agenda Item Name</b>	5100 - FLEET SERVICES CONTRACT RENEWAL WITH TOBY'S BODY		
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**Agenda Wording**

Fleet Services would like to add \$75k to the total annual compensation for this contract.

**Summary (Background)**

Higher than anticipated usage and inflation have led to expenditures above the original contract dollar amount. Toby's service provides collision repair, painting, and auto body.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost	\$ 300,000.00
------------	---------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

**Narrative**

**Amount**

**Budget Account**

Expense	\$ 300,000.00	# 5100-71700-48348-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

GIDDINGS, RICHARD

##### Division Director

BOSTON, MATTHEW

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

keith@tobysbodyandfender.com

atrussell@spokanecity.org

rgiddings@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

korlob@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CP Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 - Toby's Body & Fender Service Contract Amendment
<b>Summary (Background)</b>	Fleet Services would like to add \$75k to the total annual compensation for this contract.  Higher than anticipated usage and inflation have led to expenditures above the original contract dollar amount.
<b>Proposed Council Action</b>	Approve Amendment
<b>Fiscal Impact</b>	<p>Total Cost: <u>\$75,000</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Services Budget</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
	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? Costs are collected to be compared during future contract bids.
	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

# 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:** 1/30/24      **Type of expenditure:**    Goods     Services

**Department:** Fleet Services

**Approving Supervisor:** Rick Giddings

**Amount of Proposed Expenditure:** \$300,000

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

**Funding Source** Fleet Repair Budget

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

**Why is this expenditure necessary now?**

Costs for parts and service and demand relating to auto body repair have increased dramatically in recent years. This addition will more closely reflect yearly expenditure.

**What are the impacts if expenses are deferred?**

Inability to provide timely collision repair to city vehicles.

**What alternative resources have been considered?**

In our most recent RFP for Auto Body Services, Pomp's was the only respondent. At this time we do not have a backup vendor to perform auto body repair.

**Description of the goods or service and any additional information?**

Collision repair, painting, and auto body.

**Person Submitting Form/Contact:** Rick Giddings

**Division Director:**  
Rick Giddings  
Digitally signed by Rick Giddings  
Date: 2024.01.30 15:42:32 -08'00'

**CFO Signature:**  
*Matthew Boston*

**City Administrator Signature:**  
*[Signature]*  
Garrett [Name] (Feb 1, 2024 13:15 PST)

**Additional Comments:**










# ECF Toby's Contract Addition

Final Audit Report

2024-02-01

Created:	2024-01-31
By:	Erin Haugen (ehaugen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALJuKd9aWhGG9m6JGfjd-UxfCGFam3Q1_

## "ECF Toby's Contract Addition" History

-  Document digitally presigned by Rick Giddings (rgiddings@spokanecity.org)  
2024-01-30 - 11:42:32 PM GMT
-  Document created by Erin Haugen (ehaugen@spokanecity.org)  
2024-01-31 - 5:32:05 PM GMT
-  Document emailed to Matthew Boston (mboston@spokanecity.org) for signature  
2024-01-31 - 5:32:52 PM GMT
-  Email viewed by Matthew Boston (mboston@spokanecity.org)  
2024-01-31 - 7:43:39 PM GMT
-  Document e-signed by Matthew Boston (mboston@spokanecity.org)  
Signature Date: 2024-01-31 - 7:43:45 PM GMT - Time Source: server
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2024-01-31 - 7:43:46 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2024-02-01 - 9:15:18 PM GMT
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2024-02-01 - 9:15:29 PM GMT - Time Source: server
-  Agreement completed.  
2024-02-01 - 9:15:29 PM GMT



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: AUTO BODY REPAIR SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TOBY’S BODY & FENDER**, whose address is 1022 North Normandie Street, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed provide Auto Body Repair Services to the Fleet Department; and*

*WHEREAS, additional funds are needed, thus, the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 6, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on March 1, 2024 and shall run through December 31, 2026.

**3. COMPENSATION.**

The City shall pay an additional annual amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, plus applicable sales tax, per year, for a total annual amount of **\$750,000.00**, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**TOBY'S BODY & FENDER**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney





**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/13/2024

**Clerk's File #**

OPR 2020-0049

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

FLEET SERVICES

**Project #**

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Bid #**

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Requisition #**

CR25950

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART

**Agenda Item Name**

5100 - FLEET SERVICE CONTRACT AMENDMENT - SOLID WASTE SYSTEMS

**Agenda Wording**

Fleet Services is requesting an amendment for an additional \$800k for Solid Waste Systems to repair various refuse trucks.

**Summary (Background)**

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

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 800,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

This contract is necessary for the daily operations of the refuse trucks.

**Amount**

**Budget Account**

Expense \$ 800,000.00

# 5100-71700-48348-54803

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	02-26-2024
<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	rgiddings@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Cathcart, Wilkerson, Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Addition to SWS Equipment Service Contract
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Fleet Services would like to add an additional \$800,000 to our Service Contract with SWS Equipment for the Sole Source repairs to specialized refuse truck bodies. Increased repair demand and inflation have resulted in significantly higher expenditures with SWS over the last year. This change will more accurately reflect the yearly need.
*use the Fiscal Impact box below for relevant financial information	
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$800,000</u> Current year cost: \$800,000 Subsequent year(s) cost:	
<b>Narrative:</b> <u>SWS Equipment is an approved Sole Source supplier of specialized refuse body parts and service.</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (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? Cost information is collected for future value analysis.	
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	



**City of Spokane**  
**CONTRACT AMENDMENT**  
Title: **CURBTENDER, LABRIE AND  
SEWER EQUIPMENT SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SOLID WASTE SYSTEMS (SWS)**, whose address is 6515 North Nixon Avenue, Spokane Valley, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Curbtender, Labrie and Sewer Equipment Services on an as-needed basis to the City of Spokane; and*

*WHEREAS, additional funds are needed, thus, the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated January 28, 2020 and February 12, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on March 1, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**SOLID WASTE SYSTEMS**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/7/2024

**Clerk's File #**

OPR 2024-0176

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

FACILITIES MANAGEMENT

**Project #**

**Contact Name/Phone**

DAVE STEELE 625-6064

**Bid #**

RFB 24-001

**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

**Requisition #**

CR #26002

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5900 CITY HALL WINDOW REPLACEMENTS

**Agenda Wording**

The City of Spokane Facilities Department completed a request for bids for replacement of eleven (11) double-pane, tinted to match, exterior windows in various locations throughout City Hall. River City Glass was the low bidder of \$70,750.37 plus tax

**Summary (Background)**

The City of Spokane Facilities Department is continuing to invest in the historic City Hall structure, working to complete ongoing replacement of failed windows ensuring that the investments made in the facade and roof over the last few years are met with equal investments in water and moisture penetration through failed windows and seals. This work begins the effort by replacing 11 known failed windows in the building.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 77,177.90

Current Year Cost \$ 77,177.90

Subsequent Year(s) Cost \$ 0

**Narrative**

The Facilities Department is continuing to invest in the City Hall structure, working to complete ongoing replacement of failed windows to prevent water and moisture penetration to support roof and facade work that has been completed in recent years.

**Amount**

**Budget Account**

Expense \$ 77,177.90

# 5900-71300-18300-54802-81062

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	TEAL, JEFFREY
<b><u>Division Director</u></b>	BOSTON, MATTHEW
<b><u>Accounting Manager</u></b>	BUSTOS, KIM
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	JONES, GARRETT

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

shelly@rivercityglass.com	dstele@spokanecity.org
laga@spokanecity.org	klong@spokanecity.org
baileigh@rivercityglass.com	john@rivercityglass.com
kbustos@spokanecity.org	facilitiesdepartment@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	2/26/2024
<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 509.625.6064
<b>Council Sponsor(s)</b>	Councilmembers Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	City Hall Damaged Window Replacement – River City Glass
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	The City of Spokane Facilities Department completed a request for bids for the replacement of 11, double pane, tinted to match, exterior windows in various locations throughout City Hall. River City Glass was the low bidder at \$70,750.37 plus applicable tax.
*use the Fiscal Impact box below for relevant financial information	
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost:	
Current year cost: \$70,750.37 plus applicable tax	
Subsequent year(s) cost: NA	
<b>Narrative:</b> The City of Spokane Facilities Department is continuing to invest in the historic City Hall structure, working to complete ongoing replacement of failed windows ensuring that the investments made in the façade and roof over the last few years are met with equal investments in water and moisture penetration through failed windows and seals. This work begins the effort by replacing the 11 know failed windows in the building.	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? NA	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
NA	
<b>Operations Impacts:</b>	
Failed or damaged windows can present a safety hazard with broken glass and result in water infiltration / significant heat loss.	
<b>What impacts would the proposal have on historically excluded communities?</b>	
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**

**PUBLIC WORKS AGREEMENT**

Title: **CITY HALL WINDOW  
GLAZING REPLACEMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **RIVER CITY GLASS, INC.**, whose address is 6615 East Main, Spokane Valley, Washington 99212 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Contract is to the City Hall Multiple Window Glazing Replacements; and*

*WHEREAS, the Contractor was selected from Request for Bid No. 24-001 issued by the City.*

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

**1. TERM OF AGREEMENT.**

This Contract shall begin on February 1, 2024 and shall end on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

**2. SCOPE OF WORK.**

The Contractor’s General Scope of Work for this Contract is described in the Contractor’s Response to RFB, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

**3. COMPENSATION / PAYMENT.**

Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **SEVENTY THOUSAND SEVEN HUNDRED FIFTY AND 37/100 DOLLARS (\$70,750.37)**, not including applicable tax, 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 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, [facilitiesdepartment@spokanecity.org](mailto:facilitiesdepartment@spokanecity.org), Attn: Dave Steele. All invoices should include the City Clerk’s 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.

#### **4. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **5. 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 Washington State Department of Labor and Industries (L & I); 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.

#### **6. STATE PREVAILING 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. RETAINAGE IN LIEU OF BOND.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

#### **8. 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.

#### **9. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

**10. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

**11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**12. DEBARMENT AND SUSPENSION.**

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

**13. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

**14. 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 Title 48 RCW:

- 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 Contractors General Liability insurance policy must be a minimum of \$1,500,000, 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 Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **15. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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).

**16. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

**17. ASSIGNMENT AND SUBCONTRACTING.**

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

**18. TERMINATION.**

Either party may terminate this Contract, with or without cause, 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.

**19. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

**20. ANTI KICK-BACK.**

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

## 21. 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.

## 22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

## 23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**RIVER CITY GLASS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor' Response to RFB



## 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 actual knowledge and belief, that its officers and directors:
  - 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 style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



**EXHIBIT B**  
**Certification of Compliance with Wage Payment**  
**Statutes and Washington Department of Labor and**  
**Industries Training Requirement**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

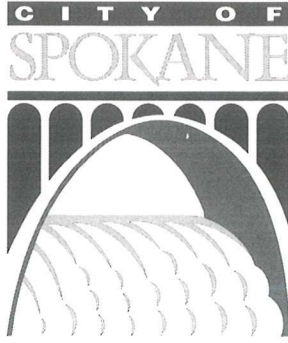
Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

## EXHIBIT C



CITY OF SPOKANE  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
509-625-6551

LISA BROWN  
MAYOR  
January 11, 2024

**ADDENDUM NO.1**

**This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed.**

Adding 3 more windows for bid purposes:

(3) 44"x 92.75" – ¼" grey temp. glass with inner heat mirror coating '3' and ¼" clear tempered block

*7<sup>th</sup> Floor, South Wall, Southwest Corner x 3*

Kelly Long  
Facilities Department

---

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

The undersigned acknowledges receipt of this Addendum.

River City Glass, Inc.

Company  
Shelli Cashman

Authorized Signature



# City of Spokane Invitation To Bid

**Project Title:** RFB 24-001 Facilities CityHall Multiple Window Glazing Replacements Multiple Floors

## SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on Jan 9 or 10, 24 at 8:30 am. The location will be 808 W. Spokane Fall Blvd, Spokane WA MANDATORY WALK THRU ON FOR EITHER DAY - RSVP.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 1 pm on January 18 2024 to Kelly Long at VIA EMAIL ONLY klong@spokanecity.org, Spokane, WA ZIP.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 1-360-705-6741 to obtain a business registration. If the Vendor 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.



# City of Spokane Invitation To Bid

## SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:  
Name: Dave Steele  
Department: Facilities Department  
Phone: 509.625.6064  
Email: dsteale@spokanecity.org
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by contract date.
4. **LIQUIDATED DAMAGES.** If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of n/a for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
  - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
  - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
  - 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract;
    - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



# City of Spokane Invitation To Bid

- c. 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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. 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 insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is January 18, 2024.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
    - a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
    - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
    - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.





# City of Spokane Invitation To Bid

## SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
3. SCOPE OF WORK.

Contractor shall provide and install glazing for 8 openings to match existing commercial office windows and shall be responsible for all tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete the removal of existing glazing and installation of new glazing to complete this work. City Hall is listed on the historic register and all work shall be completed in a manner that protects that status.

-Contractor shall match existing all colors, tints, reflectivity, coatings, etc. to existing.

-Contractor shall submit samples of glazing & materials for Facilities approval prior to installation of any materials.

-Contractor shall be responsible for field verifying all dimensions

-Approximate locations / dimensions are

(1) 34.25 x 80.75" - ¼" grey temp. glass with inner heat mirror coating `3' and ¼" clear tempered block

*6<sup>th</sup> Floor, Southeast Corner*

(4) 46"x76" - ¼" grey temp. glass with inner heat mirror coating `3' and ¼" clear tempered block

*2<sup>nd</sup> Floor, West Wall*

*2<sup>nd</sup> Floor, South Wall*

*2<sup>nd</sup> Floor Southwest Diagonal Corner*

*1<sup>st</sup> Floor, South Wall*

(1) 44"x 92.75" - ¼" grey temp. glass with inner heat mirror coating `3' and ¼" clear tempered block

*7<sup>th</sup> Floor, Southeast Corner*

(1) 60.75"x 81.25" - ¼" grey temp. glass with inner heat mirror coating `3' and ¼" clear tempered block

*5<sup>th</sup> Floor, Northeast Corner*

(1) 51.25" x 93.5" - ¼" grey temp. glass with inner heat mirror coating `3' and ¼" clear tempered block

*7<sup>th</sup> Floor, Southwest Diagonal Corner*

### SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORM DUE WITH BID.

**Building / Site Access:**

*Coordinate building parking / contractor access / before or after hours*

**Internal Office Access:**

*Coordinate office access / before or after hours / remove obstructions / personal belongings*





# City of Spokane Invitation To Bid

## BID

TO: CITY OF SPOKANE, WASHINGTON  
 PROJECT NAME: RFB 24 -001 Facilities CityHall Multiple Window GlazingReplacements Multiple Floors

**BIDDER'S DECLARATION.** The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

**BID OFFER.** The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ <u>70,750.37</u>	Alt 1 Description or Delete	
SALES TAX (9 %)	\$ <u>6,367.53</u>	(Include Retail Sales Tax)	N/A\$
TOTAL BASE BID PRICE:	\$ <u>77,117.90</u>	Alt 2 Description or Delete	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep: \$ _____		(Include Retail Sales Tax)	\$
		Alt 3 Description or Delete	
		(Include Retail Sales Tax)	\$

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>River 0603427</u>
U.B.I. Number	<u>0601 534 975</u>
Washington Employment Security Department Number	<u>811635005</u>
Washington Excise Tax Registration Number	<u>061534975</u>
City of Spokane Business Registration Number	<u>L9609621</u>

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (  YES ) (  NO )

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) \_\_\_\_\_ and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (  YES ) (  NO )

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: River City Glass, Inc.  
 SIGNATURE: Sherry Cashman  
 TITLE: Vice President PHONE: 509-532-0252  
 ADDRESS: 1615 E. Main Spokane WA 99212



# City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 24 -001 Facilities CityHall Multiple Window GlazingReplacements Multiple Floors

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Alpen Clear Performance

TYPE OF WORK/BID ITEM Heat Mirrors

AMOUNT \$ 21,324.00

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

1-17-2024

Date

Shelly Cashman

Signature of Authorized Representative





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or



- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**



This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure To Disclose Hazards.....	8
3. Damage To Premises Rented To You.....	8
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	10
8. Automatic Additional Insured - Specified Relationships:.....	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	14
11. Broadened Notice Of Occurrence.....	14
12. Nonowned Aircraft.....	14
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined.....	15
15. Former Employees As Insureds.....	15
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage.....	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

#### B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000  
Aggregate Limit: \$3,000,000  
Deductible Amount: \$ 1,000

##### 3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

- Bail Bonds: \$2,500
- Loss Of Earnings: \$ 500



**5. Medical Payments**

Medical Expense Limit: \$10,000

**9. Property Damage To Borrowed Equipment**

Each Occurrence Limit: \$10,000  
 Deductible Amount: \$ 250

**16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage**

**Limits Of Insurance**

Voluntary Property Damage Coverage:  
 \$1,000 Each Occurrence  
 \$5,000 Aggregate  
 Care, Custody Or Control Liability Coverage:  
 \$5,000 Each Occurrence unless otherwise stated \$ \_\_\_\_\_

**Deductible Amount (Each Occurrence)**

Voluntary Property Damage Coverage: \$250  
 Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE  (For Limits in Excess of \$5,000)	ADVANCE PREMIUM  (For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
<b>TOTAL ANNUAL PREMIUM</b>			<b>\$</b>

**C. Coverages**

**1. Employee Benefit Liability Coverage**

a. The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY COVERAGE**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or



2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

## (2) Exclusions

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

**b. Who Is An Insured**

As respects Employee Benefit Liability Coverage, Section II - Who Is An Insured is replaced by the following:

- (1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits Of Insurance**

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

**(4) Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and



- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

#### d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

#### 2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:

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

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

**b. Method Of Sharing**

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

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

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
  3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
    - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans and pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
    - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.
2. **Unintentional Failure To Disclose Hazards**

**Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions,** other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":



- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
  - 1) Wear and tear;
  - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - 3) Smog;
  - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - 5) Settling, cracking, shrinking or expansion;
  - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
  - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
  - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
  - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
  - (iii) Water under the ground surface pressing on, or flowing or seeping through:
    - 1) Foundations, walls, floors or paved surfaces;
    - 2) Basements, whether paved or not; or
    - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
  - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

#### c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:
  - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
    - a.** While rented to you, or temporarily occupied by you with permission of the owner;
    - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
    - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B.** Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

#### 4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

#### 5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

#### 6. 180 Day Coverage For Newly Formed Or Acquired Organizations

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### 7. Waiver Of Subrogation

**Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

#### 8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

##### (a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-



half of such additional insured.

**(b) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds 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). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(c) Vendors**

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
  - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c)(i)4 or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision -**

### **Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.



(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

#### **Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4. Other Insurance** is amended to include:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **9. Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **2.j. Damage To Property** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**.

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**11. Broadened Notice Of Occurrence**

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

**12. Nonowned Aircraft**

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;



- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

### 13. Bodily Injury Redefined

**Section V - Definitions, 3.** "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

### 14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

### 15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

### 16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

#### **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

##### **(1) Insuring Agreement**

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

### **(2) Exclusions**

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product**, and **l. Damage To Your Work**.

### **(3) Definitions**

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

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

**b. Care, Custody Or Control Liability Coverage**

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Paragraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

**c. Limits Of Insurance And Deductibles**

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

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

(2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

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

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

**(4) Deductible Clause**



- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B**, Limits Of Insurance, **16**, Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV** - Commercial General Liability Conditions, **2**, Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

**17. Broadened Contractual Liability - Work Within 50' Of Railroad Property**

**Section V - Definitions, 9.** "Insured contract" is amended as follows:

- a. Paragraph **c**. is replaced by the following:
  - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

**18. Alienated Premises**

Exclusion **2j**, Damage To Property, Paragraph **(2)** under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

### SECTION I - COVERAGES

#### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

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

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

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.



- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

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

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,



smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

#### g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### h. Mobile Equipment

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

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

#### i. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

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

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

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

**n. Recall Of Products, Work Or Impaired Property**

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

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

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

**o. Personal And Advertising Injury**

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



**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

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

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

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

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

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

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

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

**2. Exclusions**

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

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

**e. Contractual Liability**

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

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

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

**h. Wrong Description Of Prices**

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

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

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

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

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or



expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

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

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

**COVERAGE C - MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations; provided that:
    - (a) The accident takes place in the "coverage territory" and during the policy period;
    - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
    - (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

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

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

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

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.



## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:  
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

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

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

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

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

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

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

### 3. Legal Action Against Us

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

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

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

### 4. Other Insurance

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

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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

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

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow



this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

## 5. Premium Audit

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

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

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

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

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this

Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

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

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

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:



- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

For the purposes of this insurance, electronic data is not tangible property.

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

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

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

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

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and



- (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.



**License Information:**

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

**Entity name:** RIVER CITY GLASS, INC.  
**Business name:** RIVER CITY GLASS, INC.  
**Entity type:** [Profit Corporation](#)  
**UBI #:** 601-534-975  
**Business ID:** 001  
**Location ID:** 0001  
**Location:** Active  
**Location address:** 6615 E MAIN AVE  
 SPOKANE VALLEY WA 99212-0866  
**Mailing address:** 6615 E MAIN AVE  
 SPOKANE VALLEY WA 99212-0866  
**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
<a href="#">Asotin County General Business - Non-Resident</a>				Active	Dec-31-2023	Jun-12-2023
<a href="#">Kennewick General Business - Non-Resident</a>				Active	Aug-31-2024	Aug-07-2023
<a href="#">Moses Lake General Business - Non-Resident</a>	BUS2015-10288			Active	Mar-31-2024	Sep-14-2015
<a href="#">Pasco General Business - Non-Resident</a>	41322			Active	Aug-31-2024	Aug-25-2023
<a href="#">Pullman General Business - Non-Resident</a>				Active	Mar-31-2024	Jul-20-2020
<a href="#">Quincy General Business - Non-Resident</a>				Active	Aug-31-2024	Aug-21-2023
<a href="#">Spokane General Business - Non-Resident</a>	T12024439BUS			Active	Mar-31-2024	Oct-15-2012
<a href="#">Spokane Valley General Business</a>	01751			Active	Mar-31-2024	Mar-03-2004



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

Governing people

Title

CASHMAN, HARRY

CASHMAN, SHELLY

The Business Lookup information is updated nightly. Search date and time: 1/30/2024 10:20:51 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

**Clerk's File #**

OPR 2022-0644

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

CITY ATTORNEY

**Project #****Contact Name/Phone**

ELIZABETH 6232

**Bid #****Contact E-Mail**

ESCHOEDEL@SPOKANECITY.ORG

**Requisition #**

CR26045

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE

**Agenda Item Name**

0500 -SPECIAL COUNSEL CONTRACT AMENDMENT #5

**Agenda Wording**

Special Counsel Contract Amendment with Craig Trueblood of K&L Gates, LLP. (Seattle, WA) for outside legal counsel in the City of Spokane v. Dept. of Ecology - Additional \$100,000. Total contract amount \$600,000.

**Summary (Background)**

The City has a contract with Craig Trueblood of K & L Gates, LLP., as outside legal counsel to represent and assist the City in the matter of City of Spokane v. Washington State Department of Ecology, which is the City's appeal of its NPDES Permit. The matter is currently set for trial before the PCHB in May 2024. Additional funds are need: We request an additional \$100,000 to the contract for a total of \$600,000.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 100,000

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Expense \$ 100,000

# 4320-30210-35141-54105-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

PICCOLO, MIKE

##### Division Director

##### Accounting Manager

BUSTOS, KIM

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

craig.trueblood@klgates.com

ESchoedel@spokanecity.org

mfeist@spokanecity.org

rgennett@spokanecity.org

rhulvey@spokanecity.org

mpiccolo@spokanecity.org

ethan.morss@klgates.com

kkeck@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	2/26/24
<b>Submitting Department</b>	City Legal
<b>Contact Name</b>	Elizabeth Schoedel / Mike Piccolo
<b>Contact Email &amp; Phone</b>	<a href="mailto:eschoedel@spokanecity.org">eschoedel@spokanecity.org</a> / <a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Special Counsel Contract Amendment #5
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>The City has a contract with Craig Trueblood of K &amp; L Gates, LLP., as outside legal counsel to represent and assist the City in the matter of City of Spokane v. Washington State Department of Ecology, which is the City's appeal of its NPDES Permit. The matter is currently set for trial before the PCHB in May 2024.</p> <p>Additional funds are need: We request an additional \$100,000 to the contract for a total of \$600,000.</p>
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>100,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>N/A</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? N/A – This work is for special counsel representation to the City.</li>   <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This work is for special counsel representation. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.</li>   <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A</li> </ul>	



- 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 Contract Amendment is consistent with the City's requirements for helping align City policies by providing the City with legal support and representation in current litigation regarding its NPDES Discharge Permit.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Legal Service contract.

**N/A**



**City of Spokane**  
**SPECIAL COUNSEL**  
**CONTRACT AMENDMENT #5**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the Parties entered into a Contract wherein the Firm agreed to provide legal services, advice and legal representation to the City in the Appeal of the City's NPDES Permit, consistent with applicable laws and this Contract; and*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

*-- NOW, THEREFORE, in consideration of these terms, the Parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The original Contract, dated September 12, 2022, with an effective date of August 1, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective January 15, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**.

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

**CRAIG TRUEBLOOD**  
**LAW FIRM K & L GATES, LLP.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

Lisa Brown  
\_\_\_\_\_  
Type or Print Name

Mayor  
\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

U2024-011



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/25/2024

**Clerk's File #**

OPR 2024-0177

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

**Project #**

**Contact Name/Phone**

KRISTEN 509-625-6573

**Bid #**

RFP 5941-23

**Contact E-Mail**

KZIMMER@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON

**Agenda Item Name**

MEDIA SERVICES CONTRACT FOR WATER CONSERVATION EDUCATION

**Agenda Wording**

4100-Water & Hydroelectric Services, Consultant Agreement, with Rogue Heart Media for educational media services for the Water Wise Spokane (conservation) program, not to exceed \$95,000.00

**Summary (Background)**

Informal Request for Proposals #5941-23 was issued in July of 2023 to more than 90 firms. Four proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking. Water Wise Spokane programs have been created to support efforts to reduce customer water use and utility bills year-round. The contractor will work with City staff to implement Strategic Public Education & Awareness Campaigns.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 95,000.00

Current Year Cost \$ 95,000.00

Subsequent Year(s) Cost \$

**Narrative**

Funding for this contract is available in the Water & Hydroelectric Services department budget.

**Amount**

**Budget Account**

Expense \$ 95,000

# 4100-42415-34148-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	02/26/2024
<b>Submitting Department</b>	Water & Hydroelectric Services
<b>Contact Name</b>	Kristen Zimmer
<b>Contact Email &amp; Phone</b>	kzimmer@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CP Wilkerson</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	MEDIA SERVICES CONTRACT FOR WATER CONSERVATION EDUCATION
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Informal Request for Proposals #5941-23 was issued in July of 2023 to more than 90 firms. Four proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking.</p> <p>Water Wise Spokane programs have been created to support efforts to reduce customer water use and utility bills year-round. The contractor will work with City staff to implement strategic public education &amp; awareness campaigns. The work includes but is not limited to production of legacy media content for the City of Spokane website (program and department videos, video curriculum, etc.), promotional strategy, program development and reporting support.</p> <p>The work produced supports and aligns with the Sustainability Action Plan, ORD C36209, and the City's Water Conservation Master Plan.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$95,000.00</u></p> <p style="padding-left: 20px;">Current year cost: \$95,000.00</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$95,000.00</p> <p><b>Narrative:</b> <u>Funding for this contract is available in the Water &amp; Hydroelectric Services department budget.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the SAP and ORD C36209.





**City of Spokane**  
**PERSONAL SERVICE AGREEMENT**  
Title: **WATER CONSERVATION EDUCATION  
CAMPAIGN SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROGUE HEART MEDIA INC.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Conservation Education Promotional Services, in accordance with IRFP 5941-23, and Company’s Response dated July 21, 2023, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on February 14, 2024, and shall run through February 13, 2025, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period.

**3. COMPENSATION / PAYMENT.**

Total annual compensation for Company’s services under this Agreement shall not exceed **NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00)**, and applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **7. INDEMNIFICATION.**

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

#### **8. INSURANCE.**

During the period of the Agreement, the Company 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 agreement. 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 Agreement;

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 Agreement; and

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

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 or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **10. DEBARMENT AND SUSPENSION.**

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

#### **11. AUDIT.**

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

#### **12. ASSIGNMENT AND SUBCONTRACTING.**

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

### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

### **14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **16. ANTI KICK-BACK.**

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

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall

have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**ROGUE HEART MEDIA INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Exhibit A – Certificate Regarding debarment

Exhibit B – Company’s Response to IRFP dated July 21, 2023

23-181

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

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

**EXHIBIT B**



## Bid Response Summary

**Bid Number** IRFP 5941-23  
**Bid Title** Water Stewardship Media Campaign  
**Due Date** Tuesday, July 25, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Rogue Heart Media  
**Submitted By** Megan Kennedy - Tuesday, July 25, 2023 12:55:15 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 megan@rogueheartmedia.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Informal Request for Proposal document(s) and all related information has been read and understood.	I agree and I acknowledge
	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 AND ACKNOWLEDGED

4	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 for public record requirements.	I agree and I acknowledge
5	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	FWfwfe
6	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	I agree and I acknowledge
7	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Megan Schuyler Kennedy, 509-919-6551. megan@rogueheartmedia.com
9	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.	Megan Schuyler Kennedy, 509-919-6551. megan@rogueheartmedia.com
DOCUMENTS TO UPLOAD:		

1	Upload Request for Informal Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	IRFP5941-23WATERWISE_PROPOSAL_ROGUEHEART.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.	
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.	



WATER STEWARDSHIP MEDIA CAMPAIGN

**IRFP 594 1-23**

CITY OF SPOKANE

ROGUE HEART

MEDIA THAT MAKES A DIFFERENCE



## LETTER OF SUBMITTAL

July 21, 2023

City of Spokane  
Attn: Thea Prince  
IRFP COORDINATOR, City of Spokane Purchasing Department  
808 W Spokane Falls Boulevard  
Spokane, WA 99201

Dear Thea~

Thank you for the opportunity to put forth a proposal to continue supporting the water conservation and preservation goals of the City of Spokane through the Water Wise Spokane campaign. It has been our joy to build the campaign with City staff & partners and see the programs, reach, and impact grow.

We conduct all business from our studio location on North Monroe Street (address below) and film much of our work out in the community: our heart is here, in our local region. We are legally a Social Purpose Corporation, structured as a C Corp, 100% woman-owned, and are B Corp Certified.

We acknowledge that, if awarded this contract, we will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies. We hope for the opportunity to continue supporting the City's goals with meaningful media and impactful social marketing!

Sincerely,

**Megan Kennedy | Founder & Creative Director**  
Megan@rogueheartmedia.com | 509-919-6551

VITALS:

**ROGUE HEART MEDIA SPC**  
2916 N MONROE ST.  
SPOKANE WA, 99205  
PH: 509.919.6551  
megan@rogueheartmedia.com

**FOUNDED 2011, INCORPORATED 2013, B CORP 2022**

# TECHNICAL PROPOSAL

## A. PROJECT APPROACH / METHODOLOGY

At Rogue Heart, our methodology is built upon a belief in the power of authentic storytelling, the value of collaboration, and the importance of community. As a social purpose corporation, it is within the foundation of our business to benefit our community, and that guiding compass makes us a highly valuable partner to our clients, who care about growing comprehension and behavioral change for positive outcomes. We are adaptive and compassionate by nature, priding ourselves on identifying the unique needs, goals, and obstacles of those we serve. We exist to create *Media that Makes a Difference*.

The proposal that follows reflects our approach to supporting the City's ongoing efforts to promote water conservation, pollution prevention, stormwater protection and the overall stewardship of our aquifer and local water system. Beginning with a deep care for our clients and a shared focus on effective content and measurable results, in general terms, our methodology follows a structure of:

1. CAMPAIGN DEVELOPMENT/PRE-PRODUCTION
2. MEDIA PRODUCTION & DESIGN
3. POST-PRODUCTION & FEEDBACK
4. APPROVAL & DISTRIBUTION
5. TRACKING / REPORTING
6. ADAPTING

Our aim is to appreciate the full picture of needs and challenges (1. Development), to create media that makes a difference towards those aims (2. Production- 3. Post-Production), and deliver pieces strategically to the intended audience (4. Distribution) in a way that is measurable (5. Tracking) and that we can learn from (6. Adapting) in order to adjust the campaign as necessary. Because of the length of this contract, we would visit each step within this structure multiple times with multiple campaign efforts- some of which will overlap or unfold concurrently, each time approaching media creation and distribution with further clarified understanding of what is working to reach and motivate audiences of each promotion.

As outdoor enthusiasts and loyal residents of Spokane, the aims of this campaign are of the highest importance to our team, not only because it is in alignment with our social purpose, but because we have learned so much in the past five years of building the Water Wise Spokane campaign alongside City of Spokane staff. These efforts include the campaign rebrand (formerly *Slow the Flow*), establishing social channel profiles, creating benchmarks for digital content performance, and producing an extensive local media library - and we are eager to continue to build on what we've collectively learned.

Additionally, our approach to this project will continue to be rooted in interdepartmental collaboration with the City. As the reach and success of the Water Wise Spokane campaign have grown, so have the necessary partnerships between departments to share in the community outreach and social platform maintenance as well as planning and strategizing efforts. Bringing together the City's messaging for Stormwater Protection, Water Conservation, and Wastewater Treatment under Water Wise Spokane has allowed campaign audiences further insight into the interconnectedness of our local water system and the interrelated goals and impacts for our region's health. By growing what Water Wise Spokane represents and being nimble to incorporating messaging and goals from multiple programs in partnership, we've avoided duplicate efforts and the risk of watered-down audiences - which would have been costly and detrimental to the City's overall goals.

# TECHNICAL PROPOSAL (CONTINUED)

## B. WORK PLAN

Changing behaviors for healthier communities starts with connection and trust: Connection to the issues and their impacts, and trust that efforts made will actually be meaningful. And ideally, our asks of citizens need to be reasonable, simple, and when appropriate, incentivized. We love being a resource to our clients on the architecture of new and refreshed programs, and the messaging to promote them. Through compelling video, photography, design, and copywriting, the diverse ways for citizens to engage in the City's Water Wise Spokane programs come to life. These communication tools support our work in community-based social marketing, or the pursuit to impact behavior.

With a bit of strategic user experience (UX) considerations, the arena with the clearest paths to tracking the effectiveness of marketing is digital. In part, because online platforms form an ecosystem where citizens can be moved to actions with ease: upon seeing a carousel ad on Facebook, a video ad on Hulu, or a banner ad with radio spot on Pandora to name a few- a citizen can click and be taken to deeper information and immediately sign up for resources, rebates, etc on the City's website. We can help citizens to connect with an ask with catchy, hopeful, funny, or inviting content - and most importantly, content that is localized to our community in a way that builds trust and connection for ongoing benefits. Here again the value of digital spaces is clear: once citizens are interested in what we are sharing, they can stay connected by following Water Wise Spokane on social channels, signing up for informational & contest newsletters.

In the Water Wise Spokane campaign thus far, we have established strong channels on Facebook, Instagram, and YouTube, which feed back to the City's dedicated web pages: [waterwisespokane.org](http://waterwisespokane.org), [spokanescape.org](http://spokanescape.org), and [spokanestormwater.org](http://spokanestormwater.org). These sites have been bolstered by designed assets and video embeds made since 2019 that educate viewers about "What" important work the City is doing across departments, "Why" the Water Wise program offerings & tips are worthwhile solutions, and "How" they can take pride in (easily) participating and make a difference here at home!

The "Who" in these videos has been consistently and admirably, City Staff and citizen advocates. While many agencies go the route of hiring actors for video work, it is our belief at Rogue Heart that community members crave and connect with authenticity. The value of seeing their neighbors' water conservation wins celebrated such as in our Water Wise Challenge and Flume user profiles has the added strength of or meeting the staff who will actually come to their home for an irrigation check-up first in a video, and then at their door... That value and trust cannot be understated. These individuals featured in our Water Wise videos thus far can speak with genuine enthusiasm, which is key. Not to mention, the City's budget can stretch further and afford additional ad reach rather than investing in acting talent and agency fees.

Our current community outreach content tends to reflect the following value proposition:

***"If I participate in WATER WISE SPOKANE programs, I will feel good making a big difference with small changes that protect our natural resources and save me money on my utility bill."***

Our team has helped the City build a strong foundation with active channels and legacy content, and we can hardly wait to see where we can grow the efforts together from here. As we seek to impact our region with behavior changes of high likelihood and high impact, our audiences and our messages continue to take shape.



# TECHNICAL PROPOSAL (CONTINUED)

Determining the balance of content to meet the needs of the programs and departments involved in the Water Wise Spokane campaign requires regular check-ins and reporting opportunities. Following a deeper strategic development meeting at the start of the new contract, during which we would hope to further clarify the timely goals of each stakeholder, adjust and finesse the overarching timeline and content ideas drafted here, and we would then advocate for meeting monthly with department collaborators to check in on progress and adapting organic content and ads accordingly, sharing and developing ideas together, and planning for fresh media acquisition opportunities and access as the year continues.

## SCOPE OF SERVICES / PROJECT REQUIREMENTS

We understand that the Water Wise Spokane campaign requires covering diverse but interrelated topics of good stewardship and use reduction, including the following:

- **GOAL: Reduce indoor & outdoor water use**
  - **Residential:** Primary audience is single family home owners  
*INCENTIVES & RESOURCES TO PROMOTE: Rebates on water-efficient equipment upgrades, 1:1 sprinkler system reviews, SpokaneScape program, water-saving contests*
  - **Commercial:** Primary audience is property management & facility maintenance pros  
*INCENTIVES & RESOURCES TO PROMOTE: Rebates on water-efficient equipment and landscaping upgrades and free commercial facility site reviews & assessments*
- **GOAL: Increase understanding of pollution vulnerabilities & prevention solutions**
  - **Residential:** Audiences include vehicle owners, pet owners, home owners with swales, outdoor recreators... Strategic prioritizing & further discussion desired.  
*INCENTIVES & RESOURCES TO PROMOTE: Incentive ideas include pavement pollutant education paired with free commercial car wash tokens, creative pet waste pickup encouragements, partner with oil change businesses for rewarding quick fixes of vehicle fluid leaks and building awareness of the connection to river health.*
  - **Commercial:** Primary audience is business owners in high-pollutant sectors (mechanics, salons, fast food, etc) and commercial properties with stormwater facilities  
*INCENTIVES & RESOURCES TO PROMOTE: Proper source control for pollution prevention including promotion of EnviroCertified program, and swale maintenance education. Further strategic development of incentive possibilities would be desired.*
- **GOAL: Build contextual understanding of Public Works systems & goals**
  - Wastewater treatment, biosolids management, and discharge to river
  - Stormwater infrastructure maintenance, treatment, and improvements
  - Water conservation public education (Natural system & City infrastructure)

This third broader set of subjects serves a few purposes, including building respect and trust with the audiences. When citizens see the great length the City is going to move our region towards our goals for water conservation and stormwater pollution prevention, they will not be as easily dismissive of their responsibilities. We are all in this together, and we need to SHOW that as we are asking for public buy-in.

# TECHNICAL PROPOSAL (CONTINUED)

We understand that if given the opportunity under this contract, we would grow our work with staff to create refreshed promotional strategies and ongoing multimedia (including legacy videos and timely short form content for different platforms and uses), support new program development and relevant reporting for the sake of measuring against goals for reach, participation, and behavior impacts among residents, as well as for use within the Municipal Stormwater Permit requirements regarding public education and outreach.

## PROPOSED TASKS, SERVICES, AND ACTIVITIES

### - Social Marketing Strategic Support & Content Development

With such a strong foundation of contemporary branding, active channels, and legacy videos established, we are excited by what this new chapter for Water Wise Spokane could look like. The campaign is poised to benefit from more targeted and strategic actions for the behavior changes the City would like to see. At this stage, for both water conservation and stormwater protection, we need to take further steps to:

1. Define and address our audiences' obstacles to the changes we're seeking
2. Promote the true & appealing benefits of adopting the behavior change
3. Motivate and create offers of an easy path to change, getting the audiences to act

The existing City of Spokane Water Conservation Master Plan outlines critical goals and water use data by demographics that can further guide these discussions. In addition to applying these and other social marketing principles, we would love to see Water Wise Spokane pursue more collaborative marketing opportunities with community partners, connecting audiences with real world engagement and resources as well as accessible digital content.

**CITY INVOLVEMENT:** Program Managers, Education Coordinators, and City Staff who are the decision makers and communicators for the Water Wise Spokane programs being promoted through this contract will need to take an active partnership role in this activity. A longer development session at the start of contract is anticipated, and then participation at monthly "huddles" for reporting and planning is requested.

**- Video & Photo Production:** Whether for short-notice access or long-anticipated productions, our team is nimble and centrally located to capture imagery and storytelling as opportunities arise. Our photos and videos connect, educate, and inspire audiences, and our monthly development check-ins keep our media production efforts in alignment with the guiding goals and timely needs of the contract and on budget. Our work style is human-centered, celebratory/hopeful, and fun. We also love finding efficiencies and alignments, so where we can capture content for multiple pieces and topics, we will.

**CITY INVOLVEMENT:** Program Staff and/or Education Coordinators are needed to appear on camera on some video shoots to shed light on timely topics, program benefits, Water Wise tips, or project updates. Other production opportunities can be handled by Rogue Heart without City Staff present as appropriate.

**- Graphic Design:** We are proud to continue partnering with Katherine Bell for the core branded design work for Water Wise Spokane. She would be our go-to for any new brand asset development. The existing brand suite was built for flexibility and broad use and our in-house team utilizes the graphics within videos and social content regularly. A wish list item we're pursuing in September is an updated animation of each primary

# TECHNICAL PROPOSAL (CONTINUED)

logo for use in video tags. We also understand that the City prefers at times to produce graphics internally, and we view this service area as case-by-case collaborative, revisited at our monthly huddles.

**CITY INVOLVEMENT:** City Staff identified as content decision-makers will need to be accessible for providing timely feedback and approvals to keep schedules on track.

- **Content Review and Approval:** As video drafts are completed, photo collections treated, and digital ads built, our team will seek feedback and approval before pieces are published as appropriate. Our systems make sharing feedback easy, notes can be shared within our video review tool on Vimeo. Finished works can be downloaded straight from our Vimeo showcases along with caption files for accessibility. All design and photo assets are available to download from our shared folders on Google Drive and your unique photo gallery on Pixieset. These spaces are maintained for ease of access and sharing by City Staff.

**CITY INVOLVEMENT:** City Staff identified as content decision makers will need to be accessible for providing timely feedback and approvals to keep schedules on track.

- **Social Media Management for Facebook, Instagram, and YouTube:** Scheduling social content with seasonality, cadence, and balance of content types are kept in mind per the unique needs of each platform. This activity involves content creation (video, photo, design), post writing & publishing, plus monitoring for interactions. We are an open book in stewarding the social channels of our client partners, and we share draft content for feedback before scheduling posts. Creating collaborative posts with the City's channels and community partners such as certified SpokaneScope pros can further our reach as well.

**CITY INVOLVEMENT:** When public comments or questions arise on social media that require a response from City Staff, we will alert to the need as appropriate.

- **Digital Ad Management & Media Buying:** Presently we're engaged in a mix of Facebook, Instagram, Spotify, and Pandora Ads. Looking at the demographics, we feel a mix of Spokane Public Radio and Internet radio could provide meaningful engagement. Over 80% of SPR listeners are homeowners, which is one of a few intriguing demographics data that may make their station a valuable marketing partner. Additionally, we've experienced good performance for other clients on Hulu for digital video ads recently. Where to place ads needs to evolve based on the audience you are working to reach, and we should be tailoring the message to the medium.

**CITY INVOLVEMENT:** Program Managers, Education Coordinators, or City Staff assigned as decision makers will need to approve ad budgets and builds as needed or at monthly huddle meetings to confirm alignment with the City's goals, and be accessible for providing feedback and approvals to keep schedules on track.

- **Monitoring & Reporting:** We report on metrics and digital performance monthly. Prioritized metrics are summarized on an "annual scorecard" spreadsheet, while breakdowns of individual ad and organic content performance is generated and shared.

## *DIGITAL MARKETING METRICS - EXAMPLES*

- Per Channel monthly breakdown of Content Output
- Per Channel monthly recap of Audiences: followers, engagement, and reach

# TECHNICAL PROPOSAL (CONTINUED)

- Web traffic, time on site, and bounce rates

In addition to content performance metrics, we have a deep interest in following the actions of viewers to the measurables that really matter: are programs reaching their goals of participation, are behaviors impacted?

## *CITY RESOURCE UTILIZATION MEASURABLES - EXAMPLES*

- Number of SpokaneScape turf removal rebates credited
- Number of Water Wise Challenge residential water savings contest participation
- Number of Irrigation Efficiency Checkups given

We would like the opportunity to collaborate with decision makers on some additional meaningful metrics for Pollution Prevention / Source Control for Stormwater, and generally take a fresh look at what the priority measurables should look like going into 2024 and ever closer to 2030.

Our process leading up to delivery for any piece leaves lots of room for feedback and collaboration. It is important for us to know that we are on the right track for your content goals throughout the process so that there are no surprises for either party. You are encouraged to offer guidance regarding the footage acquisition, including selecting whom to interview and what amenities to feature. Drafts of all edits will be provided digitally to allow for discussion of changes. When approval is met, videos and other media will be delivered in the format that optimally suits the distribution channels and ad strategy.

## **C. PROJECT SCHEDULE**

If given the opportunity to continue growing the impact of Water Wise Spokane together, we would see no lapse in services, our team able to continue with social media management and adaptive production and post-production services based on priorities of messaging. We would look forward to a refreshing campaign strategy & plan review session with each Department involved to update and fill in any gaps to establishing the 2024 priorities for the marketing objectives that fall within Water Wise Spokane, followed by a collaborative group meeting to benefit all with information and idea sharing to make efforts more efficient and aligned.

Refreshing the understanding of objectives, goals, implementation plan and evaluation metrics available will serve the campaign well. We've navigated so much growth and change together over the past years, this is an exciting time to refocus and design purposefully with the assembled teams and strong foundation.

OCTOBER: - Kick-off Strategy Meetings with Water Department and Wastewater Department  
- Support further definition of target audiences and 2024 campaign priorities and projects  
- Leverage outcome of Water Wise Challenge Winner announcement & water savings!  
- Share Fall updates to Cochran Basin project, plan in advance of rain

**MONTHLY:** - ***Huddle with team for timely feedback and adjustments to active projects, introducing new tasks, planning upcoming media acquisition, reporting on past month's metrics, etc.***  
- Continue creation of Water Wise Campaign Content as prioritized (Photography, Video, Design)

NOV- DEC: - Keep followers engaged with timeless, indoor, and winter season appropriate content  
- Share historic & reflective content such as Ye Olde Water Wisdom

# TECHNICAL PROPOSAL (CONTINUED)

- JAN- FEB: - Report on 2023 performance for Stormwater Permit reporting  
- Prepare for any new spring needs with in-studio production, including radio
- MAR- APR: - Water Wise Wednesday Workshops & Tips begin, as better weather approaches  
- Community Engagement / Outreach event season begins (such as Arbor Day and onward)  
- Adaptive content readiness for rainy season and stormwater response
- MAY- JUN: - Water Wise Wednesday Workshops & Tips begin, as better weather approaches
- JUL- AUG: - Water Wise Challenge and SpokaneScape Photo contest  
- Summertime messaging, including water rules and potential drought alerts
- SEP- OCT: - Program updates & people to celebrate! Staff shout-outs, participant rewards, etc  
- Partner highlights and end-of-season outdoor filming opportunities  
- Final reporting unless renewed. We'll provide either Oct 15-Oct 15 reports, or Jan-Dec reports

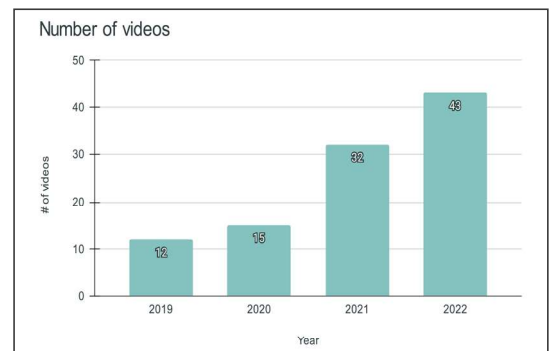
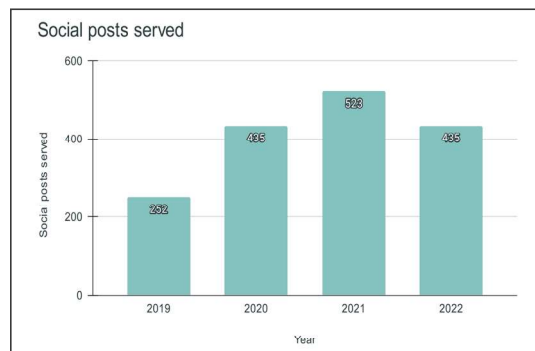
It is important to note that these are very general areas of focus based on historic efforts, and our team is more than flexible to adapt to new or different priorities of the campaign. Additionally, if historic budget allocation is applicable, we would anticipate between 10-14 video productions and 7-10 photoshoots throughout the year, 0-3 per month in service of legacy and timely content for Water Wise Spokane.

## D. DELIVERABLES

Below is a simplistic representation of deliverables since we began this work in March of 2019. As our collaborations with the City gained momentum, and the new channels were established and then strengthened with a rebrand in 2020, and finally the messaging became more well-rounded and inclusive with an increase in stormwater content, the deliverables and versatility of our services have evolved in response.

### Social Posts include:

- Facebook posts
- Instagram posts
- Instagram stories
- YouTube uploads
- Social Media ads



Video is a powerful part of effective storytelling and social marketing on social media- posts with video typically are stronger performers, have stronger conversions, and are more memorable for viewers than text and imagery. Because of the nature of Water Wise Spokane programs, video often says is best, such as with explainer/educational videos, resident and expert testimonials, and quirky & memorable PSA “ads” such as the “Be a Team Player” spot with Ribby and the Spokane Indians Baseball Team. These videos vary from punchy social shorts and Water Wise Tips that were produced in efficient batches to serve social media... To videos that were over a year in the making, such as the DIY SpokaneScape series.



# TECHNICAL PROPOSAL (CONTINUED)

Comparing the growth of video deliverables, it is exciting to see how much we've made, and continue to adapt to the needs of the distribution channels and outreach opportunities. For context, we've already delivered 312 social posts and 45 videos so far for 2023 with our collaborators within the City.

We have anticipated creating 12-15 unique digital ads in seasonal promotion of Water Wise Spokane programs annually, but would look to adapt to the priorities that develop during the Kick-off Strategy Meetings and the conversations that follow. On the following page we've included a glimpse at the historic performance and reach of different platforms where Water Wise Spokane publishes, both paid and unpaid content.

## WWS PAID POSTS (depending on monthly budgeted investment)

Digital Radio Ads- Spotify & Pandora	-	MONTHLY REACH 10,000 - 35,000 (historic)
Meta Ads- Facebook & Instagram	-	MONTHLY REACH 35,000 - 550,000 (historic)

## WWS ORGANIC POSTS (depending on month & activity)

Facebook Organic	-	MONTHLY REACH 1,300 - 8,000 (historic)
Instagram Organic	-	MONTHLY REACH 6,000 - 107,000 (historic)
Instagram Stories	-	MONTHLY REACH 600 - 1,800 (historic)
YouTube Organic	-	MONTHLY REACH 200 - 6,500 (historic)

We are estimating delivering 12-15 ads per year, over 30 videos per year, and an estimated 10 photo collections from relevant opportunities, plus graphics treatment to bring it all within the Water Wise Spokane brand for 400+ social posts and content deliverables. With our bases (in this case, channels) covered, our job now is to continue the efforts, *working smarter not harder*.

Through this partnership, your media assets, paid media, and organic posts continue to perform beyond the length of each contract year. Annual messaging around certain programs can be refreshed rather than re-shot, and in this way we are able to leverage our media in an expanded way over time, to gain capacity back and delve into new ideas. Beautiful footage and quality stories last, and strong calls-to-action can be updated to suit a new season. It has been a joy to adapt and grow with you, and we hope to continue the adventure.

## E. MINIMUM QUALIFICATIONS

Rogue Heart Media SPC is a registered Social Purpose Corporation licensed to do business in the State of Washington; our license to do business in the City of Spokane is current and will be renewed again on March 31st, 2024.

We have been creating content as a video & photo production company since 2011. In 2013 when we incorporated, we delved further into marketing, to better understand how content can be strategically distributed, earning clients more audience and impact from the content we created. In 2018, we were awarded our first contract for media campaign management with the City of Spokane, for the challenging and personal "business district survival marketing" campaign that would become Meet on Monroe, which later earned the Dussault Community Impact Award and an Award of Excellence in 2019 from the Spokane MarCom Association due to its measurable success. A year later, the same organization would honor the successful start of this very campaign, Water Wise Spokane, winning the Blaze Award in 2020 - the highest scoring entry, or "Best of Show."

# MANAGEMENT PROPOSAL

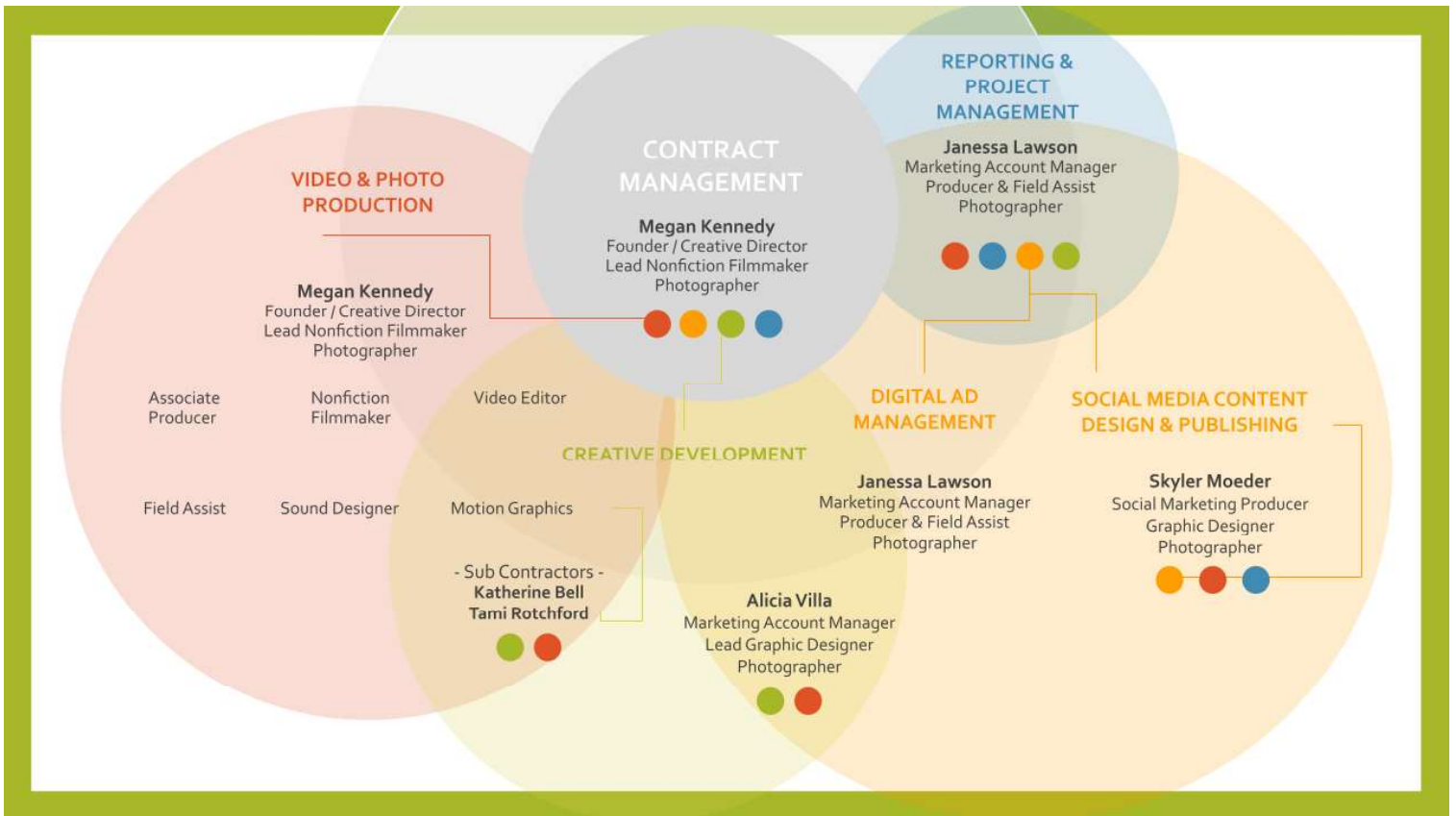
## PROJECT MANAGEMENT

### A. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS

Our team within Rogue Heart is very collaborative and accessible. We have weekly check-ins on all active accounts to make sure tasks are on track and to adjust as needed. Our social media marketers monitor the channels nearly daily, and scheduling posts 4-7 times per week on some platforms. Between internal supports, active communication with each other and our clients, and monthly interdepartmental huddles for big picture developments, we have a good system that keeps us accountable and actively responsive.

Megan Kennedy as Creative Director would have overall responsibility and final authority of work in the respect to development, production, and delivery, though elements of those processes will be shared, delegated, or led by fellow team members.

Janessa Lawson would continue primary social media marketing account management and reporting. The accountability chart for our organization in relation to this work is as follows.



The entire project unless agreed upon with City of Spokane staff will be completed in-house. Subcontracting where strategically beneficial, such as in designing additional brand assets or embarking on complex animation projects as we have actively discussed, will find us tapping into some of our trusted collaborators within the industry. Namely: Katherine Bell and Tami Rotchford.

We'd like to disclose that we were just informed that our second full-time nonfiction filmmaker and video editor on staff is relocating to Los Angeles, so for clarity we have not included her name, but rather we're listing the supportive roles that will be filled along with the position with a new well-qualified team member.



# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT

### B. STAFF QUALIFICATIONS/EXPERIENCE

Our staff is experienced in developing and implementing ambitious and diverse multimedia and marketing campaigns for a broad range of clients. We are very passionate about what we've built together for the Water Wise Spokane campaign and hope for the opportunity take it to the next level.



#### MEGAN KENNEDY

##### **Creative Director | Nonfiction Filmmaker | Photographer**

With over 20 years of video production experience, Megan invests heart and mind into every project, from directing and editing PSA campaigns, to producing complex human interest documentaries, to developing extensive digital and multimedia campaigns. She also leads the team's photography services, specializing in crafted portraiture as well as creative and conceptual imagery for marketing. Megan serves as Creative Director for Rogue Heart's productions and projects, due to her diverse experience developing, coordinating, and directing all types of media creation. She has been an active member of Executive Women International since 2012, and she is dedicated to community stewardship through her work in the Emerson-Garfield Neighborhood and the North Monroe Business District. She completed her B.A. in Broadcast Production and Management, and was honored as the Outstanding Graduate from the Edward R. Murrow College of Communication WSU in 2005 at age 19. She founded Rogue Heart Media in 2011, committed to creative nonfiction storytelling. In 2015, she was named an Emerging Business Leader by Inland Business Catalyst magazine, and both in 2018 and 2019, Rogue Heart was honored with the Dussault Community Impact Award as a result of her commitment to projects that make a difference.

Megan will serve this project in creative development and media production, including filming and photography, editing, and ultimate Project Management Accountability. Megan's time is estimated at 350 hours on the project per year.



#### SKYLER MOEDER

##### **Content Marketer | Designer | Photographer Associate Producer**

An EWU graduate with a B.A. in Graphic Design and Theatre, Skyler is surrounded by the world of storytelling and loves to take part of it in anyway she can. An island girl who moved to Spokane, she found a way to pursue both of her creative passions- one rooted in the thrill of live performance and the other in making art of all forms. Skyler's skills include (and are not limited to) illustration, photography, image editing, typography and brand design. She is a content creation queen at Rogue Heart, taking ideas and crafting them into memorable posts for social media.

Skyler will support this project in social media content creation, collaborative marketing, scheduling, photography, and field producing, as well as copywriting. Her time serving Water Wise Spokane is estimated at 475 hours per year.

# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT



### JANESSA LAWSON

#### Marketing Account Manager | Photographer Office Impact Manager

Janessa (she/her) has over 10 years of experience in professional photography, graduating from Spokane Falls Community College with her AAS in Photography in 2017. Throughout her time at the Falls, Janessa helped shape the Photography program with her leadership in the Photo Arts Club, serving as its social media coordinator and Vice President. Prior to returning to school, Janessa had a successful decade-long career in the financial industry, during which time she developed robust project management and leadership skills. With experience in copywriting and commercial photography projects of all types and sizes, she brings a keen eye for detail, passion for authenticity, and love of storytelling to every project she undertakes. Janessa fills two roles at Rogue Heart, keeping things humming with a multitude of administrative, organizational, and sustainability-centered skills, serving as Office Impact Manager in addition to her Account Management position.

Janessa will support this project in creative development, photography, and field producing, as well as leading social media management. This includes copywriting; social media content creation, scheduling, and reporting; as well as liaising with client representatives and administrative tasks. Her time managing the Water Wise Spokane Account is estimated at 500 hours per year.



### ALICIA VILLA

#### Graphic Designer | Producer | Marketing Account Manager

Alicia is a multidisciplinary designer with a focus in branding and identity. With a wide ranging background in marketing, she has worked with luxury brands, nonprofit organizations and small businesses to establish and maintain consistent messaging and digital presence. She has a foundational skillset in typography, branding design, motion graphics and front-end web design. She graduated with honors from Eastern Washington University in 2019 with a B.A. in Graphic Design accompanied by a User Experience Design certification and a Minor in Journalism. In addition to her graphic design and marketing skills, Alicia is a dynamic field producer, supporting media acquisition as an engaged interviewer and organized content coordinator.

Alicia will support this project by implementing graphics within the established brand for video and social marketing use, and can support developing the brand further, as needed. Her time is estimated at 35 hours per year.

\* Our team will be rounded out with our new hire in the month ahead, a fellow nonfiction filmmaker and editor who will take part in supporting the media production for Rogue Heart Media, estimated at 200 hours per year.

# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT



### TAMI ROTCHFORD

#### **Motion Graphics Designer | Subcontracted Collaborator**

Tami is a highly experienced motion graphics designer, visual communicator and problem solver. As the principal motion designer at NxNW Studios for 30 years, Tami learned to grow and adapt with the needs of a constantly changing full-service video production company. She has created the motion graphics for numerous award-winning PSAs, regional commercials, and feature films, as well as the popular regional television series, “Washington Grown” on KSPS. Most recently, she worked with the American Bar Association, delivering a fully animated eight minute centennial video for their website, on time and on budget.

Tami holds a B.A. in Fine Art & Psychology from University of Iowa, and is a graduate of the Iowa State University Graphic Design Program, ‘89. Over the past decades she has worked successfully on a wide variety of projects, including regional television commercials, instructional videos, lifestyle television, documentaries, and motion picture open sequences. This body of work has helped her develop a deep understanding of timing and composition in motion graphic design, as well as the technical demands of the various delivery options.

Tami is available to serve the Water Wise Spokane campaign as a subcontractor or direct resource as a motion graphics designer and 2D animator. Her skills could be applied to more complex animations of illustrations such as with the “How Water Works” children’s book or in simpler logo animations and social media tags. Tami’s time here is quoted at 25 hours on the project, for logo animation work.



### KATHERINE BELL

#### **Graphic Designer | Illustrator | Subcontracted Collaborator**

Katherine began collaborating with the Rogue Heart Media team in late 2019 and throughout 2020 on the brand refresh and graphic design work for the City of Spokane Water Department, including assets for Stormwater, SpokaneScape, and rebuilding what was formerly “Slow the Flow” into the new Water Wise Spokane campaign. The Water Wise Spokane logo design went on to earn an ADDY award from American Advertising Federation Spokane,, and continues to gain local recognition. Since then, we have continued working together- though she has relocated to Alaska, she remains a favorite albeit remote creative partner.

Katherine’s Resume is on the following page. Her time here is quoted at 10 hours on the project, for the flexible possibility of a new supportive program logo.

# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT



t 907.222.6300

145 East 5th Avenue  
ANCHORAGE, ALASKA 99501

goyuit.com

### KATHERINE BELL | ART DIRECTOR & ILLUSTRATOR

#### Experience

##### **Yuit Communications | Anchorage, AK (2021 - Present)**

Art Director & Illustrator

- Responsible for creating designs and conceptualizing marketing and advertising campaigns.
- Developed award winning concepts for the Department of Health, Cook Inlet Region, Inc. and Kaladi Brothers Coffee.

##### **KBell Media, LLC | Anchorage, AK (2019-Present)**

Freelance Graphic Designer

- Created brand designs, developed websites and worked with various vendors to bring creative concepts to life.
- Developed award winning concepts for the City of Spokane Water Wise program.

##### **World Relief | Spokane, WA (2019-2021)**

Communications Coordinator

- Responsible for managing social media and producing content, marketing, and fundraising materials.
- Oversaw blog and web maintenance and managed print newsletter and eNewsletter communications.

##### **Averson Creative | Spokane, WA (2019-2021)**

Graphic Designer

- Created and developed brand identities for various businesses.
- Responsible for brand element export and filing.

##### **Whitworth University Outdoor Recreation | Spokane, WA (2016-2018)**

Marketing Operations Coordinator

- Designer in charge of newspaper ads and print campaigns for clients, like BellSouth, Capitol One and Chivas Regal.

#### Education and Training

##### **AIGA Conference | Seattle (2021)**

Design conference and workshops.

##### **Whitworth University | Spokane, WA (2019)**

B.A. Journalism & Mass Communications, magna cum laude

B.A. Graphic Design, magna cum laude

#### Awards

- AIGA Alaska 2021, Silver; 2022, Best in Category, Gold, Silver
- PRSA Alaska 2022, Gold, Silver
- AAF Spokane 2021, Silver
- MARCOM Spokane 2019, Spark Award

#### Skills

- Adobe Creative Suite
- Photography and videography
- Interpersonal communication and public speaking
- Copywriting and editing
- Project management and organization
- Ideating creative solutions to complex problems

# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

### A. INDICATE THE EXPERIENCE THE FIRM AND ANY SUBCONTRACTORS HAVE IN THE FOLLOWING AREAS: MEDIA CAMPAIGN DESIGN, PRODUCTION AND MANAGEMENT

Rogue Heart Media is in its 12th year in business, and our work experience ranges from serving government agencies and school districts, municipalities and library districts, to nonprofits and associations, corporations and manufacturers. Industries we've served with marketing and media production relevant to this project include construction, tourism, public service and utilities, social and human services, small business, and architecture & landscape design. We routinely deliver services in tandem, including photo, video, copywriting, design, and marketing strategy. Our subcontractors are trusted from years of collaboration and are experts at their craft. While we prefer to complete nearly all of our work in house, we play beautifully with others and bring in talent as appropriate when needs exceed the capacity of our current team.

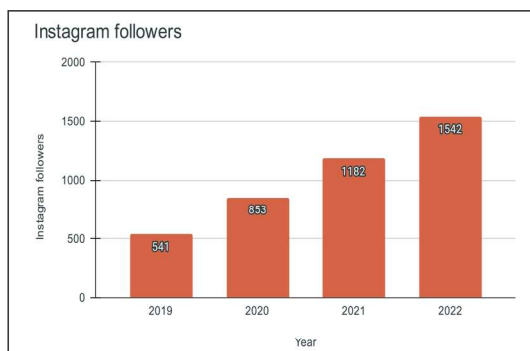
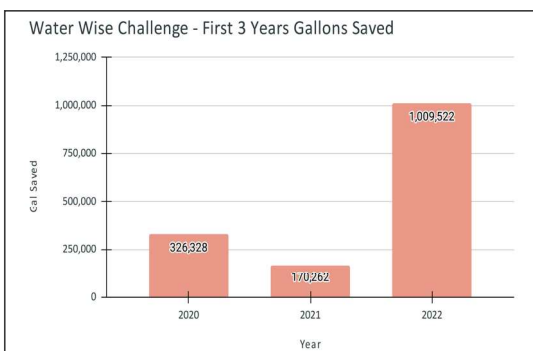
### B. INDICATE OTHER RELEVANT EXPERIENCE THAT INDICATES QUALIFICATIONS

Since 2019, Rogue Heart Media has been collaborating with the City of Spokane, including staff representing Wastewater, Stormwater, Water, Public Works at large, Engineering and Integrated Capital Management. It has been our joy to learn more about the responsibilities and accomplishments of these departments, and to share their stories and messages for the benefit of the community. Our work on Water Wise Spokane has been a great example of the gains and momentum that come with a multi-year partnership, being able to add additional priorities and benefiting from an ever-growing media library that continues to be leverage-able in new and evolving ways.

The heartbeat of the entire campaign continues to be narrative-driven creative, leaning heavily on the power of the human voice to instigate action, interest and general awareness. We complement videos framed around the stories of residents and local experts with interesting and timely imagery alongside industry-related or ecologically educational copy. We consistently and accurately measure the results of our digital marketing efforts in tandem with actual water usage numbers provided by the City of Spokane and continue to be delighted by the results and positive impacts. Website traffic, SpokaneScape design applications & approved installations have grown substantially. And we even met the initial contract goal of 2% City water use reduction in the first year.

The plans keep adapting to new goals and refined strategies, not to mention unique challenges. For example, crafting messaging around flushing our pipes as a public health concern following the initial Stay Home, Stay Healthy order and our return to dormant commercial spaces in 2020 - no one could have predicted how messaging would change in recent years. And we are proud to be an ever-adapting partner to our clients, no matter what life throws our way.

A great example of a public engagement project that we helped launch in 2020, was the first ever Water Wise Challenge, which took place over the summer months and was an inspiring inaugural effort by many Spokane households to save water throughout the hottest season of the year. We helped devise contest rules and facilitation plans, as well as the promotion and celebration of the program. Last year, participants saved over 1,000,000 gallons! There are no shortage of ideas for what can come next, and we hope that we'll have that opportunity to continue the work with you.



**We look forward to continuing to support the growing impact and participation of all Water Wise programs!**



# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

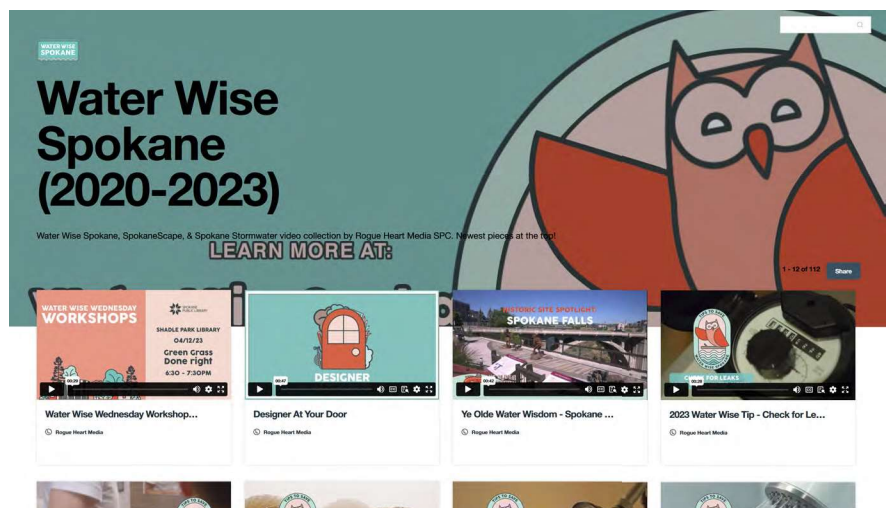
### CONTENT CALENDAR (MONTH AT A GLANCE)

Mon	Tue	Wed	Thu	Fri
26	27 ● SSPC reminder 4:22 PM Conservation	28 ● WWW - smart irrigation 12:37 PM Conservation WaterWiseWednesday	29 ● Touch-a-Truck thanks/Aug 1:20 PM Stormwater	30 ● hadley WWC 3:00 PM (x1) Conservation Contests
3	4 Add Post	5 ● WWC starts 10:00 AM Conservation Contests ● WWW - Ditch the Lawn - Kyle 4:00 PM Conservation WaterWiseWednesday	6 ● Throwback Thursday - first WWC winners 1:00 PM Conservation Contests	7 ● Flowers of summer - Rain gardens! 3:00 PM (x2) "One Water" / Crossover
10 ● Rain for Storm Water 2:46 PM Stormwater	11 ● hadley flume 3:49 PM Conservation	12 ● WWW - Car Wash 10:00 PM (x1) Stormwater WaterWiseWednesday	13 ● Aquifer guide update Boomerang? 3:00 PM (x2) "One Water" / Crossover	14
17 ● New Deadline - SpokaneScapes 12:00 PM Conservation Contests	18 ● Other cities' storm drains? 3:00 PM (x1) Stormwater	19 ● WWW - Sprinkler Fun 3:00 PM Conservation WaterWiseWednesday	20 ● Throwback - 2020 storm drain contest winner 3:00 PM (x2) Stormwater WaterWiseWednesday	21 ● SSPC push 12:00 PM Conservation Contests
24 ● WWC - 2021 - Pam's tips 3:00 PM Conservation	25 ● SSPC - multi image 3:00 PM (x1) Conservation Contests	26 ● WWW - Change Oil 3:00 PM Stormwater WaterWiseWednesday	27 ● Touch-a-truck - next week! 3:00 PM Stormwater	28

### EXISTING VIDEO LIBRARY

The showcase of our recent videos made for the City of Spokane can be viewed here:

[Water Wise Spokane on Vimeo](#)



# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM


### SOCIAL MEDIA EXAMPLE - PAST HIGH-PERFORMING POST (BOOSTED WITH AD SPEND)

**Water Wise Spokane**  
May 9 at 3:00 PM

As the summer months approach, here's a friendly reminder to follow some simple rules when it comes to watering your lawn. From June 1 - Oct 1:

- 💧 Avoid watering between 10AM - 6PM
- 💧 Limit watering to <2 hours a day
- 💧 Water only on odd or even days

Not only will you save money on your utility bill, you'll help our precious water resources remain robust! Thank you for doing your part. 🌱💧💧



Facebook Analytics [🔗](#)

Reach 9,236	Engaged Users 1,487	Reactions 6	Comments 1	Shares 2	Clicks 2,255
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### SOCIAL MEDIA EXAMPLE - PAST HIGH-PERFORMING POST (ORGANIC / NO AD SPEND)

**Water Wise Spokane**  
February 28 at 3:00 PM

Buried underground on the southeast corner of Corbin Park is the largest diameter sewer pipe in the City of Spokane, measuring 7.5 feet wide by 11.5 feet tall. 🤔

Even more impressive? It was constructed between 1908-1911, and all the bricks were laid by hand. 🙌 Dubbed "a marvel of engineering" by a national publication of the time, this former sewer line is now a trunk line for stormwater. From here, water will ultimately end up entering the Spokane River some 1.5 miles away at the Cochran Basin outfall.

Learn about Spokane's buried past by following us for more Ye Olde Water Wisdom. 🔍



Facebook Analytics [🔗](#)

Reach 759	Engaged Users 93	Reactions 62	Comments 0	Shares 9	Clicks 62
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# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

### MEET ON MONROE CAMPAIGN

Meet on Monroe was a campaign aimed to raise awareness and lift up area businesses directly impacted by the 2018 Monroe Construction and Revitalization project, focusing the public on businesses open during construction and creating a sense of excitement for the finished project. We built and managed three primary digital channels for this campaign: a single-page microsite, an access map, and a consumer-focused Facebook page. We focused on positive stories of business collaboration, neighborhood pride, customer loyalty, and celebratory milestones, keeping citizens informed of all access and event updates.

We committed to producing diverse and versatile content and ads to populate those channels including photos, videos, campaign design elements, maps for print and digital use, audio assets for radio, collateral design, etc. We utilized a number of shoots throughout the project to keep content timely, fresh, and informative, intermixed with ongoing messaging and graphics as well as a broad and inclusive community feel. In addition, we utilized partnerships and public relations efforts to maximize coverage and awareness in traditional and social media, to not overly rely on paid advertising. Businesses could submit events and were encouraged to participate in the general corridor promotional shoots through online form submissions.

Total Number of Social Media Content Pieces:  
**125 (37 unique videos)**

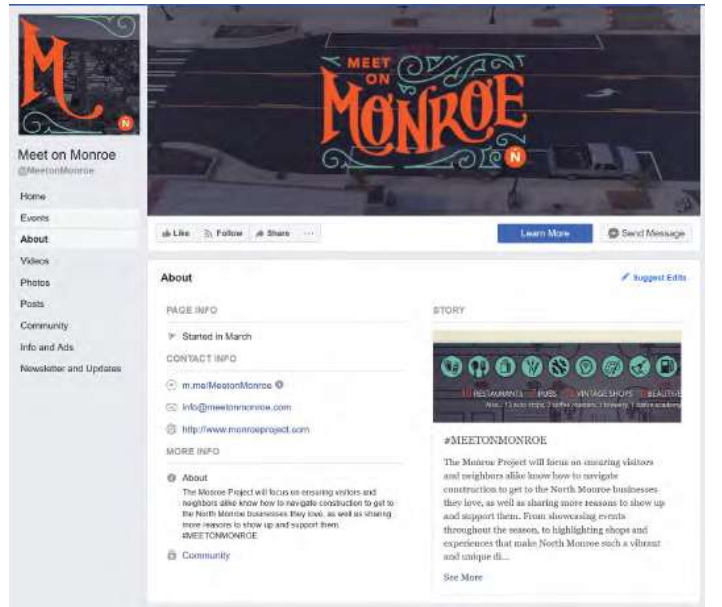
Number of Unique Campaign Viewers  
**191,243**

Number of Website & Access Map Users  
**11,011**

The campaign was a success, reaching almost 200,000 Spokane residents during construction with an average of 7.6 post, and connecting with an engaged following of 56,000 people (who averaged more than 36 posts) during the short construction season. Our goal was to support local businesses, and while business owners were preparing for a lean year, **revenue in the district in 2018 was down only .003% over 2017 numbers!** We are proud to share that no businesses closed as a result of construction, and Monroe is more vibrant than ever.

**MEET ON MONROE VIMEO SHOWCASE**  
[vimeo.com/showcase/meet-on-monroe](http://vimeo.com/showcase/meet-on-monroe)

The Meet on Monroe campaign was awarded the Dussault Community Impact Award for its measurable success.



**“Megan, your team has made construction look cool...”**

-Michele Vazquez (retired)  
City of Spokane  
Construction Relations Manager

# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

### REFERENCES

#### **Spokane City Credit Union (SCCU) - Media & Marketing Client Since 2021**

Deanna Hanley, President/CEO - Designate

Email: DHanley@sccu.net

Phone: 509.325.7228

Address: 1930 N Monroe Street, Spokane, WA 99205

In our partnership with Spokane City Credit Union, we have been able to grow their online presence through multi-platform marketing. With consistent video and photo acquisitions, we are able to design and quickly implement message-specific campaigns in the form of organic social media content, paid OTT advertisements through social media and even locally-placed streaming platforms like Hulu. While none of these paid advertising efforts are explicitly revenue driven, we have established reach and awareness as the metric to achieve the goal of connecting this nonprofit credit union to local citizens who can benefit from the initiatives.

#### **Sonderen Packaging - Media & Marketing Client Since 2013**

Keva Sonderen, Co-President / Inside Sales & Marketing

Email: keva@sonderen.com

Phone: 509.487.1632

Address: 2906 North Crestline Street, Spokane, WA 99207

For Sonderen, we've supported their recruitment and B2B goals with everything from social media content creation and multi-platform management to blog content, product photography, staff portraits, legacy videos (including their 50th and 60th Anniversaries), trade show display design, etc.

#### **North Monroe Business District - Media & Marketing Campaign Contract: Feb-Dec 2018 Contract U2018-36 Rogue Heart**

Gina Campbell, Chair of the NMBD & Owner of 1889 Salvage Co

Email: 1889salvageco@gmail.com

Phone: 509.954.1722

Address: 2824 N Monroe St, Spokane, WA 99205

For description of project see Case Study on previous page.

### 6. RELATED INFORMATION

Rogue Heart has never had a contract terminated for default.



# COST PROPOSAL

## EXAMPLE STORMWATER BUDGET BREAKDOWN - ONE YEAR

PAGE 2 of 2: Rogue Heart Media presents this budget as a baseline example, and hope for the opportunity to refine based on further discussion. This budget is for Stormwater / Wastewater Department portion of work, including the option for subcontracted design & animation. Thank you for your consideration!

STORMWATER & SUBCONTRACTED																	
DIGITAL MARKETING	RATE	Oct 16-31	November	December	January	February	March	April	May	June	July	Aug	Sept	Oct 1-15 (contract end)			
Allocated Radio Ad Spend - est	Radio																
Allocated Ad Spend - estimate	Social																
Radio - actual billed	SPENT					\$500.00	\$500.00	\$500.00	\$500.00	\$500.00					\$	2,500.00	
Digital - actual billed	SPENT	\$250.00	\$500.00			\$750.00	\$750.00	\$750.00	\$750.00	\$750.00		\$500.00	\$500.00	\$250.00	\$	5,500.00	
<b>Other COGS</b>																	
		\$ 250.00	\$ 500.00	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 500.00	\$ 500.00	\$ 250.00	\$	8,000.00	
Content Development		\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$	5,750.00	
Social Media/Digital Ad Management		\$ 175.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 175.00	\$	4,025.00	
Monitoring & Reporting		\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 100.00	\$	2,300.00	
Content Creation / Design		\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$	5,750.00	
<b>TOTALS</b>		\$ 775.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 775.00	\$	18,600.00	
<b>PRE-PRODUCTION</b>	<b>RATE</b>																
WRITING / DEVELOPMENT	\$60/hr	\$550	\$250	\$250	\$150	\$250	\$250	\$250	\$250	\$150	\$150	\$250	\$250	\$150	\$	2,600	
COORDINATION/ADMIN	50/hr	\$750	\$500	\$500	\$350	\$500	\$500	\$500	\$500	\$350	\$350	\$500	\$500	\$200	\$	5,250	
CLIENT CARE															\$	0	
LOCATION VISIT/WRITING Notes	\$50/hr														\$	0	
PRODUCER TIME	60/hr														\$	0	
DIRECTOR TIME	75/hr														\$	0	
<b>TOTALS</b>		\$ 1,300.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 350.00	\$	9,150	
<b>PRODUCTION</b>	<b>RATE</b>																
DIRECTOR or PRODUCER/DIR	125/hr	\$550						\$550		\$550	\$550				\$	1,650	
DP / LEAD SHOOTER	125/hr	\$550					\$350	\$550		\$550	\$550	\$350			\$	2,350	
CAMERA PACKAGES / GEAR		\$350					\$150	\$350		\$350	\$350	\$150			\$	1,350	
Producer Time	75/hr														\$	0	
DRONE	500/partial														\$	0	
STILL PHOTOGRAPHY	450/850			\$450			\$200	\$200	\$200		\$400	\$200			\$	1,650	
EVENT COVERAGE	75/hr														\$	0	
<b>TOTALS</b>		\$ 1,450	\$ 0	\$ 450	\$ 0	\$ 0	\$ 700	\$ 1,650	\$ 200	\$ 1,450	\$ 1,850	\$ 700	\$ 0	\$ 0	\$	8,450.00	
<b>POST-PRODUCTION</b>	<b>RATE</b>																
PRODUCER / DIRECTOR	\$75/hr														\$	0	
EDITOR / COLOR CORRECTION	1000/day \$150/hr	\$400	\$800	\$800	\$600	\$800	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$800	\$400	\$	11,400	
DESIGN / GRAPHICS	\$75/hr \$650/day	\$150	\$350	\$350	\$100	\$200	\$350	\$350	\$350	\$250	\$350	\$350	\$200	\$150	\$	3,350	
AUDIO DESIGN	\$75/hr \$650/day	\$100	\$150	\$100	\$100	\$100	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$	1,650	
VO TALENT (ENGLISH)	Narrator Only														\$	0	
MUSIC LICENSING	\$25-\$200/song	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$	550	
MEDIA MANAGEMENT	\$100/hr	\$100		\$100			\$150	\$150	\$150	\$150	\$150	\$150		\$150	\$	1,000	
PHOTO LICENSING	\$55/image	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$	12	
PHOTO EDITING							\$250	\$250			\$350	\$350	\$150		\$	1,350	
CAPTIONING		\$50	\$50	\$50	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$	1,100	
<b>TOTALS</b>		\$ 851	\$ 1,401.00	\$ 1,451.00	\$ 951.00	\$ 1,251.00	\$ 2,251.00	\$ 2,251	\$ 1,851	\$ 1,901	\$ 2,351	\$ 2,351	\$ 1,451	\$ 951	\$	21,263.00	
<b>TOTALS</b>		\$ 4,376.00	\$ 3,701.00	\$ 4,201.00	\$ 3,001.00	\$ 3,551.00	\$ 5,251.00	\$ 6,201.00	\$ 4,351.00	\$ 5,401.00	\$ 6,251.00	\$ 5,351.00	\$ 3,751.00	\$ 2,076.00	\$	57,463.00	
AD SPEND		\$ 250.00	\$ 500.00	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 0.00	\$ 500.00	\$ 500.00	\$ 250.00	\$	8,250.00	
SALES TAX APPLIED (estimated)		\$ 207.09	\$ 126.09	\$ 171.09	\$ 85.59	\$ 112.59	\$ 265.59	\$ 351.09	\$ 184.59	\$ 301.59	\$ 378.09	\$ 274.59	\$ 130.59	\$ 85.59	\$	2,674.17	
INVOICABLE TOTAL		\$ 4,833.09	\$ 4,327.09	\$ 4,372.09	\$ 3,086.59	\$ 4,913.59	\$ 6,766.59	\$ 7,802.09	\$ 5,785.59	\$ 6,952.59	\$ 6,629.09	\$ 6,125.59	\$ 4,381.59	\$ 2,411.59	\$	56,837.17	
																contract difference:	\$ -56,612.83
<b>OTHER INVOICES</b>	<b>TOTAL</b>																
	\$ -					\$16,620.00	OCT-JAN: \$16,618.86		\$5,200.00	Digital Ads & Radio		\$8,250.00	ad spend				
	\$ -					\$19,482.00	FEB-APR \$19,482.27		\$4,800.00	Billboards		\$2,674.17	tax				
	\$ -					\$19,367.00	MAY-JULY \$19,367.27		\$58,200.00	Media & Marketing Services		\$57,463.00	Rogue Heart Media & Marketing services				
	\$ -					\$12,919.00	AUG-OCT \$12,918.77		\$4,800.00	Vehicle Wrap - Outside RHM		\$850.00	Subcontractor - Katherine Bell Logo				
						\$68,388.00	\$68,387.17		\$2,000.00	Bus benches / other - Outside RHM		\$1,625.00	Subcontractor - Tami Rotchford				
<b>TOTALS</b>									\$75,000.00			\$70,862.17					





< Business Lookup

**License Information:**

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**Entity name:** ROGUE HEART MEDIA SPC

**Business name:** ROGUE HEART MEDIA INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-396-687

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2916 N MONROE ST  
SPOKANE WA 99205-3359

**Mailing address:** 2916 N MONROE ST  
SPOKANE WA 99205-3359

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

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

**Endorsements**

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Spokane Certified B Corporation</a>				Active	Mar-31-2024	Nov-04-2014

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

Governing people	Title
SCHUYLER KENNEDY, MEGAN	

The Business Lookup information is updated nightly. Search date and time: 2/14/2024 6:43:41 AM







**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/14/2024

**Clerk's File #**

OPR 2024-0178

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

WASTEWATER MANAGEMENT

**Project #**

**Contact Name/Phone**

MEGHAN 509-496-1766

**Bid #**

IRFP 5941-23

**Contact E-Mail**

MHAVKO@SPOKANECITY.ORG

**Requisition #**

CR 26037

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4330 - STORMWATER, MEDIA SERVICES CONTRACT FOR STORMWATER

**Agenda Wording**

4330 - Stormwater, Media services contract with Rogue Heart Media for Stormwater public education and outreach

**Summary (Background)**

Informal Request for Proposal #5941-23 was issued in July 2023 to more than ninety firms. Four proposals were received. The evaluation committee recommended award to Rogue Heart Media after thorough evaluation and reference checks. Stormwater education, alongside Water Wise Spokane programs, have been created to support efforts to comply with permit requirements within Phase II regulations for designating small municipal separate storm sewer systems (MS4s).

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 75,000

Current Year Cost \$ 75,000

Subsequent Year(s) Cost \$

**Narrative**

Funding for this contract is available in the Stormwater budget

**Amount**

**Budget Account**

Expense \$ 75,000

# 4330-43354-35148-54201

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	GENNETT, RAYLENE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	NECHANICKY, JASON

**Distribution List**

Megan Kennedy - megan@rogueheartmedia.com	sspence@spokanecity.org
kbrooks@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	mhavko@spokanecity.org
mldowdon@spokanecity.org	

## Committee Briefing Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	02/26/2024
<b>Submitting Department</b>	Stormwater
<b>Contact Name</b>	Meghan Havko
<b>Contact Email &amp; Phone</b>	mhavko@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CP</u> Bingle, Wilkerson, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	MEDIA SERVICES CONTRACT FOR STORMWATER PUBLIC EDUCATION & OUTREACH
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Informal Request for Proposals #5941-23 was issued in July of 2023 to more than 90 firms. Four proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking.</p> <p>Stormwater education, alongside Water Wise Spokane programs, have been created to support efforts to comply with permit requirements within phase II regulations for designating small municipal separate storm sewer systems (MS4s). These MS4 education and outreach requirements are a necessary component of the Washington State Department of Ecology and must be reported on a yearly basis. The three mandatory audience focal points are businesses, general public, and contractors/construction. Cross collaboration amongst the Water Department, Sewer Maintenance, Stormwater, and Wastewater Department ensures streamlined messaging and visuals for Water Wise Spokane brand recognition.</p> <p>The contractor will work with City staff to implement strategic public education and awareness campaigns. The work includes, but is not limited to, production of legacy media content for the City of Spokane website (program and department videos, video curriculum, etc.), promotional strategy, program development and reporting support.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$75,000.00</u> Current year cost: \$75,000.00 Subsequent year(s) cost: \$75,000.00  <b>Narrative:</b> <u>Funding for this contract is available in the stormwater section of the Sewer Maintenance Department budget.</u>  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Yes  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	

Other budget impacts: (revenue generating, match requirements, etc.)
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. When necessary, translation services will be rendered. This item supports the operations of Public Works.</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This work is consistent with annual budget strategies to limit costs and approved projects in the SAP.</p>



**City of Spokane**  
**PERSONAL SERVICE AGREEMENT**  
Title: **WATER STEWARDSHIP EDUCATION CAM-  
PAIGN SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROGUE HEART MEDIA INC.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Water Stewardship Media Campaign Services, in accordance with IRFP 5941-23, and Company’s Response dated July 21, 2023, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on February 14, 2024, and shall run through February 13, 2025, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period.

**3. COMPENSATION / PAYMENT.**

Total annual compensation for Company’s services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, and applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

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

**4. TAXES, FEES AND LICENSES.**

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **7. INDEMNIFICATION.**

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

#### **8. INSURANCE.**

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

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 or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **10. DEBARMENT AND SUSPENSION.**

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

#### **11. AUDIT.**

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

#### **12. ASSIGNMENT AND SUBCONTRACTING.**

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

### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

### **14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **16. ANTI KICK-BACK.**

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

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall



have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**ROGUE HEART MEDIA INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Exhibit A – Certificate Regarding debarment  
Exhibit B – Company’s Response to IRFP dated July 21, 2023

**EXHIBIT A**

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

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

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

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

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

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

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

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

**EXHIBIT B**



WATER STEWARDSHIP MEDIA CAMPAIGN

**IRFP 594 1-23**

CITY OF SPOKANE

ROGUE HEART

MEDIA THAT MAKES A DIFFERENCE



## LETTER OF SUBMITTAL

July 21, 2023

City of Spokane  
Attn: Thea Prince  
IRFP COORDINATOR, City of Spokane Purchasing Department  
808 W Spokane Falls Boulevard  
Spokane, WA 99201

Dear Thea~

Thank you for the opportunity to put forth a proposal to continue supporting the water conservation and preservation goals of the City of Spokane through the Water Wise Spokane campaign. It has been our joy to build the campaign with City staff & partners and see the programs, reach, and impact grow.

We conduct all business from our studio location on North Monroe Street (address below) and film much of our work out in the community: our heart is here, in our local region. We are legally a Social Purpose Corporation, structured as a C Corp, 100% woman-owned, and are B Corp Certified.

We acknowledge that, if awarded this contract, we will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies. We hope for the opportunity to continue supporting the City's goals with meaningful media and impactful social marketing!

Sincerely,

**Megan Kennedy | Founder & Creative Director**  
Megan@rogueheartmedia.com | 509-919-6551

VITALS:

**ROGUE HEART MEDIA SPC**  
2916 N MONROE ST.  
SPOKANE WA, 99205  
PH: 509.919.6551  
megan@rogueheartmedia.com

**FOUNDED 2011, INCORPORATED 2013, B CORP 2022**

# TECHNICAL PROPOSAL

## A. PROJECT APPROACH / METHODOLOGY

At Rogue Heart, our methodology is built upon a belief in the power of authentic storytelling, the value of collaboration, and the importance of community. As a social purpose corporation, it is within the foundation of our business to benefit our community, and that guiding compass makes us a highly valuable partner to our clients, who care about growing comprehension and behavioral change for positive outcomes. We are adaptive and compassionate by nature, priding ourselves on identifying the unique needs, goals, and obstacles of those we serve. We exist to create *Media that Makes a Difference*.

The proposal that follows reflects our approach to supporting the City's ongoing efforts to promote water conservation, pollution prevention, stormwater protection and the overall stewardship of our aquifer and local water system. Beginning with a deep care for our clients and a shared focus on effective content and measurable results, in general terms, our methodology follows a structure of:

1. CAMPAIGN DEVELOPMENT/PRE-PRODUCTION
2. MEDIA PRODUCTION & DESIGN
3. POST-PRODUCTION & FEEDBACK
4. APPROVAL & DISTRIBUTION
5. TRACKING / REPORTING
6. ADAPTING

Our aim is to appreciate the full picture of needs and challenges (1. Development), to create media that makes a difference towards those aims (2. Production- 3. Post-Production), and deliver pieces strategically to the intended audience (4. Distribution) in a way that is measurable (5. Tracking) and that we can learn from (6. Adapting) in order to adjust the campaign as necessary. Because of the length of this contract, we would visit each step within this structure multiple times with multiple campaign efforts- some of which will overlap or unfold concurrently, each time approaching media creation and distribution with further clarified understanding of what is working to reach and motivate audiences of each promotion.

As outdoor enthusiasts and loyal residents of Spokane, the aims of this campaign are of the highest importance to our team, not only because it is in alignment with our social purpose, but because we have learned so much in the past five years of building the Water Wise Spokane campaign alongside City of Spokane staff. These efforts include the campaign rebrand (formerly *Slow the Flow*), establishing social channel profiles, creating benchmarks for digital content performance, and producing an extensive local media library - and we are eager to continue to build on what we've collectively learned.

Additionally, our approach to this project will continue to be rooted in interdepartmental collaboration with the City. As the reach and success of the Water Wise Spokane campaign have grown, so have the necessary partnerships between departments to share in the community outreach and social platform maintenance as well as planning and strategizing efforts. Bringing together the City's messaging for Stormwater Protection, Water Conservation, and Wastewater Treatment under Water Wise Spokane has allowed campaign audiences further insight into the interconnectedness of our local water system and the interrelated goals and impacts for our region's health. By growing what Water Wise Spokane represents and being nimble to incorporating messaging and goals from multiple programs in partnership, we've avoided duplicate efforts and the risk of watered-down audiences - which would have been costly and detrimental to the City's overall goals.

# TECHNICAL PROPOSAL (CONTINUED)

## B. WORK PLAN

Changing behaviors for healthier communities starts with connection and trust: Connection to the issues and their impacts, and trust that efforts made will actually be meaningful. And ideally, our asks of citizens need to be reasonable, simple, and when appropriate, incentivized. We love being a resource to our clients on the architecture of new and refreshed programs, and the messaging to promote them. Through compelling video, photography, design, and copywriting, the diverse ways for citizens to engage in the City's Water Wise Spokane programs come to life. These communication tools support our work in community-based social marketing, or the pursuit to impact behavior.

With a bit of strategic user experience (UX) considerations, the arena with the clearest paths to tracking the effectiveness of marketing is digital. In part, because online platforms form an ecosystem where citizens can be moved to actions with ease: upon seeing a carousel ad on Facebook, a video ad on Hulu, or a banner ad with radio spot on Pandora to name a few- a citizen can click and be taken to deeper information and immediately sign up for resources, rebates, etc on the City's website. We can help citizens to connect with an ask with catchy, hopeful, funny, or inviting content - and most importantly, content that is localized to our community in a way that builds trust and connection for ongoing benefits. Here again the value of digital spaces is clear: once citizens are interested in what we are sharing, they can stay connected by following Water Wise Spokane on social channels, signing up for informational & contest newsletters.

In the Water Wise Spokane campaign thus far, we have established strong channels on Facebook, Instagram, and YouTube, which feed back to the City's dedicated web pages: [waterwisespokane.org](http://waterwisespokane.org), [spokanescape.org](http://spokanescape.org), and [spokanestormwater.org](http://spokanestormwater.org). These sites have been bolstered by designed assets and video embeds made since 2019 that educate viewers about "What" important work the City is doing across departments, "Why" the Water Wise program offerings & tips are worthwhile solutions, and "How" they can take pride in (easily) participating and make a difference here at home!

The "Who" in these videos has been consistently and admirably, City Staff and citizen advocates. While many agencies go the route of hiring actors for video work, it is our belief at Rogue Heart that community members crave and connect with authenticity. The value of seeing their neighbors' water conservation wins celebrated such as in our Water Wise Challenge and Flume user profiles has the added strength of or meeting the staff who will actually come to their home for an irrigation check-up first in a video, and then at their door... That value and trust cannot be understated. These individuals featured in our Water Wise videos thus far can speak with genuine enthusiasm, which is key. Not to mention, the City's budget can stretch further and afford additional ad reach rather than investing in acting talent and agency fees.

Our current community outreach content tends to reflect the following value proposition:

***"If I participate in WATER WISE SPOKANE programs, I will feel good making a big difference with small changes that protect our natural resources and save me money on my utility bill."***

Our team has helped the City build a strong foundation with active channels and legacy content, and we can hardly wait to see where we can grow the efforts together from here. As we seek to impact our region with behavior changes of high likelihood and high impact, our audiences and our messages continue to take shape.



# TECHNICAL PROPOSAL (CONTINUED)

Determining the balance of content to meet the needs of the programs and departments involved in the Water Wise Spokane campaign requires regular check-ins and reporting opportunities. Following a deeper strategic development meeting at the start of the new contract, during which we would hope to further clarify the timely goals of each stakeholder, adjust and finesse the overarching timeline and content ideas drafted here, and we would then advocate for meeting monthly with department collaborators to check in on progress and adapting organic content and ads accordingly, sharing and developing ideas together, and planning for fresh media acquisition opportunities and access as the year continues.

## SCOPE OF SERVICES / PROJECT REQUIREMENTS

We understand that the Water Wise Spokane campaign requires covering diverse but interrelated topics of good stewardship and use reduction, including the following:

- **GOAL: Reduce indoor & outdoor water use**
  - **Residential:** Primary audience is single family home owners  
*INCENTIVES & RESOURCES TO PROMOTE: Rebates on water-efficient equipment upgrades, 1:1 sprinkler system reviews, SpokaneScape program, water-saving contests*
  - **Commercial:** Primary audience is property management & facility maintenance pros  
*INCENTIVES & RESOURCES TO PROMOTE: Rebates on water-efficient equipment and landscaping upgrades and free commercial facility site reviews & assessments*
- **GOAL: Increase understanding of pollution vulnerabilities & prevention solutions**
  - **Residential:** Audiences include vehicle owners, pet owners, home owners with swales, outdoor recreators... Strategic prioritizing & further discussion desired.  
*INCENTIVES & RESOURCES TO PROMOTE: Incentive ideas include pavement pollutant education paired with free commercial car wash tokens, creative pet waste pickup encouragements, partner with oil change businesses for rewarding quick fixes of vehicle fluid leaks and building awareness of the connection to river health.*
  - **Commercial:** Primary audience is business owners in high-pollutant sectors (mechanics, salons, fast food, etc) and commercial properties with stormwater facilities  
*INCENTIVES & RESOURCES TO PROMOTE: Proper source control for pollution prevention including promotion of EnviroCertified program, and swale maintenance education. Further strategic development of incentive possibilities would be desired.*
- **GOAL: Build contextual understanding of Public Works systems & goals**
  - Wastewater treatment, biosolids management, and discharge to river
  - Stormwater infrastructure maintenance, treatment, and improvements
  - Water conservation public education (Natural system & City infrastructure)

This third broader set of subjects serves a few purposes, including building respect and trust with the audiences. When citizens see the great length the City is going to move our region towards our goals for water conservation and stormwater pollution prevention, they will not be as easily dismissive of their responsibilities. We are all in this together, and we need to SHOW that as we are asking for public buy-in.

# TECHNICAL PROPOSAL (CONTINUED)

We understand that if given the opportunity under this contract, we would grow our work with staff to create refreshed promotional strategies and ongoing multimedia (including legacy videos and timely short form content for different platforms and uses), support new program development and relevant reporting for the sake of measuring against goals for reach, participation, and behavior impacts among residents, as well as for use within the Municipal Stormwater Permit requirements regarding public education and outreach.

## PROPOSED TASKS, SERVICES, AND ACTIVITIES

### - Social Marketing Strategic Support & Content Development

With such a strong foundation of contemporary branding, active channels, and legacy videos established, we are excited by what this new chapter for Water Wise Spokane could look like. The campaign is poised to benefit from more targeted and strategic actions for the behavior changes the City would like to see. At this stage, for both water conservation and stormwater protection, we need to take further steps to:

1. Define and address our audiences' obstacles to the changes we're seeking
2. Promote the true & appealing benefits of adopting the behavior change
3. Motivate and create offers of an easy path to change, getting the audiences to act

The existing City of Spokane Water Conservation Master Plan outlines critical goals and water use data by demographics that can further guide these discussions. In addition to applying these and other social marketing principles, we would love to see Water Wise Spokane pursue more collaborative marketing opportunities with community partners, connecting audiences with real world engagement and resources as well as accessible digital content.

**CITY INVOLVEMENT:** Program Managers, Education Coordinators, and City Staff who are the decision makers and communicators for the Water Wise Spokane programs being promoted through this contract will need to take an active partnership role in this activity. A longer development session at the start of contract is anticipated, and then participation at monthly "huddles" for reporting and planning is requested.

**- Video & Photo Production:** Whether for short-notice access or long-anticipated productions, our team is nimble and centrally located to capture imagery and storytelling as opportunities arise. Our photos and videos connect, educate, and inspire audiences, and our monthly development check-ins keep our media production efforts in alignment with the guiding goals and timely needs of the contract and on budget. Our work style is human-centered, celebratory/hopeful, and fun. We also love finding efficiencies and alignments, so where we can capture content for multiple pieces and topics, we will.

**CITY INVOLVEMENT:** Program Staff and/or Education Coordinators are needed to appear on camera on some video shoots to shed light on timely topics, program benefits, Water Wise tips, or project updates. Other production opportunities can be handled by Rogue Heart without City Staff present as appropriate.

**- Graphic Design:** We are proud to continue partnering with Katherine Bell for the core branded design work for Water Wise Spokane. She would be our go-to for any new brand asset development. The existing brand suite was built for flexibility and broad use and our in-house team utilizes the graphics within videos and social content regularly. A wish list item we're pursuing in September is an updated animation of each primary

# TECHNICAL PROPOSAL (CONTINUED)

logo for use in video tags. We also understand that the City prefers at times to produce graphics internally, and we view this service area as case-by-case collaborative, revisited at our monthly huddles.

**CITY INVOLVEMENT:** City Staff identified as content decision-makers will need to be accessible for providing timely feedback and approvals to keep schedules on track.

**- Content Review and Approval:** As video drafts are completed, photo collections treated, and digital ads built, our team will seek feedback and approval before pieces are published as appropriate. Our systems make sharing feedback easy, notes can be shared within our video review tool on Vimeo. Finished works can be downloaded straight from our Vimeo showcases along with caption files for accessibility. All design and photo assets are available to download from our shared folders on Google Drive and your unique photo gallery on Pixieset. These spaces are maintained for ease of access and sharing by City Staff.

**CITY INVOLVEMENT:** City Staff identified as content decision makers will need to be accessible for providing timely feedback and approvals to keep schedules on track.

**- Social Media Management for Facebook, Instagram, and YouTube:** Scheduling social content with seasonality, cadence, and balance of content types are kept in mind per the unique needs of each platform. This activity involves content creation (video, photo, design), post writing & publishing, plus monitoring for interactions. We are an open book in stewarding the social channels of our client partners, and we share draft content for feedback before scheduling posts. Creating collaborative posts with the City's channels and community partners such as certified SpokaneScope pros can further our reach as well.

**CITY INVOLVEMENT:** When public comments or questions arise on social media that require a response from City Staff, we will alert to the need as appropriate.

**- Digital Ad Management & Media Buying:** Presently we're engaged in a mix of Facebook, Instagram, Spotify, and Pandora Ads. Looking at the demographics, we feel a mix of Spokane Public Radio and Internet radio could provide meaningful engagement. Over 80% of SPR listeners are homeowners, which is one of a few intriguing demographics data that may make their station a valuable marketing partner. Additionally, we've experienced good performance for other clients on Hulu for digital video ads recently. Where to place ads needs to evolve based on the audience you are working to reach, and we should be tailoring the message to the medium.

**CITY INVOLVEMENT:** Program Managers, Education Coordinators, or City Staff assigned as decision makers will need to approve ad budgets and builds as needed or at monthly huddle meetings to confirm alignment with the City's goals, and be accessible for providing feedback and approvals to keep schedules on track.

**- Monitoring & Reporting:** We report on metrics and digital performance monthly. Prioritized metrics are summarized on an "annual scorecard" spreadsheet, while breakdowns of individual ad and organic content performance is generated and shared.

## *DIGITAL MARKETING METRICS - EXAMPLES*

- Per Channel monthly breakdown of Content Output
- Per Channel monthly recap of Audiences: followers, engagement, and reach

# TECHNICAL PROPOSAL (CONTINUED)

- Web traffic, time on site, and bounce rates

In addition to content performance metrics, we have a deep interest in following the actions of viewers to the measurables that really matter: are programs reaching their goals of participation, are behaviors impacted?

## *CITY RESOURCE UTILIZATION MEASURABLES - EXAMPLES*

- Number of SpokaneScape turf removal rebates credited
- Number of Water Wise Challenge residential water savings contest participation
- Number of Irrigation Efficiency Checkups given

We would like the opportunity to collaborate with decision makers on some additional meaningful metrics for Pollution Prevention / Source Control for Stormwater, and generally take a fresh look at what the priority measurables should look like going into 2024 and ever closer to 2030.

Our process leading up to delivery for any piece leaves lots of room for feedback and collaboration. It is important for us to know that we are on the right track for your content goals throughout the process so that there are no surprises for either party. You are encouraged to offer guidance regarding the footage acquisition, including selecting whom to interview and what amenities to feature. Drafts of all edits will be provided digitally to allow for discussion of changes. When approval is met, videos and other media will be delivered in the format that optimally suits the distribution channels and ad strategy.

## **C. PROJECT SCHEDULE**

If given the opportunity to continue growing the impact of Water Wise Spokane together, we would see no lapse in services, our team able to continue with social media management and adaptive production and post-production services based on priorities of messaging. We would look forward to a refreshing campaign strategy & plan review session with each Department involved to update and fill in any gaps to establishing the 2024 priorities for the marketing objectives that fall within Water Wise Spokane, followed by a collaborative group meeting to benefit all with information and idea sharing to make efforts more efficient and aligned.

Refreshing the understanding of objectives, goals, implementation plan and evaluation metrics available will serve the campaign well. We've navigated so much growth and change together over the past years, this is an exciting time to refocus and design purposefully with the assembled teams and strong foundation.

OCTOBER: - Kick-off Strategy Meetings with Water Department and Wastewater Department  
- Support further definition of target audiences and 2024 campaign priorities and projects  
- Leverage outcome of Water Wise Challenge Winner announcement & water savings!  
- Share Fall updates to Cochran Basin project, plan in advance of rain

**MONTHLY:** - ***Huddle with team for timely feedback and adjustments to active projects, introducing new tasks, planning upcoming media acquisition, reporting on past month's metrics, etc.***  
- Continue creation of Water Wise Campaign Content as prioritized (Photography, Video, Design)

NOV- DEC: - Keep followers engaged with timeless, indoor, and winter season appropriate content  
- Share historic & reflective content such as Ye Olde Water Wisdom

# TECHNICAL PROPOSAL (CONTINUED)

- JAN- FEB: - Report on 2023 performance for Stormwater Permit reporting  
- Prepare for any new spring needs with in-studio production, including radio
- MAR- APR: - Water Wise Wednesday Workshops & Tips begin, as better weather approaches  
- Community Engagement / Outreach event season begins (such as Arbor Day and onward)  
- Adaptive content readiness for rainy season and stormwater response
- MAY- JUN: - Water Wise Wednesday Workshops & Tips begin, as better weather approaches
- JUL- AUG: - Water Wise Challenge and SpokaneScape Photo contest  
- Summertime messaging, including water rules and potential drought alerts
- SEP- OCT: - Program updates & people to celebrate! Staff shout-outs, participant rewards, etc  
- Partner highlights and end-of-season outdoor filming opportunities  
- Final reporting unless renewed. We'll provide either Oct 15-Oct 15 reports, or Jan-Dec reports

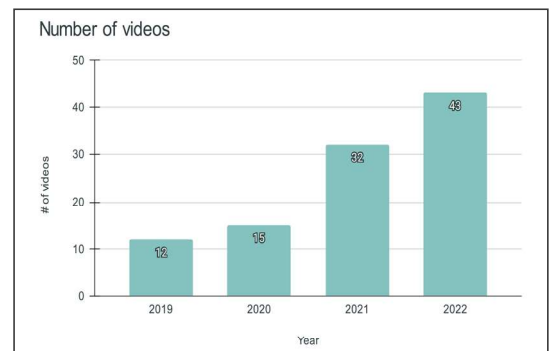
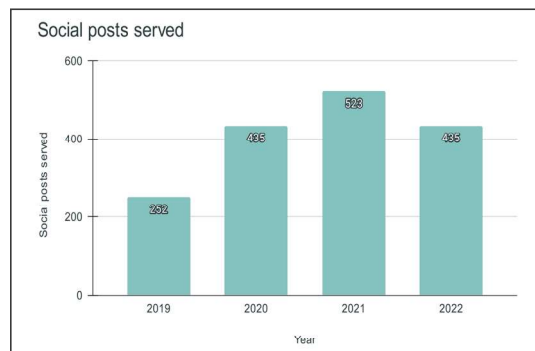
It is important to note that these are very general areas of focus based on historic efforts, and our team is more than flexible to adapt to new or different priorities of the campaign. Additionally, if historic budget allocation is applicable, we would anticipate between 10-14 video productions and 7-10 photoshoots throughout the year, 0-3 per month in service of legacy and timely content for Water Wise Spokane.

## D. DELIVERABLES

Below is a simplistic representation of deliverables since we began this work in March of 2019. As our collaborations with the City gained momentum, and the new channels were established and then strengthened with a rebrand in 2020, and finally the messaging became more well-rounded and inclusive with an increase in stormwater content, the deliverables and versatility of our services have evolved in response.

### Social Posts include:

- Facebook posts
- Instagram posts
- Instagram stories
- YouTube uploads
- Social Media ads



Video is a powerful part of effective storytelling and social marketing on social media- posts with video typically are stronger performers, have stronger conversions, and are more memorable for viewers than text and imagery. Because of the nature of Water Wise Spokane programs, video often says is best, such as with explainer/educational videos, resident and expert testimonials, and quirky & memorable PSA “ads” such as the “Be a Team Player” spot with Ribby and the Spokane Indians Baseball Team. These videos vary from punchy social shorts and Water Wise Tips that were produced in efficient batches to serve social media... To videos that were over a year in the making, such as the DIY SpokaneScape series.



# TECHNICAL PROPOSAL (CONTINUED)

Comparing the growth of video deliverables, it is exciting to see how much we've made, and continue to adapt to the needs of the distribution channels and outreach opportunities. For context, we've already delivered 312 social posts and 45 videos so far for 2023 with our collaborators within the City.

We have anticipated creating 12-15 unique digital ads in seasonal promotion of Water Wise Spokane programs annually, but would look to adapt to the priorities that develop during the Kick-off Strategy Meetings and the conversations that follow. On the following page we've included a glimpse at the historic performance and reach of different platforms where Water Wise Spokane publishes, both paid and unpaid content.

## WWS PAID POSTS (depending on monthly budgeted investment)

Digital Radio Ads- Spotify & Pandora	-	MONTHLY REACH 10,000 - 35,000 (historic)
Meta Ads- Facebook & Instagram	-	MONTHLY REACH 35,000 - 550,000 (historic)

## WWS ORGANIC POSTS (depending on month & activity)

Facebook Organic	-	MONTHLY REACH 1,300 - 8,000 (historic)
Instagram Organic	-	MONTHLY REACH 6,000 - 107,000 (historic)
Instagram Stories	-	MONTHLY REACH 600 - 1,800 (historic)
YouTube Organic	-	MONTHLY REACH 200 - 6,500 (historic)

We are estimating delivering 12-15 ads per year, over 30 videos per year, and an estimated 10 photo collections from relevant opportunities, plus graphics treatment to bring it all within the Water Wise Spokane brand for 400+ social posts and content deliverables. With our bases (in this case, channels) covered, our job now is to continue the efforts, *working smarter not harder*.

Through this partnership, your media assets, paid media, and organic posts continue to perform beyond the length of each contract year. Annual messaging around certain programs can be refreshed rather than re-shot, and in this way we are able to leverage our media in an expanded way over time, to gain capacity back and delve into new ideas. Beautiful footage and quality stories last, and strong calls-to-action can be updated to suit a new season. It has been a joy to adapt and grow with you, and we hope to continue the adventure.

## E. MINIMUM QUALIFICATIONS

Rogue Heart Media SPC is a registered Social Purpose Corporation licensed to do business in the State of Washington; our license to do business in the City of Spokane is current and will be renewed again on March 31st, 2024.

We have been creating content as a video & photo production company since 2011. In 2013 when we incorporated, we delved further into marketing, to better understand how content can be strategically distributed, earning clients more audience and impact from the content we created. In 2018, we were awarded our first contract for media campaign management with the City of Spokane, for the challenging and personal "business district survival marketing" campaign that would become Meet on Monroe, which later earned the Dussault Community Impact Award and an Award of Excellence in 2019 from the Spokane MarCom Association due to its measurable success. A year later, the same organization would honor the successful start of this very campaign, Water Wise Spokane, winning the Blaze Award in 2020 - the highest scoring entry, or "Best of Show."

# MANAGEMENT PROPOSAL

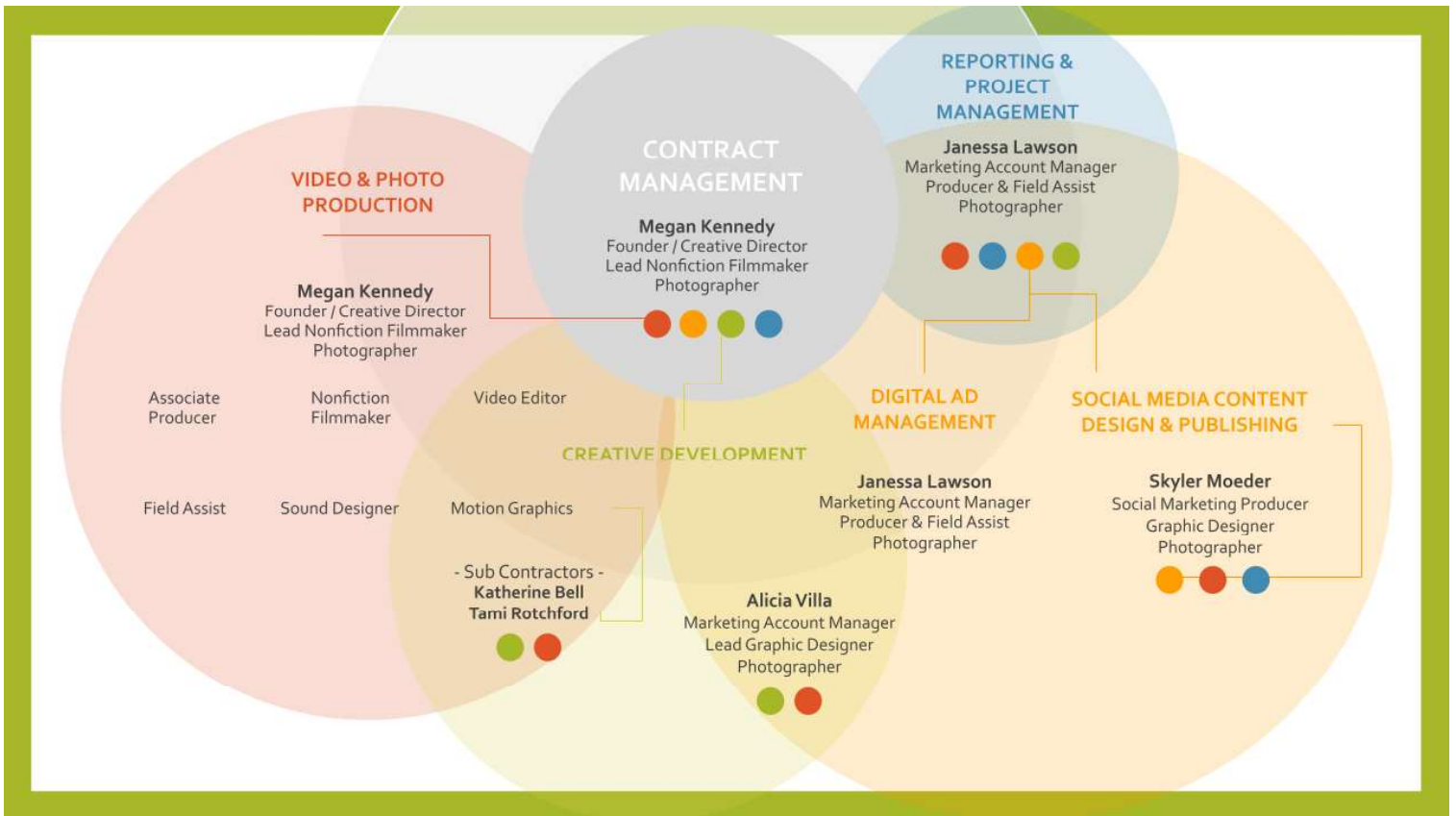
## PROJECT MANAGEMENT

### A. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS

Our team within Rogue Heart is very collaborative and accessible. We have weekly check-ins on all active accounts to make sure tasks are on track and to adjust as needed. Our social media marketers monitor the channels nearly daily, and scheduling posts 4-7 times per week on some platforms. Between internal supports, active communication with each other and our clients, and monthly interdepartmental huddles for big picture developments, we have a good system that keeps us accountable and actively responsive.

Megan Kennedy as Creative Director would have overall responsibility and final authority of work in the respect to development, production, and delivery, though elements of those processes will be shared, delegated, or led by fellow team members.

Janessa Lawson would continue primary social media marketing account management and reporting. The accountability chart for our organization in relation to this work is as follows.



The entire project unless agreed upon with City of Spokane staff will be completed in-house. Subcontracting where strategically beneficial, such as in designing additional brand assets or embarking on complex animation projects as we have actively discussed, will find us tapping into some of our trusted collaborators within the industry. Namely: Katherine Bell and Tami Rotchford.

We'd like to disclose that we were just informed that our second full-time nonfiction filmmaker and video editor on staff is relocating to Los Angeles, so for clarity we have not included her name, but rather we're listing the supportive roles that will be filled along with the position with a new well-qualified team member.



# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT

### B. STAFF QUALIFICATIONS/EXPERIENCE

Our staff is experienced in developing and implementing ambitious and diverse multimedia and marketing campaigns for a broad range of clients. We are very passionate about what we've built together for the Water Wise Spokane campaign and hope for the opportunity take it to the next level.



#### MEGAN KENNEDY

##### **Creative Director | Nonfiction Filmmaker | Photographer**

With over 20 years of video production experience, Megan invests heart and mind into every project, from directing and editing PSA campaigns, to producing complex human interest documentaries, to developing extensive digital and multimedia campaigns. She also leads the team's photography services, specializing in crafted portraiture as well as creative and conceptual imagery for marketing. Megan serves as Creative Director for Rogue Heart's productions and projects, due to her diverse experience developing, coordinating, and directing all types of media creation. She has been an active member of Executive Women International since 2012, and she is dedicated to community stewardship through her work in the Emerson-Garfield Neighborhood and the North Monroe Business District. She completed her B.A. in Broadcast Production and Management, and was honored as the Outstanding Graduate from the Edward R. Murrow College of Communication WSU in 2005 at age 19. She founded Rogue Heart Media in 2011, committed to creative nonfiction storytelling. In 2015, she was named an Emerging Business Leader by Inland Business Catalyst magazine, and both in 2018 and 2019, Rogue Heart was honored with the Dussault Community Impact Award as a result of her commitment to projects that make a difference.

Megan will serve this project in creative development and media production, including filming and photography, editing, and ultimate Project Management Accountability. Megan's time is estimated at 350 hours on the project per year.



#### SKYLER MOEDER

##### **Content Marketer | Designer | Photographer Associate Producer**

An EWU graduate with a B.A. in Graphic Design and Theatre, Skyler is surrounded by the world of storytelling and loves to take part of it in anyway she can. An island girl who moved to Spokane, she found a way to pursue both of her creative passions- one rooted in the thrill of live performance and the other in making art of all forms. Skyler's skills include (and are not limited to) illustration, photography, image editing, typography and brand design. She is a content creation queen at Rogue Heart, taking ideas and crafting them into memorable posts for social media.

Skyler will support this project in social media content creation, collaborative marketing, scheduling, photography, and field producing, as well as copywriting. Her time serving Water Wise Spokane is estimated at 475 hours per year.

# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT



### **JANESSA LAWSON** **Marketing Account Manager | Photographer** **Office Impact Manager**

Janessa (she/her) has over 10 years of experience in professional photography, graduating from Spokane Falls Community College with her AAS in Photography in 2017. Throughout her time at the Falls, Janessa helped shape the Photography program with her leadership in the Photo Arts Club, serving as its social media coordinator and Vice President. Prior to returning to school, Janessa had a successful decade-long career in the financial industry, during which time she developed robust project management and leadership skills. With experience in copywriting and commercial photography projects of all types and sizes, she brings a keen eye for detail, passion for authenticity, and love of storytelling to every project she undertakes. Janessa fills two roles at Rogue Heart, keeping things humming with a multitude of administrative, organizational, and sustainability-centered skills, serving as Office Impact Manager in addition to her Account Management position.

Janessa will support this project in creative development, photography, and field producing, as well as leading social media management. This includes copywriting; social media content creation, scheduling, and reporting; as well as liaising with client representatives and administrative tasks. Her time managing the Water Wise Spokane Account is estimated at 500 hours per year.



### **ALICIA VILLA** **Graphic Designer | Producer | Marketing Account Manager**

Alicia is a multidisciplinary designer with a focus in branding and identity. With a wide ranging background in marketing, she has worked with luxury brands, nonprofit organizations and small businesses to establish and maintain consistent messaging and digital presence. She has a foundational skillset in typography, branding design, motion graphics and front-end web design. She graduated with honors from Eastern Washington University in 2019 with a B.A. in Graphic Design accompanied by a User Experience Design certification and a Minor in Journalism. In addition to her graphic design and marketing skills, Alicia is a dynamic field producer, supporting media acquisition as an engaged interviewer and organized content coordinator.

Alicia will support this project by implementing graphics within the established brand for video and social marketing use, and can support developing the brand further, as needed. Her time is estimated at 35 hours per year.

\* Our team will be rounded out with our new hire in the month ahead, a fellow nonfiction filmmaker and editor who will take part in supporting the media production for Rogue Heart Media, estimated at 200 hours per year.

# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT



### TAMI ROTCHFORD

#### **Motion Graphics Designer | Subcontracted Collaborator**

Tami is a highly experienced motion graphics designer, visual communicator and problem solver. As the principal motion designer at NxNW Studios for 30 years, Tami learned to grow and adapt with the needs of a constantly changing full-service video production company. She has created the motion graphics for numerous award-winning PSAs, regional commercials, and feature films, as well as the popular regional television series, “Washington Grown” on KSPS. Most recently, she worked with the American Bar Association, delivering a fully animated eight minute centennial video for their website, on time and on budget.

Tami holds a B.A. in Fine Art & Psychology from University of Iowa, and is a graduate of the Iowa State University Graphic Design Program, ‘89. Over the past decades she has worked successfully on a wide variety of projects, including regional television commercials, instructional videos, lifestyle television, documentaries, and motion picture open sequences. This body of work has helped her develop a deep understanding of timing and composition in motion graphic design, as well as the technical demands of the various delivery options.

Tami is available to serve the Water Wise Spokane campaign as a subcontractor or direct resource as a motion graphics designer and 2D animator. Her skills could be applied to more complex animations of illustrations such as with the “How Water Works” children’s book or in simpler logo animations and social media tags. Tami’s time here is quoted at 25 hours on the project, for logo animation work.



### KATHERINE BELL

#### **Graphic Designer | Illustrator | Subcontracted Collaborator**

Katherine began collaborating with the Rogue Heart Media team in late 2019 and throughout 2020 on the brand refresh and graphic design work for the City of Spokane Water Department, including assets for Stormwater, SpokaneScape, and rebuilding what was formerly “Slow the Flow” into the new Water Wise Spokane campaign. The Water Wise Spokane logo design went on to earn an ADDY award from American Advertising Federation Spokane,, and continues to gain local recognition. Since then, we have continued working together- though she has relocated to Alaska, she remains a favorite albeit remote creative partner.

Katherine’s Resume is on the following page. Her time here is quoted at 10 hours on the project, for the flexible possibility of a new supportive program logo.

# MANAGEMENT PROPOSAL (CONTINUED)

## PROJECT MANAGEMENT



t 907.222.6300

145 East 5th Avenue  
ANCHORAGE, ALASKA 99501

goyuit.com

### KATHERINE BELL | ART DIRECTOR & ILLUSTRATOR

#### Experience

##### **Yuit Communications | Anchorage, AK (2021 - Present)**

Art Director & Illustrator

- Responsible for creating designs and conceptualizing marketing and advertising campaigns.
- Developed award winning concepts for the Department of Health, Cook Inlet Region, Inc. and Kaladi Brothers Coffee.

##### **KBell Media, LLC | Anchorage, AK (2019-Present)**

Freelance Graphic Designer

- Created brand designs, developed websites and worked with various vendors to bring creative concepts to life.
- Developed award winning concepts for the City of Spokane Water Wise program.

##### **World Relief | Spokane, WA (2019-2021)**

Communications Coordinator

- Responsible for managing social media and producing content, marketing, and fundraising materials.
- Oversaw blog and web maintenance and managed print newsletter and eNewsletter communications.

##### **Averson Creative | Spokane, WA (2019-2021)**

Graphic Designer

- Created and developed brand identities for various businesses.
- Responsible for brand element export and filing.

##### **Whitworth University Outdoor Recreation | Spokane, WA (2016-2018)**

Marketing Operations Coordinator

- Designer in charge of newspaper ads and print campaigns for clients, like BellSouth, Capitol One and Chivas Regal.

#### Education and Training

##### **AIGA Conference | Seattle (2021)**

Design conference and workshops.

##### **Whitworth University | Spokane, WA (2019)**

B.A. Journalism & Mass Communications, magna cum laude

B.A. Graphic Design, magna cum laude

#### Awards

- AIGA Alaska 2021, Silver; 2022, Best in Category, Gold, Silver
- PRSA Alaska 2022, Gold, Silver
- AAF Spokane 2021, Silver
- MARCOM Spokane 2019, Spark Award

#### Skills

- Adobe Creative Suite
- Photography and videography
- Interpersonal communication and public speaking
- Copywriting and editing
- Project management and organization
- Ideating creative solutions to complex problems

# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

### A. INDICATE THE EXPERIENCE THE FIRM AND ANY SUBCONTRACTORS HAVE IN THE FOLLOWING AREAS: MEDIA CAMPAIGN DESIGN, PRODUCTION AND MANAGEMENT

Rogue Heart Media is in its 12th year in business, and our work experience ranges from serving government agencies and school districts, municipalities and library districts, to nonprofits and associations, corporations and manufacturers. Industries we've served with marketing and media production relevant to this project include construction, tourism, public service and utilities, social and human services, small business, and architecture & landscape design. We routinely deliver services in tandem, including photo, video, copywriting, design, and marketing strategy. Our subcontractors are trusted from years of collaboration and are experts at their craft. While we prefer to complete nearly all of our work in house, we play beautifully with others and bring in talent as appropriate when needs exceed the capacity of our current team.

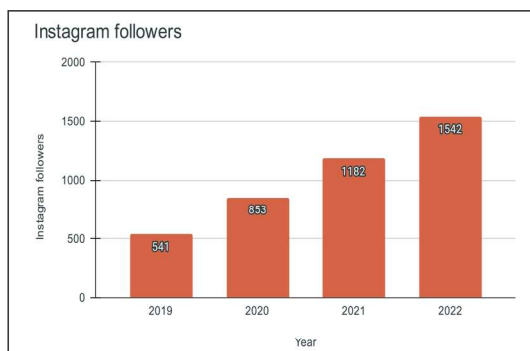
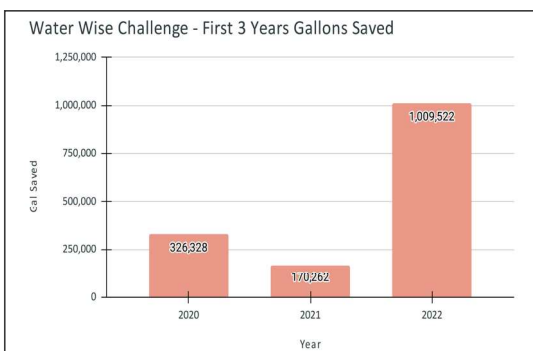
### B. INDICATE OTHER RELEVANT EXPERIENCE THAT INDICATES QUALIFICATIONS

Since 2019, Rogue Heart Media has been collaborating with the City of Spokane, including staff representing Wastewater, Stormwater, Water, Public Works at large, Engineering and Integrated Capital Management. It has been our joy to learn more about the responsibilities and accomplishments of these departments, and to share their stories and messages for the benefit of the community. Our work on Water Wise Spokane has been a great example of the gains and momentum that come with a multi-year partnership, being able to add additional priorities and benefiting from an ever-growing media library that continues to be leverage-able in new and evolving ways.

The heartbeat of the entire campaign continues to be narrative-driven creative, leaning heavily on the power of the human voice to instigate action, interest and general awareness. We complement videos framed around the stories of residents and local experts with interesting and timely imagery alongside industry-related or ecologically educational copy. We consistently and accurately measure the results of our digital marketing efforts in tandem with actual water usage numbers provided by the City of Spokane and continue to be delighted by the results and positive impacts. Website traffic, SpokaneScape design applications & approved installations have grown substantially. And we even met the initial contract goal of 2% City water use reduction in the first year.

The plans keep adapting to new goals and refined strategies, not to mention unique challenges. For example, crafting messaging around flushing our pipes as a public health concern following the initial Stay Home, Stay Healthy order and our return to dormant commercial spaces in 2020 - no one could have predicted how messaging would change in recent years. And we are proud to be an ever-adapting partner to our clients, no matter what life throws our way.

A great example of a public engagement project that we helped launch in 2020, was the first ever Water Wise Challenge, which took place over the summer months and was an inspiring inaugural effort by many Spokane households to save water throughout the hottest season of the year. We helped devise contest rules and facilitation plans, as well as the promotion and celebration of the program. Last year, participants saved over 1,000,000 gallons! There are no shortage of ideas for what can come next, and we hope that we'll have that opportunity to continue the work with you.



**We look forward to continuing to support the growing impact and participation of all Water Wise programs!**



# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

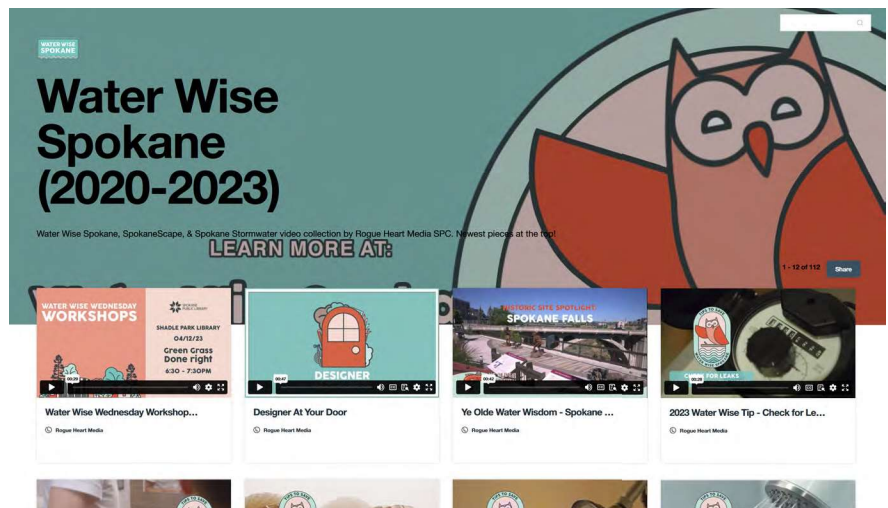
### CONTENT CALENDAR (MONTH AT A GLANCE)

Mon	Tue	Wed	Thu	Fri
26	27 ● SSPC reminder 4:22 PM Conservation	28 ● WWW - smart irrigation 12:37 PM Conservation WaterWiseWednesday	29 ● Touch-a-Truck thanks/Aug 1:20 PM Stormwater	30 ● hadley WWC 3:00 PM (x1) Conservation Contests
3	4 Add Post	5 ● WWC starts 10:00 AM Conservation Contests ● WWW - Ditch the Lawn - Kyle 4:00 PM Conservation WaterWiseWednesday	6 ● Throwback Thursday - first WWC winners 1:00 PM Conservation Contests	7 ● Flowers of summer - Rain gardens! 3:00 PM (x2) "One Water" / Crossover
10 ● Rain for Storm Water 2:46 PM Stormwater	11 ● hadley flume 3:49 PM Conservation	12 ● WWW - Car Wash 10:00 PM (x1) Stormwater WaterWiseWednesday	13 ● Aquifer guide update Boomerang? 3:00 PM (x2) "One Water" / Crossover	14
17 ● New Deadline - SpokaneScapes 12:00 PM Conservation Contests	18 ● Other cities' storm drains? 3:00 PM (x1) Stormwater	19 ● WWW - Sprinkler Fun 3:00 PM Conservation WaterWiseWednesday	20 ● Throwback - 2020 storm drain contest winner 3:00 PM (x2) Stormwater WaterWiseWednesday	21 ● SSPC push 12:00 PM Conservation Contests
24 ● WWC - 2021 - Pam's tips 3:00 PM Conservation	25 ● SSPC - multi image 3:00 PM (x1) Conservation Contests	26 ● WWW - Change Oil 3:00 PM Stormwater WaterWiseWednesday	27 ● Touch-a-truck - next week! 3:00 PM Stormwater	28

### EXISTING VIDEO LIBRARY

The showcase of our recent videos made for the City of Spokane can be viewed here:

[Water Wise Spokane on Vimeo](#)



# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM


### SOCIAL MEDIA EXAMPLE - PAST HIGH-PERFORMING POST (BOOSTED WITH AD SPEND)

**Water Wise Spokane**  
May 9 at 3:00 PM

As the summer months approach, here's a friendly reminder to follow some simple rules when it comes to watering your lawn. From June 1 - Oct 1:

- 💧 Avoid watering between 10AM - 6PM
- 💧 Limit watering to <2 hours a day
- 💧 Water only on odd or even days

Not only will you save money on your utility bill, you'll help our precious water resources remain robust! Thank you for doing your part. 🌱💧💧



Facebook Analytics [🔗](#)

Reach 9,236	Engaged Users 1,487	Reactions 6	Comments 1	Shares 2	Clicks 2,255
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### SOCIAL MEDIA EXAMPLE - PAST HIGH-PERFORMING POST (ORGANIC / NO AD SPEND)

**Water Wise Spokane**  
February 28 at 3:00 PM

Buried underground on the southeast corner of Corbin Park is the largest diameter sewer pipe in the City of Spokane, measuring 7.5 feet wide by 11.5 feet tall. 🤔

Even more impressive? It was constructed between 1908-1911, and all the bricks were laid by hand. 🙌 Dubbed "a marvel of engineering" by a national publication of the time, this former sewer line is now a trunk line for stormwater. From here, water will ultimately end up entering the Spokane River some 1.5 miles away at the Cochran Basin outfall.

Learn about Spokane's buried past by following us for more Ye Olde Water Wisdom. 🔍



Facebook Analytics [🔗](#)

Reach 759	Engaged Users 93	Reactions 62	Comments 0	Shares 9	Clicks 62
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# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

### MEET ON MONROE CAMPAIGN

Meet on Monroe was a campaign aimed to raise awareness and lift up area businesses directly impacted by the 2018 Monroe Construction and Revitalization project, focusing the public on businesses open during construction and creating a sense of excitement for the finished project. We built and managed three primary digital channels for this campaign: a single-page microsite, an access map, and a consumer-focused Facebook page. We focused on positive stories of business collaboration, neighborhood pride, customer loyalty, and celebratory milestones, keeping citizens informed of all access and event updates.

We committed to producing diverse and versatile content and ads to populate those channels including photos, videos, campaign design elements, maps for print and digital use, audio assets for radio, collateral design, etc. We utilized a number of shoots throughout the project to keep content timely, fresh, and informative, intermixed with ongoing messaging and graphics as well as a broad and inclusive community feel. In addition, we utilized partnerships and public relations efforts to maximize coverage and awareness in traditional and social media, to not overly rely on paid advertising. Businesses could submit events and were encouraged to participate in the general corridor promotional shoots through online form submissions.

Total Number of Social Media Content Pieces:  
**125 (37 unique videos)**

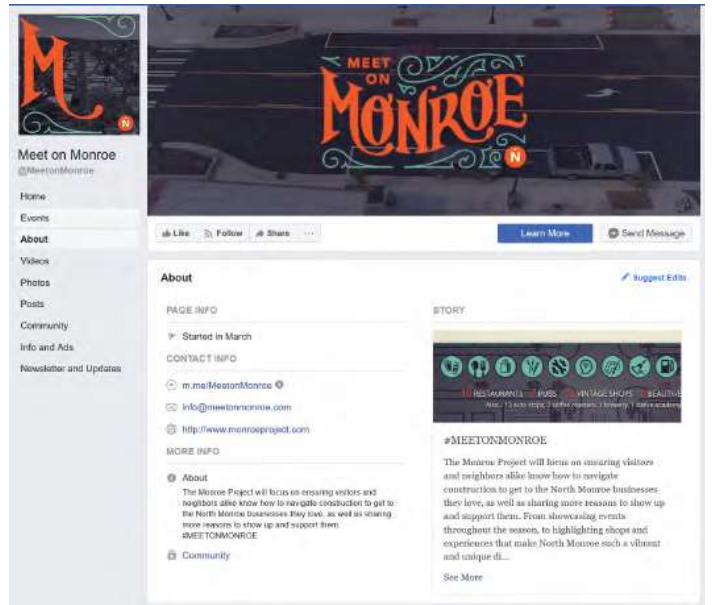
Number of Unique Campaign Viewers  
**191,243**

Number of Website & Access Map Users  
**11,011**

The campaign was a success, reaching almost 200,000 Spokane residents during construction with an average of 7.6 post, and connecting with an engaged following of 56,000 people (who averaged more than 36 posts) during the short construction season. Our goal was to support local businesses, and while business owners were preparing for a lean year, **revenue in the district in 2018 was down only .003% over 2017 numbers!** We are proud to share that no businesses closed as a result of construction, and Monroe is more vibrant than ever.

**MEET ON MONROE VIMEO SHOWCASE**  
[vimeo.com/showcase/meet-on-monroe](http://vimeo.com/showcase/meet-on-monroe)

The Meet on Monroe campaign was awarded the Dussault Community Impact Award for its measurable success.



**“Megan, your team has made construction look cool...”**

-Michele Vazquez (retired)  
City of Spokane  
Construction Relations Manager

# MANAGEMENT PROPOSAL (CONTINUED)

## EXPERIENCE OF THE FIRM

### REFERENCES

#### **Spokane City Credit Union (SCCU) - Media & Marketing Client Since 2021**

Deanna Hanley, President/CEO - Designate

Email: DHanley@sccu.net

Phone: 509.325.7228

Address: 1930 N Monroe Street, Spokane, WA 99205

In our partnership with Spokane City Credit Union, we have been able to grow their online presence through multi-platform marketing. With consistent video and photo acquisitions, we are able to design and quickly implement message-specific campaigns in the form of organic social media content, paid OTT advertisements through social media and even locally-placed streaming platforms like Hulu. While none of these paid advertising efforts are explicitly revenue driven, we have established reach and awareness as the metric to achieve the goal of connecting this nonprofit credit union to local citizens who can benefit from the initiatives.

#### **Sonderen Packaging - Media & Marketing Client Since 2013**

Keva Sonderen, Co-President / Inside Sales & Marketing

Email: keva@sonderen.com

Phone: 509.487.1632

Address: 2906 North Crestline Street, Spokane, WA 99207

For Sonderen, we've supported their recruitment and B2B goals with everything from social media content creation and multi-platform management to blog content, product photography, staff portraits, legacy videos (including their 50th and 60th Anniversaries), trade show display design, etc.

#### **North Monroe Business District - Media & Marketing Campaign Contract: Feb-Dec 2018 Contract U2018-36 Rogue Heart**

Gina Campbell, Chair of the NMBD & Owner of 1889 Salvage Co

Email: 1889salvageco@gmail.com

Phone: 509.954.1722

Address: 2824 N Monroe St, Spokane, WA 99205

For description of project see Case Study on previous page.

### 6. RELATED INFORMATION

Rogue Heart has never had a contract terminated for default.

# COST PROPOSAL

## EXAMPLE WATER CONSERVATION BUDGET BREAKDOWN - ONE YEAR

PAGE 1 of 2: Rogue Heart Media presents this budget as a baseline example, and hope for the opportunity to refine based on further discussion and understanding of evolving needs and priorities. This first page budget is for the Water Department portion of work.

		Oct 16-31	November	December	January	February	March	April	May	June	July	Aug	Sept	Oct 1-15 (contract end)	
<b>DIGITAL MARKETING</b>	<b>RATE</b>														
Allocated Radio Ad Spend - est	Radio	\$ -												\$ -	
Allocated Ad Spend - estimate	Social						\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 500.00	
Radio - actual billed	SPENT													\$ -	\$ -
Digital - actual billed	SPENT		\$ 500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ -	\$ 21,250.00
<b>Other COGS</b>															
		\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ -	\$ 21,250.00
Content Development		\$ 375.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 375.00	\$ 8,625.00
Social Media/Digital Ad Management		\$ 175.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 175.00	\$ 4,025.00
Monitoring & Reporting		\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 2,300.00
Content Creation / Design		\$ 300.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 300.00	\$ 6,900.00
															\$ -
															\$ -
<b>TOTALS</b>		\$ 950.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 950.00	\$ 22,800
<b>PRE-PRODUCTION</b>	<b>RATE</b>														
WRITING / DEVELOPMENT	\$60/hr	\$550	\$550	\$550	\$250		\$550	\$550	\$250	\$550	\$350	\$350	\$350	\$250	\$4,550
COORDINATION/ADMIN	50/hr	\$750	\$750	\$750	\$200	\$400	\$250	\$400	\$350	\$250	\$400	\$400	\$400	\$200	\$4,750
CLIENT CARE															\$0
LOCATION VISIT/WRITING Notes	\$50/hr														\$0
PRODUCER TIME	60/hr														\$0
DIRECTOR TIME	75/hr														\$0
<b>TOTALS</b>		\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 450.00	\$ 400.00	\$ 800.00	\$ 950.00	\$ 600.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 450.00	\$ 10,600
<b>PRODUCTION</b>	<b>RATE</b>														
DIRECTOR or PRODUCER/DIR	125/hr	\$550		\$550					\$550					\$550	\$3,300
DP / LEAD SHOOTER	125/hr	\$550		\$550			\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$3,850
CAMERA PACKAGES / GEAR		\$350		\$350			\$150	\$350		\$350	\$350	\$350	\$350	\$350	\$2,250
Producer Time	75/hr														\$0
DRONE	500/partial														\$0
STILL PHOTOGRAPHY	450/850						\$200	\$150	\$150		\$400	\$400			\$1,300
EVENT COVERAGE	75/hr														\$0
<b>TOTALS</b>		\$1,450	\$0	\$1,450	\$0	\$0	\$900	\$1,600	\$150	\$1,450	\$1,850	\$1,850	\$0	\$1,450	\$ 12,150.00
<b>POST-PRODUCTION</b>	<b>RATE</b>														
PRODUCER / DIRECTOR	\$75/hr														\$0
EDITOR / COLOR CORRECTION	1000/day \$150/hr	\$1,000	\$2,100	\$1,150	\$1,750	\$650	\$2,300	\$250	\$2,400	\$1,500	\$2,000	\$1,500	\$1,500	\$1,000	\$18,100
DESIGN / GRAPHICS	\$75/hr \$650/day	\$150	\$850	\$350	\$100	\$350	\$350	\$350	\$350	\$250	\$350	\$350	\$350	\$150	\$4,150
AUDIO DESIGN	\$75/hr \$650/day	\$100	\$150	\$100	\$100	\$100	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,650
VO TALENT (ENGLISH)	Narrator Only														
MUSIC LICENSING	\$25-\$200/song	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$550
MEDIA MANAGEMENT	\$100/hr	\$100		\$100			\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,000
PHOTO LICENSING	\$55/image	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$12
PHOTO EDITING							\$250	\$250	\$250	\$350	\$350	\$350	\$150		\$1,350
CAPTIONING		\$50	\$50	\$50	\$100	\$100	\$100	\$100	\$150	\$100	\$100	\$100	\$100	\$100	\$1,150
<b>TOTALS</b>		\$1,451	\$ 3,201.00	\$ 1,801.00	\$ 2,101.00	\$ 1,251.00	\$ 3,351.00	\$1,301	\$3,101	\$2,201	\$3,151	\$2,651	\$2,301	\$1,551	\$ 29,413.00
<b>TOTALS</b>		\$ 5,151.00	\$ 6,401.00	\$ 6,451.00	\$ 4,451.00	\$ 3,551.00	\$ 6,951.00	\$ 5,751.00	\$ 5,751.00	\$ 6,351.00	\$ 7,651.00	\$ 7,151.00	\$ 4,951.00	\$ 4,401.00	\$74,963.00
AD SPEND		\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ -	\$21,250.00
SALES TAX APPLIED (estimated)		\$ 261.09	\$ 288.09	\$ 292.59	\$ 189.09	\$ 112.59	\$ 382.59	\$ 261.09	\$ 292.59	\$ 328.59	\$ 450.09	\$ 405.09	\$ 207.09	\$ 270.09	\$3,740.67
INVOICABLE TOTAL		\$ 5,412.09	\$ 7,189.09	\$ 7,243.59	\$ 5,140.09	\$ 4,413.59	\$ 8,333.59	\$ 7,012.09	\$ 8,043.59	\$ 9,679.59	\$ 13,101.09	\$ 12,556.09	\$ 7,158.09	\$ 4,671.09	\$99,953.67
														contract difference:	-\$46.33
<b>OTHER INVOICES</b>	<b>TOTAL</b>														
		\$ -													
		\$ -					\$17,000.00	OCT-JAN:	\$24,984.86		\$21,622.68	ad spend	\$21,250.00	ad spend	
		\$ -					\$27,000.00	FEB-APR:	\$ 19,759.27		\$2,748.60	tax	\$3,740.67	tax	
		\$ -					\$35,000.00	MAY-JULY:	\$ 30,824.27		\$75,626.50	services	\$74,963.00	services	
		\$ -					\$21,000.00	AUG-OCT:	\$ 24,385.27		\$99,996.78		\$99,953.67		
							\$100,000.00		\$99,953.67						
<b>TOTALS</b>								Difference:	-\$46.33						

# COST PROPOSAL

## EXAMPLE STORMWATER BUDGET BREAKDOWN - ONE YEAR

PAGE 2 of 2: Rogue Heart Media presents this budget as a baseline example, and hope for the opportunity to refine based on further discussion.

This budget is for Stormwater / Wastewater Department portion of work, including the option for subcontracted design & animation.

Thank you for your consideration!

STORMWATER & SUBCONTRACTED																
DIGITAL MARKETING	RATE	Oct 16-31	November	December	January	February	March	April	May	June	July	Aug	Sept	Oct 1-15 (contract end)		
Allocated Radio Ad Spend - est	Radio															
Allocated Ad Spend - estimate	Social															
Radio - actual billed	SPENT					\$500.00	\$500.00	\$500.00	\$500.00	\$500.00					\$	2,500.00
Digital - actual billed	SPENT	\$250.00	\$500.00			\$750.00	\$750.00	\$750.00	\$750.00	\$750.00		\$500.00	\$500.00	\$250.00	\$	5,500.00
<b>Other COGS</b>																
		\$ 250.00	\$ 500.00	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 500.00	\$ 500.00	\$ 250.00	\$	8,000.00
Content Development		\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$	5,750.00
Social Media/Digital Ad Management		\$ 175.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 175.00	\$	4,025.00
Monitoring & Reporting		\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 100.00	\$	2,300.00
Content Creation / Design		\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$	5,750.00
<b>TOTALS</b>		\$ 775.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 775.00	\$	18,600.00
<b>PRE-PRODUCTION</b>	<b>RATE</b>															
WRITING / DEVELOPMENT	\$60/hr	\$550	\$250	\$250	\$150	\$250	\$250	\$250	\$250	\$150	\$150	\$250	\$250	\$150	\$	\$2,600
COORDINATION/ADMIN	50/hr	\$750	\$500	\$500	\$350	\$500	\$500	\$500	\$500	\$350	\$350	\$500	\$500	\$200	\$	\$5,250
CLIENT CARE															\$	\$0
LOCATION VISIT/WRITING Notes	\$50/hr														\$	\$0
PRODUCER TIME	60/hr														\$	\$0
DIRECTOR TIME	75/hr														\$	\$0
<b>TOTALS</b>		\$ 1,300.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 350.00	\$	9,150.00
<b>PRODUCTION</b>	<b>RATE</b>															
DIRECTOR or PRODUCER/DIR	125/hr	\$550						\$550		\$550	\$550				\$	\$1,650
DP / LEAD SHOOTER	125/hr	\$550					\$350	\$550		\$550	\$550	\$350			\$	\$2,350
CAMERA PACKAGES / GEAR		\$350					\$150	\$350		\$350	\$350	\$150			\$	\$1,350
Producer Time	75/hr														\$	\$0
DRONE	500/partial														\$	\$0
STILL PHOTOGRAPHY	450/850			\$450			\$200	\$200	\$200		\$400	\$200			\$	\$1,650
EVENT COVERAGE	75/hr														\$	\$0
<b>TOTALS</b>		\$ 1,450	\$ 0	\$ 450	\$ 0	\$ 0	\$ 700	\$ 1,650	\$ 200	\$ 1,450	\$ 1,850	\$ 700	\$ 0	\$ 0	\$	8,450.00
<b>POST-PRODUCTION</b>	<b>RATE</b>															
PRODUCER / DIRECTOR	\$75/hr														\$	\$0
EDITOR / COLOR CORRECTION	1000/day \$150/hr	\$400	\$800	\$800	\$600	\$800	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$800	\$400	\$	\$11,400
DESIGN / GRAPHICS	\$75/hr \$650/day	\$150	\$350	\$350	\$100	\$200	\$350	\$350	\$350	\$250	\$350	\$350	\$200	\$150	\$	\$3,350
AUDIO DESIGN	\$75/hr \$650/day	\$100	\$150	\$100	\$100	\$100	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$	\$1,650
VO TALENT (ENGLISH)	Narrator Only														\$	\$0
MUSIC LICENSING	\$25-\$200/song	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$	\$550
MEDIA MANAGEMENT	\$100/hr	\$100		\$100			\$150	\$150	\$150	\$150	\$150	\$150		\$150	\$	\$1,000
PHOTO LICENSING	\$55/image	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$	\$12
PHOTO EDITING							\$250	\$250			\$350	\$350	\$150		\$	\$1,350
CAPTIONING		\$50	\$50	\$50	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$	\$1,100
<b>TOTALS</b>		\$ 851	\$ 1,401.00	\$ 1,451.00	\$ 951.00	\$ 1,251.00	\$ 2,251.00	\$ 2,251	\$ 1,851	\$ 1,901	\$ 2,351	\$ 2,351	\$ 1,451	\$ 951	\$	21,263.00
<b>TOTALS</b>		\$ 4,376.00	\$ 3,701.00	\$ 4,201.00	\$ 3,001.00	\$ 3,551.00	\$ 5,251.00	\$ 6,201.00	\$ 4,351.00	\$ 5,401.00	\$ 6,251.00	\$ 5,351.00	\$ 3,751.00	\$ 2,076.00	\$	57,463.00
AD SPEND		\$ 250.00	\$ 500.00	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 0.00	\$ 500.00	\$ 500.00	\$ 250.00	\$	8,250.00
SALES TAX APPLIED (estimated)		\$ 207.09	\$ 126.09	\$ 171.09	\$ 85.59	\$ 112.59	\$ 265.59	\$ 351.09	\$ 184.59	\$ 301.59	\$ 378.09	\$ 274.59	\$ 130.59	\$ 85.59	\$	\$2,674.17
INVOICABLE TOTAL		\$ 4,833.09	\$ 4,327.09	\$ 4,372.09	\$ 3,086.59	\$ 4,913.59	\$ 6,766.59	\$ 7,802.09	\$ 5,785.59	\$ 6,952.59	\$ 6,629.09	\$ 6,125.59	\$ 4,381.59	\$ 2,411.59	\$	56,837.17
																contract difference: -56,612.83
<b>OTHER INVOICES</b>	<b>TOTAL</b>															
	\$ -															
	\$ -					\$16,620.00	OCT-JAN: \$16,618.86		\$5,200.00	Digital Ads & Radio		\$8,250.00	ad spend			
	\$ -					\$19,482.00	FEB-APR \$19,482.27		\$4,800.00	Billboards		\$2,674.17	tax			
	\$ -					\$19,367.00	MAY-JULY \$19,367.27		\$58,200.00	Media & Marketing Services		\$57,463.00	Rogue Heart Media & Marketing services			
	\$ -					\$12,919.00	AUG-OCT \$12,918.77		\$4,800.00	Vehicle Wrap - Outside RHM		\$850.00	Subcontractor - Katherine Bell Logo			
						\$68,388.00	\$68,387.17		\$2,000.00	Bus benches / other - Outside RHM		\$1,625.00	Subcontractor - Tami Rotchford			
<b>TOTALS</b>									\$75,000.00			\$70,862.17				





< Business Lookup

**License Information:**

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

**Entity name:** ROGUE HEART MEDIA SPC

**Business name:** ROGUE HEART MEDIA INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-396-687

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2916 N MONROE ST  
SPOKANE WA 99205-3359

**Mailing address:** 2916 N MONROE ST  
SPOKANE WA 99205-3359

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

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

**Endorsements**

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Spokane Certified B Corporation</a>				Active	Mar-31-2024	Nov-04-2014

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

Governing people	Title
SCHUYLER KENNEDY, MEGAN	

The Business Lookup information is updated nightly. Search date and time: 2/14/2024 6:43:41 AM





**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/6/2024

**Clerk's File #**

OPR 2024-0179

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

PUBLIC WORKS

**Project #****Contact Name/Phone**

MARLENE FEIST 6505

**Bid #****Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE BWILKERSON

**Agenda Item Name**

5200 - SHADLE PARK COMMUNITY GARDEN MOU WITH PUBLIC WORKS

**Agenda Wording**

Memorandum of Understanding with the Audubon-Downriver Neighborhood Council for access to right-of-way space and establishing a community garden providing education on urban ecology.

**Summary (Background)**

City of Spokane Public Works is willing to allow usage of the property under mutually agreeable terms and conditions as outlined in the Memorandum of Understanding. The Audubon-Downriver Neighborhood Council will act as the fiscal and land management responsible agent for the Shadle Park Community Garden and the Water Department will absorb the costs of service fees and water consumption.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

Water Department will absorb the costs of service fees and water consumption.

**Amount****Budget Account**

Select

\$

#

Select

\$

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Select

\$

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Select

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\$

#

\$

#





## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

FEIST, MARLENE

##### Division Director

FEIST, MARLENE

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

chris-jeff@msn.com

audubondownriver@gmail.com

mfeist@spokanecity.org

kzimmer@spokanecity.org

lsearl@spokanecity.org

lsearl@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	02/26/2024
<b>Submitting Department</b>	Public Works
<b>Contact Name</b>	Marlene Feist
<b>Contact Email &amp; Phone</b>	mfeist@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CM Bingle and CM Wilkerson</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Shadle Park Community Garden MOU with Public Works
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Audubon-Downriver Neighborhood Council seeks to access right-of-way space and establish a community garden providing education on urban ecology. The “Shadle Park Community Garden” site is located on Public Works property that would otherwise be a non-irrigated, traffic calming space.</p> <p>City of Spokane Public Works is willing to allow usage of the property under mutually agreeable terms and conditions as outlined in the MOU. The Audubon-Downriver Neighborhood Council will act as the fiscal and land management responsible agent for the Shadle Park Community Garden and the Water Department will absorb the costs of service fees and water consumption.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p>
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.</p>

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AUDUBON-DOWNRIVER NEIGHBORHOOD COUNCIL AND THE CITY OF  
SPOKANE PUBLIC WORKS DIVISION

THIS Memorandum of Understanding (MOU) is between the City of Spokane, Public Works Division, located at 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, hereafter referred to as "Public Works" and the Audubon-Downriver Neighborhood Council, whose address is \_\_\_\_\_, herein after referred to as "Audubon-Downriver"; each individually referred to as "Party", together collectively referred to as the "Parties".

WHEREAS, Audubon-Downriver seeks to access right-of-way space and establish a vibrant community garden providing education on urban ecology and biodiversity through organic gardening and sustainable development and to promote healthy organic gardening and urban agriculture practices, and

WHEREAS, Public Works, is the owner of certain real property located South of Shadle Park High School on West Longfellow Ave and North Oak Street and is willing to allow usage by Audubon-Downriver under mutually agreeable terms and conditions as a community garden ("Shadle Park Community Garden"), and

WHEREAS, the Audubon-Downriver is willing to act as the fiscal and land management responsible agent for the Shadle Park Community Garden or "Garden Premises", and

WHEREAS, the Shadle Park Community Garden site is to be located on Public Works property that would otherwise be a non-irrigated, traffic calming space.

NOW THEREFORE, the parties mutually agree as follows:

1. PURPOSE: The purpose of this MOU is to establish and memorialize the terms, covenants, responsibilities, and conditions between the Parties for the Shadle Park Community Garden as developed in the attached Exhibit A.
2. DURATION: This MOU shall be for an initial term, effective February 1, 2024 and shall remain in effect for an initial term of three (3) years, with an option for a two (2) year renewal upon mutual written agreement of the Parties. The Parties reserve the right at any time to terminate, re-

negotiate, or extend this MOU. Any Amendments shall be in writing and signed by each Party.

3. TERMS:

3.1 No structures will be built in the Garden Premises unless they are identified on the site plan or approved in writing, by the Public Works Director.

3.2 Public Works staff shall have full access to any and all storage areas/structures or other approved structures regardless of locked or secured on the Garden Premises.

3.3 All garden beds must be raised and must be built out of the same material as identified in the site plan.

3.4 Water Department staff will install and maintain four (4) water spigots, to include charge and winterize the water supply each season. Any irrigation beyond the spigot point will be installed and maintained by the Audubon-Downriver Neighborhood Council.

3.5 Typically, water supply is available between May 1 and September 30<sup>th</sup>, but varies year to year depending on a variety of factors, including weather and staff availability. The water supply will remain active each year during this timeframe unless approved otherwise by the Water Department Director.

3.6 The Audubon-Downriver Neighborhood Council assumes all costs for initial implementation of the garden. At its discretion, the Water Department will absorb the costs of service fees and water consumption, to not exceed 12,000 gallons per month, equal to 4 gallons per square foot of the garden area.

3.7 There shall be no use of non-organic chemical fertilizers, herbicides, or pesticide products in the garden area.

3.8 Any new fresh organic material or compost shall be tilled within the same day of delivery.

3.9 If the Garden Premises fails to meet a reasonable level of upkeep as determined by the Public Works Division, the City reserves the right, after one written notice by the Garden Master, Jeff Stevens (or any successor), to remove offensive elements from its property without prior notice.

3.10 The Garden area Premises will be returned to the pre garden construction conditions at the expense of the Audubon-Downriver

Neighborhood Council, not to exceed \$5000 total expenditure, within one year if the garden is closed for any reason.

3.11 Audubon-Downriver shall name a Garden Master each year and provide written notice to Public Works as to contact information. The Garden Master shall meet with Public Works or their designee at least once per year to discuss operation of the garden. The Garden Master will meet once per year with the user of the gardens to discuss Community Garden Rules.

3.12 An example of the Community Garden Rules is attached as Exhibit B and this document or as may be updated and approved by Public Works, shall be posted (according to City of Spokane's sign standards) at the garden site at all times.

3.13 Audubon-Downriver has entered the MOU regarding the operation of Shadle Park Community Garden. This MOU is attached hereto as Exhibit C. Any changes or modifications to this MOU shall be forwarded to Public Works within 30 days of agreement.

4. Audubon-Downriver Neighborhood Council agrees as follows:

4.1 Audubon-Downriver agrees to act as fiscal agent for Shadle Park Community Garden program for the initial period of three (3) years from the date of this MOU and for any extension periods.

4.2 Audubon-Downriver agrees to maintain records and documentation of all financial transactions according to generally accepted accounting and control procedures and all applicable laws and regulations and to follow accounting policies and procedures. Public Works reserves the right to inspect those documents at any time during the term of this Agreement.

4.3 Audubon-Downriver agrees that none of the activity undertaken by the organization will be in conflict with any local, state and federal regulations, to include without limitation, any environmental rules and regulations.

4.4 This MOU may be cancelled by either Party upon thirty (30) days' written notice to the other Party.

4.5 For whatever reason, if the Garden Premises are not properly maintained; Audubon-Downriver will be responsible for returning the Premises to its original condition, not to exceed \$5000 total expenditure, for the restoration.

- 4.6 This MOU must have an attached site plan and Community Garden Rules. The Public Works Director from time to time may amend the site plan at his or her discretion in coordination with the Audubon-Downriver.
5. NOTICE OF AGREEMENT: In order to provide notice of this Agreement, the Parties will sign this Memorandum of Understanding in recordable form that will be filed for record with the Spokane City Clerk's Office.
6. INDEMNIFICATION:  
6.1 The Audubon-Downriver shall defend, indemnify and hold harmless the City of Spokane, Public Works, its employees and agents, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct Audubon-Downriver performance of this MOU, except to the extent of those claims arising from the negligence of the City of Spokane, Public Works, its employees and agents.
7. ENTIRE AGREEMENT: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
8. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
9. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. BINDING EFFECT. This MOU is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.



Agreed to by the Parties on the \_\_\_\_\_ day of February 2024.

\_\_\_\_\_  
Audubon-Downriver Neighborhood Council  
Chair

February \_\_\_\_ 2024

\_\_\_\_\_  
City of Spokane

February \_\_\_\_\_, 2023

Approved as to form:

Attest:

\_\_\_\_\_  
Assistant City Attorney

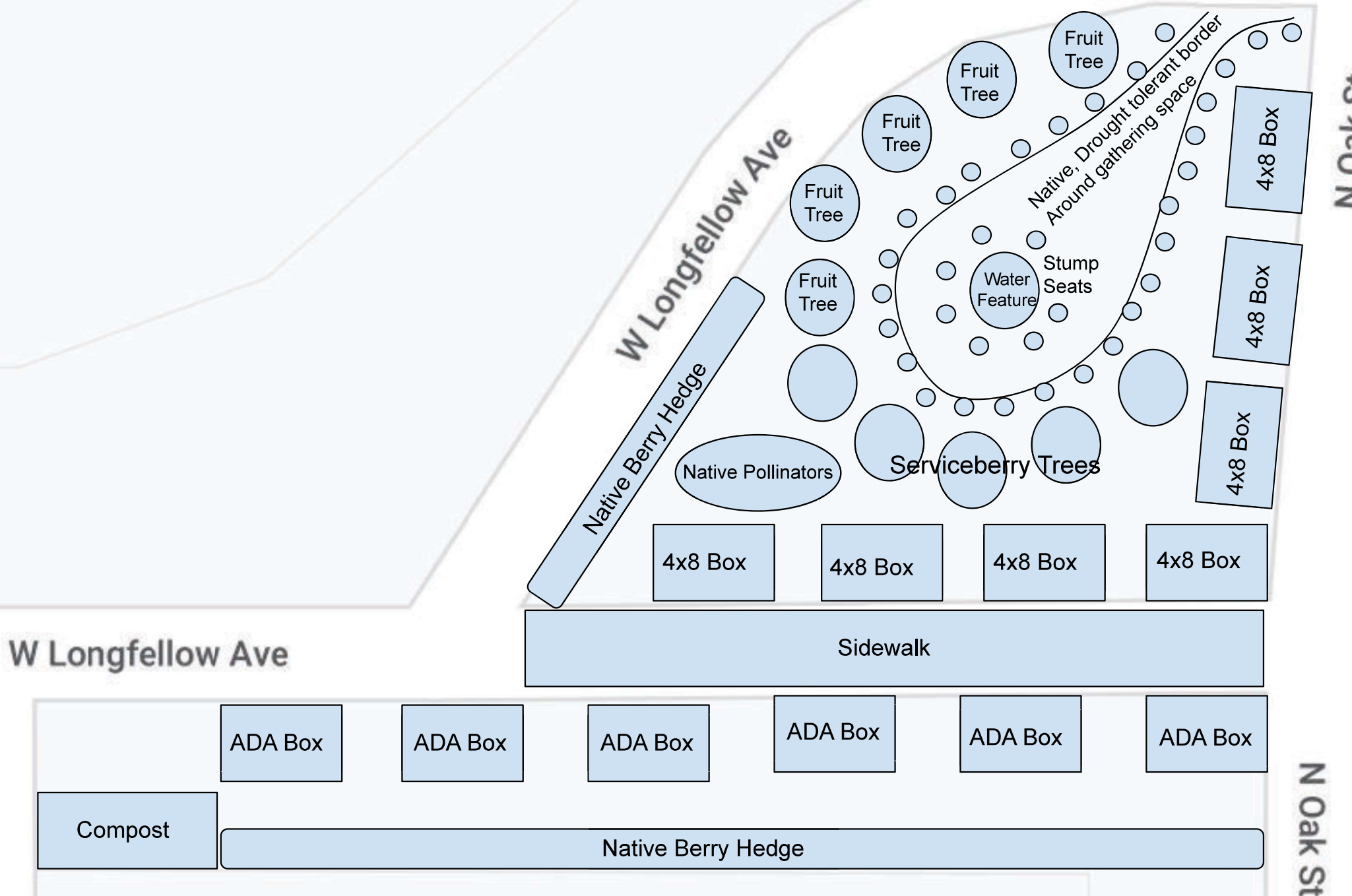
\_\_\_\_\_  
Spokane City Clerk

Attachment A: Graphic showing Shadle Park Community Garden  
Attachment B: Community Garden Rules

ATTACHMENT "A"

ATTACHMENT "B"

# SPHS, Garden Design



## **Shadle Park Community Garden Rules**

1. The Garden Master is Jeff Stevens.
2. These rules must be posted on site at all times.
3. Spokane Water Department will turn on the water by April 1st and turn off the water by October 1st of each year.
4. The Garden shall be cleaned up and winterized by November 1st of each year and have no standing plant material beyond that date.
5. There will be no stockpiling or composting of any material that is brought from outside the Garden.
6. All watering shall be done by hand or drip irrigation with no use of overhead sprinklers.
7. No improvements will be allowed that are not a part of the approved site plan.
8. Temporary plant support structures are permitted as long as they are no taller than 6' above the grade of the Garden pathways.
9. All weather protection structures shall be approved by the Garden Master and shall be not taller than the approved perimeter fence.
10. Gardeners must register with the Garden Master and Registrar for the neighborhood in question in order to be assigned a plot in the garden. Fees are set on an annual basis to cover costs of operating the garden.
11. Each gardener must apply each year for a plot; returning gardeners will be given first preference and permitted to keep the same plot. After three weeks, unreserved plots will be made available to new gardeners.
12. The number of plots per gardener may be limited according to demand.
13. Handicapped accessible garden plots may be given to able bodied gardeners only if they are not being used. Should a request be made by a disabled gardener, that plot will be reassigned to the disabled gardener at the beginning of the growing season.
14. Herbicides, pesticides and chemical fertilizers are not permitted to be used in the garden.
15. Any new fresh organic material or compost shall be tilled within the same day of delivery.
16. No invasive species shall be introduced and will be monitored by the Garden Master.
17. Gardeners are responsible for keeping their plots weeded, tended and for keeping the area around their plots neat including edging around the raised bed. The plot must be cleared at the end of each growing season.
18. All garden walkways or pathways shall be kept clean and maintained with material identified in the site plan or the specifications list.
19. If you are unable to care for your plot for a time because of illness or vacation, ask a fellow gardener to help with weeding and harvesting.
20. Gardening must be contained within the defined space and plants are not allowed to invade walkways, plots assigned to other gardeners, or the fence surrounding the garden. Tall plants should be located at the center of the plot so they do not shade neighboring garden plots.
21. Garden plots may not be re-configured in any way. Plot numbers must be left in place.
22. Only untreated, wooden stakes for plants may be introduced into the garden. Plots may not be used for storage or wood scraps, household items or tools.
23. Water buckets must be emptied daily; no open containers of water are allowed in the garden by restriction of the Spokane Regional Health District.
24. Children under 12 must be accompanied by an adult at all times.
25. Smoking is not allowed in or around the garden area.
26. Do not leave hoses running unattended and be mindful of others needs to water.

28. Tools may not be left in the garden.
29. No pets are allowed in the garden area except service dogs that must be leashed at all times.
30. No garbage service is provided so you must haul out any garbage.
31. Gardeners are expected to give volunteer hours each season for communal garden chores such as mowing, fall clean-up, and spring clean-up.
32. Two warnings will be issued for plots that are overgrown or otherwise not in compliance with garden rules. Failure to correct the violation within one week of notification will result in loss of garden privileges and re-assignment of your space without refund.
33. BE A GOOD NEIGHBOR to your fellow gardeners, to those that live around the garden, and to the families who use the adjoining play field. Help keep the garden neat and clean.

**Thank you for your cooperation in making a positive gardening experience possible for all.**

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/23/2024

**Clerk's File #**

OPR 2022-0581

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

INTEGRATED CAPITAL

**Project #****Contact Name/Phone**

NATE SULYA 6988

**Bid #****Contact E-Mail**

NSULYA@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4250 - AMENDMENT TO ASSIGNMENT AGREEMENT

**Agenda Wording**

Amendment to OPR 2022-0581 Assignment Assumption Agreement with Proclaim Liberty West LLC, Spokane, WA, February 1, 2022 to Present. No Cost Amendment.

**Summary (Background)**

Amending the assignment agreement with Proclaim Liberty West regarding CHIP grant award for the Liberty Park Terrace project. This amendment is to include an amendment from US Dept of Housing and Urban Development (HUD).

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 680,461

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

<b><u>Dept Head</u></b>	PICANCO, KEVIN
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

#### **Additional Approvals**


#### **Distribution List**

proclaimlibertyspk@gmail.com	mfeist@spokanecity.org
mdavis@spokanecity.org	imccounting@spokanecity.org
schoedel@spokanecity.org	nusulya@spokanecity.org
eraea@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	2/26/2024
<b>Submitting Department</b>	ICM
<b>Contact Name</b>	Nate Sulya
<b>Contact Email &amp; Phone</b>	<a href="mailto:nsulya@spokanecity.org">nsulya@spokanecity.org</a>   509-625-6988
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Amendment to OPR 2022-0581 ASSIGNMENT ASSUMPTION AGREEMENT PROCLAIM LIBERTY WEST LLC
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Amending the assignment agreement with Proclaim Liberty West regarding CHIP grant award for the Liberty Park Terrace project. This amendment is to include an amendment from US Dept of Housing and Urban Development (HUD).  *use the Fiscal Impact box below for relevant financial information
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$680,461</u></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>            <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? N/a</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>This is a grant from the Dept. of Commerce that the City has assigned to Proclaim Liberty West. There is no matching funds, etc. required.</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> <p>Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p> <ul style="list-style-type: none"> <li>• 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?</li> </ul>	

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.

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**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

City Clerk's No. OPR 2022-0581  
Engineering Services 2022087

AMENDMENT TO CAPITAL AGREEMENT WITH CITY OF SPOKANE THROUGH  
CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) USING STATE  
CAPITAL FUNDS

THIS AMENDMENT TO CAPITAL AGREEMENT WITH CITY OF SPOKANE (this "Amendment"), is made and entered into as of March 1, 2024 (the "Effective Date"), by and among WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington ("Commerce") and PROCLAIM LIBERTY WEST, LLC, a Washington limited liability company (the "Grantee").

W I T N E S S E T H:

WHEREAS, Commerce made a grant in the amount of \$680,461.00 (the "Grant") to City of Spokane ("City"), as assigned to Grantee, to support the construction of an affordable rental housing development known as Liberty Park Expansion (the "Project"), located on the real property described in the legal description attached as Exhibit "A";

WHEREAS, as a condition of the Grant, Commerce and City entered into that certain Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds, dated July 1, 2021, as assigned to Proclaim Liberty by City of Spokane Contract Assignment and Assumption dated April 4, 2023, as further assigned to Grantee by City of Spokane Amended Assignment and Assumption dated December 27, 2023 ("Agreement");

WHEREAS, Grantee has obtained financing from Centennial Mortgage, Inc., a Missouri corporation ("Lender") for the benefit of Liberty Park Expansion, which loan is secured by a Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing ("Security Instrument") dated as of March 1, 2024, and recorded in the Auditor's Office of Spokane County, Washington ("Records"), and is insured by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, as a condition of insuring the FHA loan, HUD requires that the Agreement be amended to acknowledge the FHA mortgage and to comply with HUD requirements.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless otherwise defined, capitalized terms used herein shall have the meanings assigned to them in the Agreement.

Section 2. HUD Requirements. The Agreement is hereby amended to add a new Section 49, as set forth below, and in Exhibit B attached to this Amendment:

"49. HUD Requirements.

A. The HUD Rider to Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds, attached hereto as Exhibit B (the “HUD Rider”), is incorporated by reference into this Agreement for such time as the Project is subject to a mortgage, deed of trust or security instrument insured or held by the Secretary of Housing and Urban Development (“HUD”), or its successors or assigns.”

Section 3. No Defaults. Commerce acknowledges and agrees that there have been no defaults under the Commerce Grant Documents and no event has occurred which, with the passage of time, the giving of notice or both, would constitute a default under the Commerce Grant Documents or would entitle Commerce to revoke any of the rights granted to the Grantee under the Commerce Grant Documents.

Section 4. Reaffirmation of Agreement. Commerce and Grantee each hereby reaffirm each of the provisions of the Commerce Grant Documents and confirm that the Commerce Grant Documents, as amended, and each of the terms and provisions thereof shall remain in full force and effect for the term thereof.

Section 5. Execution of Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, Commerce and Grantee have executed this Amendment Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds by duly authorized representatives, all as of the date written above.

**COMMERCE:**





**EXHIBIT A**

**EXHIBIT B**

**HUD Rider to Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds**

This RIDER TO RESTRICTIVE COVENANTS is made as of March 1, 2024, by PROCLAIM LIBERTY WEST, LLC, a Washington limited liability company (“Grantee”) and WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington (“Commerce”).

WHEREAS, Grantee has obtained financing from Centennial Mortgage, Inc., a Missouri corporation (“Lender”) for the benefit of the project known as Liberty Park Expansion (“Project”), which loan is secured by a Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing (“Security Instrument”) dated as of March 1, 2024, and recorded with the Auditor’s Office of Spokane County, Washington (“Records”) contemporaneously herewith, and is insured by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, City of Spokane (“City”) received a grant from Commerce, as assigned to Grantee, which Commerce has required certain restrictions against the Project; and

WHEREAS, Commerce and City entered into that certain Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds, dated July 1, 2021, as assigned to Proclaim Liberty by City of Spokane Contract Assignment and Assumption dated April 4, 2023, as further assigned to Grantee by City of Spokane Amended Assignment and Assumption dated December 27, 2023 (“Restrictive Covenants”), with respect to the Project, as more particularly described in Exhibit A attached hereto;

WHEREAS, HUD requires as a condition of its insuring Lender’s financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, Commerce has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Grantee and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means Centennial Mortgage, Inc., a Missouri corporation, its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to Grantee pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act, 12 USC § 1701 *et seq.*, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Grantee in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

- (c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Grantee covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits Commerce’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. Grantee represents and warrants that to the best of Grantee’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.
- (d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.
- (e) Grantee and Commerce acknowledge that Grantee’s failure to comply with the covenants provided in the Restrictive Covenants does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.
- (f) Except for Commerce’s reporting requirement, in enforcing the Restrictive Covenants Commerce will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:
- i. Available surplus cash, if Grantee is a for-profit entity;
  - ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if Grantee is a limited distribution entity; or
  - iii. Available residual receipts authorized for release by HUD, if Grantee is a non-profit entity;
- or

- iv. A HUD-approved collateral assignment of any HAP contract.
- (g) For so long as the Mortgage Loan is outstanding, Grantee and Commerce shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.
- (h) Subject to the HUD Regulatory Agreement, Commerce may require Grantee to indemnify and hold Commerce harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Commerce relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Grantee's obligation to indemnify and hold Commerce harmless shall be limited to available surplus cash and/or residual receipts of Grantee.
- (i) Intentionally omitted.

The statements and representations contained in this rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

**Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.**



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

<b>Date Rec'd</b>	2/15/2024
<b>Clerk's File #</b>	OPR 2024-0180
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	INTEGRATED CAPITAL	<b>Project #</b>	2024053
<b>Contact Name/Phone</b>	MARK PAPICH 625-6310	<b>Bid #</b>	
<b>Contact E-Mail</b>	MPAPICH@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
<b>Agenda Item Name</b>	4250 – DEPT OF ECOLOGY GRANT FIVE MILE INFILTRATION FACILITY REHAB		

**Agenda Wording**

Grant agreement number WQC-2024-Spokane-00148 with the Washington State Department of Ecology for design of the Five Mile Regional Infiltration Facility Rehabilitation - \$170,000.00 Revenue.

**Summary (Background)**

The Department of Ecology has awarded the City of Spokane a grant to improve water quality in the aquifer through installation of a bioretention facility. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	YES
Total Cost	\$ 170,000.00
Current Year Cost	\$ 170,000.00
Subsequent Year(s) Cost	\$

**Narrative**

There is a \$30,000 match requirement. These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year Capital Improvement Plan.

<b>Amount</b>	<b>Budget Account</b>
Revenue \$ 170,000.00	# 4250 98817 99999 33431 10158
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

DAVIS, MARCIA

**Division Director**

FEIST, MARLENE

**Accounting Manager**

ALBIN-MOORE, ANGELA

**Legal**

HARRINGTON,

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**ACCOUNTING -**

MURRAY, MICHELLE

**Distribution List**

eraea@spokanecity.org

mdavis@spokanecity.org

icmaccounting@spokanecity.org

mpapich@spokanecity.org

kkeck@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	2/26/24
<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CP Wilkerson, CM Bingle, CM Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Department of Ecology SFAP and Capacity Grant Agreements
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> <li>• Francis/Assembly/Nine Mile Stormwater Facility             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$127,500</li> <li>▪ City Match=25% (\$22,500)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• Five Mile Regional Infiltration Facility Rehab             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$150,000</li> <li>▪ City Match=25% (\$50,000)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• CSO Basin 34 (I-90) Stormwater Mitigation/Separation             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$5,015,000</li> <li>▪ City Match=15% (\$885,000)</li> <li>▪ Project Phase: Construction</li> </ul> </li> <li>• Washington Basin Stormwater Study             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Drywell Rehab in Well-head Protection Zones             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Capacity Grant             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$130,000</li> <li>▪ City Match=0%</li> <li>▪ Project Phase: Any permit management activity</li> </ul> </li> </ul>
<b>Fiscal Impact</b>	



Approved in current year budget?  Yes  No  N/A

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

**Narrative:** These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

**Funding Source**  One-time  Recurring  N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**  One-time  Recurring  N/A

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

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

**What impacts would the proposal have on historically excluded communities?**

Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.



## Agreement WQC-2024-Spokane-00148

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.

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### GENERAL INFORMATION

Project Title:	Five Mile Regional Infiltration Facility Rehab
Total Cost:	\$ 200,000
Total Eligible Cost:	\$ 200,000
Ecology Share:	\$ 170,000
Recipient Share:	\$ 30,000
The Effective Date of this Agreement is:	7/1/2023
The Expiration Date of this Agreement is no later than:	6/30/2027
Project Type:	Stormwater Facility

Project Short Description: (500-character limit, includes spaces)

This project will improve water quality in the Rathdrum Prairie Aquifer through installation of a Bioretention Facility between West Francis Avenue and Country Homes Boulevard and east of North Maple Street in the City of Spokane. This project will provide treatment for (total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus).

Project Long Description: (4,000-character limit, includes spaces)

The Francis Avenue and Country Homes Boulevard Stormwater Infiltration Facility (FMRIF) plays a critical role in managing stormwater in the region, strategically located between West Francis Avenue and Country Homes Boulevard, east of North Maple Street. Designed primarily for infiltration, this facility comprises a sunken, sparsely vegetated area with key drainage inlets, notably one near the intersection of North Maple Street and West Five Mile Road, receiving flow from trunk lines along West Five Mile Road and Francis Road. Another inlet, situated on the north side, manages runoff from local roads. Excavated to approximately 25 feet deep, its origins trace back to gravel mining activities.

In response to its significance, the City of Spokane engaged Osborn Consulting Engineers in 2021 to conduct a comprehensive stormwater study. The study aimed to devise a basin plan for stormwater facilities and their contributing drainage basins, with the FMRIF at the forefront. Currently, this facility manages runoff from an expansive area covering approximately 480 impervious acres. A geotechnical analysis conducted during the study revealed an infiltration rate of 97 inches per hour, which is notably high and ineffective for treatment.

According to stormwater modeling, the FMRIF demonstrates sufficient capacity to infiltrate all directed flows, with no observed ponding even during extreme weather events like the 100-year, 24-hour storm event, attributed to its high infiltration rate.

The project involves excavating the existing facility by approximately 18 inches and installing 18 inches of engineered treatment soil throughout to enhance pre-infiltration treatment. Additionally, a settling pond or forebay will be constructed at the 48-inch inlet pipe to effectively manage sediment. Enhancements to the landscape surrounding the pond are also included within the project's scope.

Overall Goal: (1,000-character limit, includes spaces)

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

### **Tip Sheet/Guidelines for Writing Stormwater Grant Agreement Narrative**

#### **Project Short Description**

1. Name the water body that will be improved.
2. Describe/name the project location.
3. Describe/name the proposed BMPs.
4. Name the pollutants treated and any resulting flow control.
5. Name any additional benefits (optional)

Follow the template format for most facility and activity projects and all 5 will be covered.

If the template does not work for your project, use 1-5 as a checklist.

#### **Project Long Description**

Modify from description provided by applicant. PM should write this description based on their understanding of the project. It may be helpful to do some research and have a conversation with the recipient and the ECY project team prior to writing this description to be sure that you are able to include relevant information, including:

- Description of the area (including water body, current/existing infrastructure, land use, contributing area, proximity to affected water body (Is it directly connected?))
  - Contributing Area: Land area where all flowing surface water converges to a single point. Include the contributing area in the long description to describe the area the BMP(s) will treat in acres.
  - Pollution-Generating Impervious Surfaces (PGIS): PGIS is only used in the Construction Task Description. Those impervious surfaces considered to be significant sources of pollutants for stormwater runoff.
- Description of the WQ problem (pollutants of concern, info about TMDLs addressed or 303d listings)
- Proposed solutions including flow control/treatment BMPs

Needs to include the following elements:

1. Description of the water body targeted for improvement.
  - a. Name
  - b. Uses (ex: fish, drinking water, recreation, etc.)
  - c. Problems (pollutants)
  - d. Sources of pollutants (be specific – ex: stormwater – not specific enough, stormwater generated by Main Street the 3-acre commercial core – better)
2. Description of the project area/area being treated:

- a. Land use
  - b. Size
  - c. Location in relation to the waterbody targeted for improvement
3. General description of the types of BMPs proposed.
  4. Why those specific BMPs were selected.

Before it is sent for review check for the following:

1. Does it read well as a stand-alone document? (If you extracted it and gave it to a friend, would it make sense to them?)
2. Have all references to “this proposal” been removed and updated?
3. Is it written in the active voice?
  - Active Voice resources: [UW-Madison Writing Center](#) and [WA Plain Talk Guidelines](#) (Section 4)
4. Are there too many unnecessary details that should be part of the deliverables not the description
  - (HINT – does it look like unedited cut and paste from the design report? – often the engineering report contains too many nitpicky details for a project description and misses the big picture.)

**RECIPIENT INFORMATION**

Organization Name: CITY OF SPOKANE

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](mailto:mpapich@spokanecity.org)

**Contacts**

<b>Project Manager</b>	Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
<b>Authorized Signatory</b>	Lisa Brown Mayor  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310 (509) 343-5760
<b>Billing Contact</b>	LaVonne Martelle Accountant I  44 W Riverside Spokane, Washington Email: lmartelle@spokanecity.org Phone: (509) 625-7000 (509) 343-5760

## 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

<b>Project Manager</b>	Shilo Sprouse  4601 N. Monroe Spokane, Washington 99205 shilo.sprouse@ecy.wa.gov 509-862-8584
<b>Financial Manager</b>	Joe Kinerk  300 Desmond Dr SE Lacey, Washington 98503 joek461@ECY.WA.GOV (360) 742-2875
<b>Technical Advisor</b>	Doug Howie  PO Box 47600 Olympia, Washington 98504-7600 <a href="mailto:Douglas.howie@ecy.wa.gov">Douglas.howie@ecy.wa.gov</a> 360-870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

**Washington State Department of Ecology**

**City of Spokane**

\_\_\_\_\_  
Vincent McGowan  
Water Quality  
Program Manager

Date

\_\_\_\_\_  
Lisa Brown  
Mayor

Date

\_\_\_\_\_  
Additional City/County Signatories    Date  
Email Address:



## SCOPE OF WORK

Task Number: 1

Task Cost: \$0

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall 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; an EAGL (Ecology Administration of Grants and Loans) and Recipient Close Out Report. In the event that 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 is in compliance with 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 Close Out Report.

\* Properly maintained project documentation.

### **Grant and Loan Administration Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
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 Close Out Report (EAGL Form).	

## SCOPE OF WORK

Task Number: 2

Task Cost: \$0

Task Title: Cultural and Environmental Review, and Permitting

### 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 submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
  2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, 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.
- B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

### **Cultural and Environmental Review, and Permitting Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

DRAFT

## SCOPE OF WORK

Task Number: 3

Task Cost: \$200,000

Task Title: Design Plans and Specifications

### 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 develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

- A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Document.

- B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

### **Design Plans and Specifications Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	

3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	

DRAFT

## SCOPE OF WORK

Task Number: 4

Task Cost: \$0

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.

- A. The RECIPIENT will submit a preliminary GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- B. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- C. 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 preliminary GIS shapefile, Recipient Closeout Report, and Outcomes Summary.
- \* Proper maintenance of the constructed facility to maintain water quality benefits.

### Project Closeout Deliverables

Number	Description	Due Date
6.2	Preliminary project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	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: 7/1/2023  
 Funding Expiration Date: 6/30/2027  
 Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 15%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Indirect Rate: max 30%  
 Supporting documentation must be uploaded to EAGL.  
 Rate will be indicated in your agreement.

<b>Stormwater Financial Assistance Program</b>	<b>Task Total</b>	<b>Recipient Amount</b>	<b>ECY Amount</b>
1. Grant and Loan Administration	\$0	\$0	\$0
2. Cultural and Environmental Review, and Permitting	\$0	\$0	\$0
3. Design Plans and Specifications	\$200,000	\$30,000	\$170,000
4. Project Close Out	\$0	\$0	\$0
<b>Total</b>	<b>\$200,000</b>	<b>\$30,000</b>	<b>\$170,000</b>

<b>Funding Distribution Name</b>	<b>Recipient Match</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
<b>SFAP</b>	15%	\$30,000	\$170,000	\$200,000
<b>Total</b>		<b>\$30,000</b>	<b>\$170,000</b>	<b>\$200,000</b>



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:
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**Was the funding offer less than the amount requested because of ineligible items? Please describe.**

--

**Application Budget (copy tasks and amounts from EAGL)**

Task	Budget in App	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
<b>Total</b>		

**Agreement Budget**

Task	Revised Budget	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
<b>Total</b>		

## 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.

**“Defease” 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 Defease 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](mailto: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 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) <<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) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://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](mailto: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:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/15/2024

**Clerk's File #**

OPR 2024-0181

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

INTEGRATED CAPITAL

**Project #**

2024054

**Contact Name/Phone**

MARK PAPICH 625-6310

**Bid #**

**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

4250 – DEPT OF ECOLOGY GRANT DRYWELL REHABILITATION

**Agenda Wording**

Grant agreement number WQC-2023-Spokane-00103 with the Washington State Department of Ecology for Drywell Rehabilitation in Wellhead Protection Zones - \$262,500.00 Revenue.

**Summary (Background)**

The Department of Ecology has awarded the City of Spokane a grant to assess drywells within the Wellhead Protection Zones in northeast Spokane. The City does not have any match requirements for this grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 262,500.00

Current Year Cost \$ 262,500.00

Subsequent Year(s) Cost \$

**Narrative**

There is a 25% match requirement. These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year Capital Improvement Plan.

**Amount**

**Budget Account**

Revenue \$ 262,500.00

# 4250 98817 99999 33431 14406

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	DAVIS, MARCIA	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Additional Approvals**

**Distribution List**

	eraea@spokanecity.org
icmaccounting@spokanecity.org	mpapich@spokanecity.org
mdavis@spokanecity.org	kkeck@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	2/26/24
<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CP Wilkerson, CM Bingle, CM Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Department of Ecology SFAP and Capacity Grant Agreements
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> <li>• Francis/Assembly/Nine Mile Stormwater Facility               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$127,500</li> <li>▪ City Match=25% (\$22,500)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• Five Mile Regional Infiltration Facility Rehab               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$150,000</li> <li>▪ City Match=25% (\$50,000)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• CSO Basin 34 (I-90) Stormwater Mitigation/Separation               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$5,015,000</li> <li>▪ City Match=15% (\$885,000)</li> <li>▪ Project Phase: Construction</li> </ul> </li> <li>• Washington Basin Stormwater Study               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Drywell Rehab in Well-head Protection Zones               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Capacity Grant               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$130,000</li> <li>▪ City Match=0%</li> <li>▪ Project Phase: Any permit management activity</li> </ul> </li> </ul>
<b>Fiscal Impact</b>	



Approved in current year budget?  Yes  No  N/A

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

**Narrative:** These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

**Funding Source**  One-time  Recurring  N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**  One-time  Recurring  N/A

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

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

**What impacts would the proposal have on historically excluded communities?**

Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.



## Agreement WQC-2023-Spokane-00103

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:	Drywell Rehabilitation in Wellhead Protection Zones
Total Cost:	\$350,000.00
Total Eligible Cost:	\$350,000.00
Ecology Share:	\$262,500.00
Recipient Share:	\$87,500.00
The Effective Date of this Agreement is:	7/1/2022
The Expiration Date of this Agreement is no later than:	6/30/2026
Project Type:	Stormwater Facility

Project Short Description: (500-character limit, includes spaces)

This project will ultimately improve water quality in the Spokane Valley-Rathdrum Prairie aquifer through the assessment of drywells within the Wellhead Protection Zones in the northeast portion of the city of Spokane. This project will evaluate the drywells and identify solutions to bring them up to current standards.

Project Long Description: (4,000-character limit, includes spaces)

The RECIPIENT's sole source of drinking water is the Spokane Valley-Rathdrum Prairie (SVRP) aquifer. Drywells located in the city ultimately drain to the SVRP aquifer, which interacts with the Spokane River through gaining and losing reaches. Many drywells are located within wellhead protection zones that do not meet current ECOLOGY Underground Injection Control (UIC) or Stormwater Management Manual for Eastern Washington (SWMMEW) requirements, which both necessitate water quality treatment prior to infiltrating stormwater. The wellheads are primarily located on the east side of the city and are generally overlain by highly permeable soils, making them susceptible to contamination from infiltrated stormwater above.

As a general practice, the RECIPIENT installs a drywell UIC as an overflow component to treatment best management practices (BMPs) to serve as the facility's outlet. In some cases, drywells are directly receiving stormwater for infiltration without treatment. Many are older drywells and pre-date current UIC regulations. In this project, the RECIPIENT will perform a hydrologic stormwater study focusing on the northeast portion of the city. The RECIPIENT will:

- Review existing drywell inventory data and identify data gaps for the study area.
- Identify problem areas and causes.
- Complete field investigations including visual observation, measurements, infiltration testing, and geotechnical borings.
- Perform hydrologic analysis including verifying basin areas contributing to drywells, calculating flows to drywells, and analyzing and refining solution alternatives.
- Develop a plan to rehabilitate the drywells, prevent localized flooding, and provide water quality treatment in line with current stormwater standards.
- Develop a final report that summarizes the work completed and provides an action plan for implementing solutions.

Ultimately, this project will provide the RECIPIENT with an action plan to move forward with implementing solutions to protect the SVRP aquifer and the Spokane River.

Overall Goal: (1,000-character limit, includes spaces)

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

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

<b>Project Manager</b>	Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, WA 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
<b>Authorized Signatory</b>	Nadine Woodward Mayor  808 W Spokane Falls Blvd Spokane, WA 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310
<b>Billing Contact</b>	LaVonne Martelle Accountant I  44 W Riverside Spokane, WA 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000

## 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

<b>Project Manager</b>	Shilo Sprouse  4601 N Monroe Spokane, WA 99205-1295 Email: shsp461@ecy.wa.gov Phone: (509) 862-8584
<b>Financial Manager</b>	Joe Kinerk  P.O. Box 47600 Olympia, WA 98504 Email: joek461@ecy.wa.gov Phone: (360) 724-2875
<b>Technical Advisor</b>	Doug Howie  P.O. Box 47600 Olympia, WA 98504 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

**Washington State Department of Ecology**

**City of Spokane**

\_\_\_\_\_  
Vincent McGowan                      Date  
Water Quality  
Program Manager

\_\_\_\_\_  
Nadine Woodard                      Date  
Mayor

\_\_\_\_\_  
Additional City/County Signatories    Date  
Email Address:

## SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall 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; an EAGL (Ecology Administration of Grants and Loans) and Recipient Close Out Report. In the event that 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 is in compliance with 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 Close Out Report.

\* Properly maintained project documentation.

### **Grant and Loan Administration Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
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 Close Out Report (EAGL Form).	

## SCOPE OF WORK

Task Number: 2

Task Cost: \$0.00

Task Title: Cultural and Environmental Review, and Permitting

### 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 submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
  2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, 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.
- B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

### **Cultural and Environmental Review, and Permitting Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	



2.3	SEPA Checklist, if deemed necessary for the project. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination, if deemed necessary for the project. Upload to EAGL and notify ECOLOGY.	

DRAFT

## SCOPE OF WORK

Task Number: 3

Task Cost: \$100,000

Task Title: Assessment Process and Data Review

### 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 framework for the drywell assessment process. The RECIPIENT will document the process in a memo that includes the assessment methods, field evaluations, and criteria that will be used to assess each drywell. This process will include establishing if each UIC has been appropriately registered with ECOLOGY. The RECIPIENT will submit the memo to ECOLOGY for review to ensure the assessments proceed according to those expectations.
- B. The RECIPIENT will review existing drywell inventory data and identify data gaps. The RECIPIENT will gather and examine GIS data, land use, land characteristics, and stormwater and water resources data. The RECIPIENT will include the applicable requirements for UICs, presence of existing stormwater facilities, property ownership, drainage area, upstream land use, soils/geology, groundwater, and topography. The RECIPIENT will use this information and the assessment process to review each drywell.
- C. The RECIPIENT will conduct field evaluations for the identified drywells.
- D. The RECIPIENT will apply the information gathered in the assessment process and field evaluations to the criteria in the site selection process to determine whether the wells are compliant with current UIC regulations and are candidates for retrofit. The RECIPIENT will produce a list of the drywells that will move forward for conceptual design.
- E. The RECIPIENT will add the data collected and reviewed into the existing drywell inventory.
- F. The RECIPIENT will prepare a final report summarizing the basin data, site selection process, outcomes, and GIS map(s) of identified sites.

### Task Goal Statement:

The RECIPIENT will identify and screen UICs for need to retrofit.

### Task Expected Outcome:

The RECIPIENT will choose project sites and develop a final report summarizing the data, process, and outcomes.

### **Design Plans and Specifications Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
3.1	Contract documents, if applicable. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Memo of Framework for Assessment Process. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY comments. Upload to EAGL and notify ECOLOGY.	

3.4	Draft Final Report. Upload to EAGL and notify ECOLOGY.	
3.5	Responses to ECOLOGY Final Report comments. Upload to EAGL and notify ECOLOGY.	
3.6	Final Report. Upload to EAGL and notify ECOLOGY.	

DRAFT

## SCOPE OF WORK

Task Number: 4

Task Cost: \$250,000

Task Title: Preliminary Design

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 conduct site-specific geotechnical investigation to determine the feasibility of stormwater infiltration.
- B. For drywells that are out of compliance and in need of retrofit, the RECIPIENT will develop solutions to bring the drywells into compliance.
- C. The RECIPIENT will develop conceptual designs, cost estimates, and permit strategies for the retrofit facilities at the chosen project sites. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Projects must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

Task Goal Statement:

Task Expected Outcome:

### Construction Management Deliverables

Number	Description	Due Date
4.1	List of projects to move forward to preliminary design. Upload to EAGL and notify ECOLOGY.	
4.2	Preliminary Design(s). Upload to EAGL and notify ECOLOGY.	
4.3	Responses to ECOLOGY Preliminary Design comments. Upload to EAGL and notify ECOLOGY.	
4.4	ECOLOGY Preliminary Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	

## SCOPE OF WORK

Task Number: 5

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.

- A. The RECIPIENT will submit a GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- B. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- C. 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 O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.

### Project Closeout Deliverables

Number	Description	Due Date
5.1	Project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
5.2	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 %: 15%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Indirect Rate: 30%

<b>Stormwater Financial Assistance Program</b>	<b>Task Total</b>	<b>Recipient Amount</b>	<b>ECY Amount</b>
1. Grant and Loan Administration	0	0	0
2. Cultural and Environmental Review, and Permitting	0	0	0
3. Assessment Process and Data Review	100,000	15,000	85,000
4. Preliminary Design	250,000	37,500	212,500
5. Project Close Out	0	0	0
<b>Total</b>	<b>350,000</b>	<b>52,500</b>	<b>297,500</b>

<b>Funding Distribution Name</b>	<b>Recipient Match</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
<b>SFAP</b>	15%	52,500	297,500	350,000
<b>Total</b>		<b>52,500</b>	<b>297,500</b>	<b>350,000</b>

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 tasks and amounts from EAGL)**

Task	Budget in App	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
<b>Total</b>		

**Agreement Budget**

Task	Revised Budget	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
<b>Total</b>		

## 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 Defeasance 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](mailto: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 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) <<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) <<http://www.usaspending.gov/>>.

For more details on FFATA requirements, see [www.fsr.gov](http://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](mailto: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:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/18/2024

**Clerk's File #**

OPR 2024-0182

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

INTEGRATED CAPITAL

**Project #**

**Contact Name/Phone**

MARK PAPICH 625-6310

**Bid #**

**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4250 – DEPT OF ECOLOGY GRANT STORMWATER CAPACITY

**Agenda Wording**

Grant agreement number WQSWCAP-2325-Spokane-00117 with the Washington State Department of Ecology for implementation or management of stormwater programs - \$130,000.00 Revenue.

**Summary (Background)**

The Department of Ecology has awarded the City of Spokane a grant to reduce stormwater pollutants discharged into water bodies. The City does not have any match requirements for this grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 130,000.00

Current Year Cost \$ 130,000.00

Subsequent Year(s) Cost \$

**Narrative**

These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year Capital Improvement Plan. Without these dollars, the City would be unable to implement these projects within the proposed timeline.

**Amount**

**Budget Account**

Revenue \$ 130,000.00

# 4310 94306 35079 33431 99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

DAVIS, MARCIA

**Division Director**

FEIST, MARLENE

**Accounting Manager**

ALBIN-MOORE, ANGELA

**Legal**

HARRINGTON,

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**ACCOUNTING -**

MURRAY, MICHELLE

**Distribution List**

eraea@spokanecity.org

jrhall@spokanecity.org

icmaccounting@spokanecity.org

mpapich@spokanecity.org

mdavis@spokanecity.org

kkeck@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	1/29/2024
<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Council President Betsy Wilkerson</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Department of Ecology SFAP and Capacity Grant Agreements
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> <li>• Francis/Assembly/Nine Mile Stormwater Facility             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$127,500</li> <li>▪ City Match=15% (\$22,500)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• Five Mile Regional Infiltration Facility Rehab             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$150,000</li> <li>▪ City Match=25% (\$50,000)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• CSO Basin 34 (I-90) Stormwater Mitigation/Separation             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$5,015,000</li> <li>▪ City Match=15% (\$885,000)</li> <li>▪ Project Phase: Construction</li> </ul> </li> <li>• Washington Basin Stormwater Study             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Drywell Rehab in Well-head Protection Zones             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Capacity Grant             <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$130,000</li> <li>▪ City Match=0%</li> <li>▪ Project Phase: Any permit management activity</li> </ul> </li> </ul>
<b>Fiscal Impact</b>	

Approved in current year budget?  Yes  No  N/A

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

**Narrative:** These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

**Funding Source**  One-time  Recurring  N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**  One-time  Recurring  N/A

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

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

**What impacts would the proposal have on historically excluded communities?**

Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

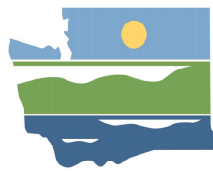
N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.



## Agreement No. WQSWCAP-2325-Spokane-00117

### WATER QUALITY STORMWATER CAPACITY 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 City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.



Agreement No: WQSWCAP-2325-Spokane-00117  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Spokane

**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

Organization Email: mpapich@spokanecity.org  
 Organization Fax: (509) 343-5760

**Contacts**

<p><b>Project Manager</b></p>	<p>Mark Papich                  Senior Engineer</p> <p>808 W Spokane Falls Blvd                  Spokane, Washington 99201                  Email: mpapich@spokanecity.org                  Phone: (509) 625-6310</p>
<p><b>Billing Contact</b></p>	<p>LaVonne Martelle                  Accountant I</p> <p>44 W Riverside                  Spokane, Washington 99201-3343                  Email: lmartelle@spokanecity.org                  Phone: (509) 625-7000</p>
<p><b>Authorized Signatory</b></p>	<p>Nadine Woodward                  Mayor</p> <p>808 W Spokane Falls Blvd                  Spokane, Washington 99201                  Email: mayor@spokanecity.org                  Phone: (509) 625-6310</p>

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

Agreement No: WQSWCAP-2325-Spokane-00117  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Spokane

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Project Administration/Management

### Task Description:

A. The RECIPIENT shall 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). In the event that 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 is in compliance with 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 available 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.

## Project Administration/Management

### Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$130,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections

Agreement No: WQSWCAP-2325-Spokane-00117  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Spokane

conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-Spokane-00117  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Spokane

**BUDGET**

**Funding Distribution EG240328**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant      Funding Type: Grant  
 Funding Effective Date: 07/01/2023      Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 130,000.00

**Total: \$ 130,000.00**

Agreement No: WQSWCAP-2325-Spokane-00117  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Spokane

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 130,000.00</b>	<b>\$ 130,000.00</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

#### **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.

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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) <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) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://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.



Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/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).

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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](mailto: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

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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.

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

#### 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

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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.



Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

## 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.

Agreement No: WQSWCAP-2325-Spokane-00117  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

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 General Terms and Conditions



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/15/2024

**Clerk's File #** OPR 2022-0852

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	ACCOUNTING	<b>Project #</b>	
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<b>Contact Name/Phone</b>	MICHELLE 625-6585	<b>Bid #</b>	
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<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG	<b>Requisition #</b>	
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
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<b>Agenda Item Name</b>	5600 - COMMUNITY MINDED ENTERPRISE ARPA CHILDCARE AMENDMENT		
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**Agenda Wording**

Approval of contract amendment which will allow for greater distribution of funds and remove barriers to qualify for staffing and childcare subsidy.

**Summary (Background)**

The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. There has become a need to redefine the parameters for which the providers can distribute funds for programs and staffing needs.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost	\$
------------	----

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a>
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Community Minded Enterprises ARPA Childcare Amendment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. There has become a need to redefine the parameters for which the providers can distribute funds for programs and staffing needs.</p> <p>This amendment will allow for greater distribution of funds and remove barriers to qualify for staffing and childcare subsidy.</p> <p>New parameters: 1) Removing requirement to return to work, and break in employment thus allowing those essential workers to qualify for childcare subsidy 2) Allowing employees that are family members to qualify for retention bonuses as long as they have the same qualifications as other workers. 3) Extending childcare subsidy from 3 months to 6 months. 4) Increasing the income limits from \$120% of SMI to 150% SMI for tier 1 with a 6 month subsidy of 100%, 100%, 75%, 75%, 50%, 25%. 5) Creating a tier 2 of up to 200% SMI with a 6 month subsidy of 50%, 50%, 50%, 25%, 25%, 25%.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u></p> <p>    Current year cost: n/a</p> <p>    Subsequent year(s) cost: n/a</p> <p><b>Narrative:</b> Amendment to change the parameters to qualify for staffing bonuses and childcare subsidy</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Not applicable as the funding has already been awarded</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>None</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data is available to show how much retention bonuses and childcare subsidy has and will be distributed.

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 Council allocated \$3,500,000 of ARPA funding towards an initiative for childcare. This contract is carrying out that initiative.



**City of Spokane**

**NO COST CONTRACT AMENDMENT**

Title: ARPA CHILDCARE PROGRAM GRANT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and HIP OF SPOKANE COUNTY (dba COMMUNITY-MINDED ENTERPRISES), whose address is 2001 North Division, Ste 130, Spokane, WA 99207, as ("GRANTEE"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to provide time limited subsidy vouchers for City residents who are newly employed or returning to the in person workplace and meet financial eligibility guidelines; and

WHEREAS, the City and the Grantee have requested new parameters to qualify for staffing bonuses and childcare subsidy;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated November 22 and 23, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective November 28, 2022.
3. **AMENDMENT.** Each reference to the changed language (strike-out) of the contract documents is amended to read as follows:

~~The selected organization(s) will provide assistance to families with household incomes at or below 80% AMI for up to three months of childcare assistance payments (a subsidy of 25% of the cost per child per month for three months) \*Original contract\*~~

The selected organization(s) will provide assistance to families with household incomes at or below 120% SMI for up to three months of childcare assistance payments (a subsidy of 100% the first month, 50% the second month, and 25% the 3rd month of the cost per child)\*Amendment 1\*.

Removing requirement to return to work, and break in employment thus allowing those essential workers to qualify for childcare subsidy.

Allowing employees that are family members to qualify for retention bonuses as long as they have the same qualifications as other workers.

Extending childcare subsidy from 3 months to 6 months.

Increasing the income limits from \$120% of SMI to 150% SMI for tier 1 with a 6-month subsidy of 100%, 100%, 75%, 75%, 50%, 25%.

Creating a tier 2 of up to 200% SMI with a 6-month subsidy of 50%, 50%, 50%, 25%, 25%, 25%.

Retroactive payments can be made to childcare facilities for families who have previously qualified.

**4. COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment; thus, this is considered a “no-cost” Contract Amendment.

<b>GRANTEE</b>	<b>CITY OF SPOKANE:</b>
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

<b>ATTEST:</b>	<b>APPROVED AS TO FORM:</b>
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Amendment: None



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/15/2024

**Clerk's File #**

OPR 2022-0870

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

ACCOUNTING

**Project #****Contact Name/Phone**

MICHELLE 625-6585

**Bid #****Contact E-Mail**

MMURRAY@SPOKAENCITY.ORG

**Requisition #**

N/A

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPONE

**Agenda Item Name**

5600 - INNOVIA ARPA CONTRACT DE-OBLIGATION

**Agenda Wording**

These de-obligated funds will then roll back to the unallocated ARPA Funds available to be redistributed to other City initiatives.

**Summary (Background)**

The grantee is allowed to carry forward 10% of the budgeted amount for that year to the next calendar year if unspent. This action is to adjust the contract for the funds that were not allowed to be carried forward resulting in a de-obligation of funds in the amount of \$ 104,899.31 for years 2022 and 2023 adjusting their overall award from \$5 million to not exceed \$ 4,895,100.69.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

Action to de-obligate \$104,899.31 of funding from OPR 2022-0870 and allow funds to be utilized for other City initiatives

**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

MURRAY, MICHELLE

**Division Director**

BOSTON, MATTHEW

**Accounting Manager**

BUSTOS, KIM

**Legal**

HARRINGTON,

**For the Mayor**

JONES, GARRETT

**Additional Approvals**

**ACCOUNTING -**

MURRAY, MICHELLE

**Distribution List**

kbustos@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a>
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Innovia ARPA Contract De-obligation
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>The City of Spokane entered into a contract with the Innovia Foundation on September 22, 2022 with the terms of compensation set forth in the allowable budget for each fiscal year. The grantee is allowed to carry forward 10% of the budgeted amount for that year to the next calendar year if unspent. This action is to adjust the contract for the funds that were not allowed to be carried forward resulting in a de-obligation of funds in the amount of \$ 104,899.31 for years 2022 and 2023 adjusting their overall award from \$5 million to not exceed \$ 4,895,100.69.</p> <p>These de-obligated funds will then roll back to the unallocated ARPA Funds available to be redistributed to other City initiatives.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u>              Current year cost: n/a              Subsequent year(s) cost: n/a</p> <p><b>Narrative:</b> <u>Action to de-obligate \$104,899.31 of funding from OPR 2022-0870 and allow funds to be utilized for other City initiatives.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A          Specify funding source: Grant          Is this funding source sustainable for future years, months, etc? Not applicable as this is a de-obligation of funding</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)          Increases unallocated ARPA funding</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
Per the compensation clause in OPR 2022-0870 this action brings the contract into alignment with an amount not to exceed \$4,895,100.69



**City of Spokane**  
**GRANT AGREEMENT AMENDMENT**  
Title: **EDUCATION DISPARITIES  
IMPLEMENTATION PLAN**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INNOVIA FOUNDATION**, whose address is 818 West Riverside Avenue, Suite 650, Spokane, Washington 99201, as ("Grantee"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into an Agreement wherein ARPA Grant monies were awarded to Grantee for the LaunchNW Program; and*

*WHEREAS, according to the terms of the amendment dated January 1, 2023, the City must document the carryover amount and amount to be returned, thus, the original Agreement needs to be formally amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, signed December 20 and 23, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

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

**3. AMENDMENT.**

The original Agreement is hereby amended as follows:

**Section 3:**

- a. **Compensation.** The City shall reimburse the Grantee according to the following schedule as full compensation for the services provided for under this Agreement. A 10% carry over per year is allowed for the first four years.

- b. The 10% cannot be stacked or compounded and it must be spent within the following 12 months.

Spent	\$128,143.03	2022
Spent	\$1,051,957.66	2023
Not to exceed	\$1,375,000.00	2024
Not to exceed	\$1,250,000.00	2025
Not to exceed	\$1,090,000.00	2026
	\$4,895,100.69	Total

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

**INNOVIA FOUNDATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/7/2024

**Clerk's File #** OPR 2022-0237

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept** WATER & HYDROELECTRIC SERVICES

**Project #**

**Contact Name/Phone** SETH 509-7428152

**Bid #**

**Contact E-Mail** SMCINTOSH@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type** Contract Item

**Council Sponsor(s)** BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name** DAM MONITORING SERVICE SUBSCRIPTION CONTRACT AMENDMENT &

**Agenda Wording**

Contract extension with Rezatec Global Inc. (Wilmington, DE) which is providing dam monitoring products and services. Contract started 03-31-2022 through 03-31-2027. \$55,000 extension. Total Cost \$105,000

**Summary (Background)**

The City has an existing contract with Rezatec (OPR 2022-0237) to provide monthly dam monitoring products and services, which include analysis of ground motion, ground moisture, and vegetation vigor satellite data. Upriver Dam staff rely on the products to support the City's surveillance efforts and license compliance reports to the Federal Energy Regulatory Commission. The existing contract ends March 31, 2024. This will be a new 3-year contract to allow a continuation of service without interruption. The period of performance will be April 1, 2024 through March 31, 2027.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 55,000

Current Year Cost \$ 55,000

Subsequent Year(s) Cost \$ 0

**Narrative**

Rezatec offered a 2-year renewal term for \$39,000.00, and there was a cost savings by selecting a 3-year renewal term instead.

**Amount**

**Budget Account**

Revenue \$ 55,000 # 4100 42460 34148 54201 99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

### **Approvals**

#### Dept Head

MCINTOSH, SETH

#### Division Director

FEIST, MARLENE

#### Accounting Manager

ALBIN-MOORE, ANGELA

#### Legal

SCHOEDEL, ELIZABETH

#### For the Mayor

JONES, GARRETT

### **Additional Approvals**

### **Distribution List**

Patrick Newton patrick.newton@rezatec.com

rrpenaluna@spokanecity.org

nrussell@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Water & Hydroelectric Services
<b>Contact Name</b>	Seth McIntosh
<b>Contact Email &amp; Phone</b>	<a href="mailto:smcintosh@spokanecity.org">smcintosh@spokanecity.org</a> 509-742-8154
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: N/A
<b>Agenda Item Name</b>	Dam Monitoring Service Subscription Contract Amendment & Extension
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City has an existing contract with Rezatec (OPR 2022-0237) to provide monthly dam monitoring products and services, which include analysis of ground motion, ground moisture, and vegetation vigor satellite data. Upriver Dam staff rely on the products to support the City's surveillance efforts and license compliance reports to the Federal Energy Regulatory Commission. The existing contract ends March 31, 2024. This will be a new 3-year contract to allow a continuation of service without interruption. The period of performance will be April 1, 2024 through March 31, 2027.</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$55,000.00</u> Current year cost: \$55,000.00 Subsequent year(s) cost: \$0.00	
<b>Narrative:</b> <u>Rezatec offered a 2-year renewal term for \$39,000.00, and there was a cost savings by selecting a 3-year renewal term instead.</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Water Upriver Contractual Services fund, budget code: 4100 42460 34148 54201 99999	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.): N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> N/A - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane.	
<ul style="list-style-type: none"> <li>• 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?</li> </ul> N/A – the proposal is for Upriver Dam operations and not a public-facing program or policy.	

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

The product outputs are reviewed monthly by Upriver Dam staff and annually with our regulator.

- 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 proposal involves highly precise measurement of structural movement and seepage trends that are important metrics in our Owner's Dam Safety Program.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal as the work is performed virtually.



**DAM MONITORING PRODUCTS & PLATFORM AGREEMENT BETWEEN  
REZATEC GLOBAL INC. AND CITY OF SPOKANE  
REFERENCE: Spokane001**

This Agreement is by and between Rezatec Global Inc., a Delaware corporation with its principal place of business at 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808 ("Rezatec") and City of Spokane a Washington State municipal corporation ("Customer"), with its principal place of business at 808, Spokane Falls Blvd. Spokane, WA 99201.

**TERMS AND CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION.**

1.1. The following terms shall have the meanings set forth below:

"ADR notice" has the meaning given to it in Section 25 (Dispute Resolution).

"Aggregated Data" means data and information related to Customer's use of the Services that is used by Rezatec in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Aggregated Data does not include (directly or by inference) any: (a) information identifying the Customer or any identifiable individual; or (b) Customer's Confidential Information.

"Agreement" means the agreement between Rezatec and Customer for access to and use of the Portal and the Data Products in accordance with the Order Form, which shall be incorporated in its entirety herein.

"Authorized User" means those employees, officers, agents and independent contractors of Customer (or its affiliates) who are authorized by Customer to use the Portal in accordance with the provisions of this Agreement and for whom access to the Portal has been purchased hereunder.

"Business Days" means any day other than a Saturday or a Sunday or holiday.

"Confidential Information" means all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by one party (the "disclosing party") to the other in connection with this Agreement including without limitation all confidential or proprietary information relating to the business or affairs, financial or trading position, assets, Intellectual Property Rights, know-how, designs, trade secrets, technical information, software, customers, clients, suppliers, employees, plans, operations, processes, products, intentions or market opportunities of the disclosing party or any member of its group and any other information that is identified by the disclosing party as being of a confidential or proprietary nature. Confidential Information also includes the Data Products provided by Rezatec to Customer under this Agreement.

"Data Products" means the exportable data, including tabulated data points to be provided to Customer, as specified in the Order Form, but does not include the algorithms or other proprietary intellectual property used to generate such exportable data.

"Effective Date" means the commencement date of the Service including any set-up or configuration time and is specified in Section 3 (Access to the Portal).

"Feedback" means any and all suggestions or recommended changes to the Portal or Data Products including new features or functionality relating thereto, or any comments, questions, suggestions, or the like provided by Customer or an Authorized User.

"Fees" means the fees set out in the Order Form or as may be amended in accordance with Section 17 (Fees and Payment) of this Agreement.

"Initial Term" means twenty-four (24) calendar months commencing on the Effective Date.

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in processed data, computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

"Normal Business Hours" means 9:00 a.m. to 5:30 p.m. Central Standard Time on Business Days.

"Order Form" means Rezatec's form for placing orders for Data Products that are agreed and signed on behalf of both Customer and Rezatec.

"Portal" means the Rezatec Geospatial Portal, and any software applications, computer

programs, and codes provided by Rezatec through which Customer may remotely access the Data Products.

"Renewal Term" has the meaning given to it in Section 15 (Term and Renewal).

"Service" means the combination of Data Products provided to Customer under this Agreement.

"Writing" shall include communication effected by email, fax or similar means.

1.2. Where there is a conflict between these terms and conditions, and any terms set out in an Order Form, the order of precedence is as follows: (1) the terms and conditions set out herein; and (2) any terms set out in an Order Form.

**2. THE DATA PRODUCTS.**

2.1. The Data Products to be provided under this Agreement are set out in the Order Form, attached hereto and incorporated into this Agreement by reference.

2.2. Provision of the Data Products is made strictly subject to payment by Customer (in accordance with Section 17 (Fees and Payment)) of the Fees set out in the Order Form.

**3. ACCESS TO THE PORTAL.**

3.1. The Effective Date of this Agreement is: March 31<sup>st</sup> 2022.

3.2. On receipt of cleared funds for the initial payment specified in the Order Form, Rezatec will deliver access details and passwords in line with the requested number in the Order Form for the purpose of allowing Authorized Users to use the Portal via a URL specified in the Order Form.

3.3. Customer shall contact Rezatec if there is any change in Customer personnel who are Authorized Users (including when Authorized Users cease to be employed or engaged by Customer) and Rezatec will on reasonable notice provide new Portal access details and passwords for new Customer personnel replacing existing personnel's access to the Portal.

3.4. Customer shall ensure that all Authorized Users are aware of and abide by the terms of this Agreement and all applicable requirements of Data Protection Laws, including their obligation to comply with any other user terms applicable to the Portal and notified to Customer. Customer shall only provide Authorized Users with access to the Portal via the access method provided by Rezatec and shall not provide access to anyone other than an Authorized User.

3.5. Customer shall be liable at all times to Rezatec for all acts and omissions of the Authorized Users and access to and use of the Portal directly or indirectly by or through the Customer systems or its or its Authorized Users' user logons, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Rezatec reserves the right to revoke or suspend Customer's access to the Portal as set forth in Section 5 or Section 8, in the event of any breach by Authorized Users of the terms of this Agreement.

**4. AVAILABILITY OF THE PORTAL.**

4.1. Rezatec shall use commercially reasonable endeavours to make the Portal available to Customer twenty-four (24) hours a day, seven days a week excluding:

- (i) scheduled maintenance which Rezatec shall use commercially reasonable endeavours to undertake between 22.00 – 23.59 Central Standard Time;
- (ii) emergency maintenance; or
- (iii) downtime caused in whole or part by an event outside Rezatec's reasonable control in which case Section 27 (Force Majeure) shall apply.

4.2. Rezatec will use reasonable endeavours to notify Customer in advance of scheduled maintenance but Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by an event outside Rezatec's reasonable control.

4.3. Customer acknowledges that Rezatec is entitled to modify the features and functionality of the Portal as part of its ongoing development of the Portal. Rezatec shall use reasonable endeavors to ensure that any such modification does not materially diminish the functionality and features of the Portal.

**5. USE OF DATA PRODUCTS AND PORTAL.**

5.1. In consideration of Customer's payment of the Fees in full when due in accordance with the terms of this Agreement and subject to the limitations and prohibitions set out in this Agreement, Rezatec hereby grants to Customer a non-exclusive right for the duration of this Agreement to allow Authorized Users to access the Data Products via the Portal.

5.2. Customer represents, warrants and agrees that the Portal and Data Products will be used only in accordance with the terms, conditions and limitations set out in this Agreement.

5.3. The right granted by Rezatec to Customer under this Section 5 is subject to the



following limitations and (without limitation) to Customer obligations set out in Section 6.1 below:

- (i) the Portal may only be accessed and used by the Authorized Users specified in the Order Form;
  - (ii) access is limited to the Data Products set out in the Order Form; and
  - (iii) Customer and its Authorized Users may, (a) download and print extracts of the Data Products as required in a manner consistent with reasonable internal business use purposes; and (b) may download (via the Portal) PDF copies of extracts of the Data Products for use for Customer's internal business purposes and send these copies to third parties or store such copies in Customer's systems.
- 5.4. Customer acknowledges and agrees that the Data Products are licensed and not sold and Customer receives no rights other than those specifically granted to Customer under this Agreement.
- 5.5. Rezatec reserves the right to monitor usage by all Authorized Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by Rezatec or a third party authorized by Rezatec. If any audit reveals that any access details or password have been provided to an individual that is not an Authorized User, Rezatec may, disable any such access details or passwords.
- 5.6. In the event of unauthorized use of the Portal by Customer or Authorized Users, Rezatec reserves the right to deny Customer or Authorized Users access to the Portal, including but not limited to by blocking, without prior notification, the IP addresses that Customer or Authorized Users used to access the Portal.
- 6. CUSTOMER OBLIGATIONS.**
- 6.1. Except to the extent such activities are expressly permitted under this Agreement, Customer shall not, and shall ensure all Authorized Users and Customer's employees, officers and representatives shall not, nor attempt to:
- (i) decompile the underlying software (or any part of it) that is used to provide the Portal;
  - (ii) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Portal;
  - (iii) remove proprietary or confidentiality notices on any Data Products or extracts of Data Products;
  - (iv) be permitted to frame or mirror any part of the Portal other than as expressly permitted by Rezatec in Writing;
  - (v) remove any product identification, trademarks, trade names, proprietary copyright, confidentiality or other notices placed on the Data Products and/or Portal;
  - (vi) copy, modify, duplicate, create derivative works from, translate, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Data Products or the Portal in any form or media or by any means;
  - (vii) disassemble, reverse engineer or otherwise reduce to human-perceivable form or otherwise attempt to derive or gain access to the source code of the Portal;
  - (viii) bypass or breach any security device or protection used by the Portal or access or use the Portal other than by an Authorized User through the use of his or her own then valid access credentials;
  - (ix) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Portal, or Rezatec's provision of services to any third party, in whole or in part;
  - (x) access or use the Portal in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other customer of Rezatec), or that violates any applicable law;
  - (xi) access all or any part of the Data Product or the Portal in order to build a product or service which competes with the Data Products, the Portal or any part of either of them, or for any other purpose that is to Rezatec's detriment or commercial disadvantage;
  - (xii) use the Data Products and/or the Portal to provide services to third parties;
  - (xiii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Data Products and/or the Portal available to any third party except the Authorized Users;
  - (xiv) attempt to obtain, or assist third parties in obtaining, access to the Data Products and/or the Portal; or
  - (xv) extract, re-utilize, use, exploit, redistribute, re-disseminate, copy or store the Data Products (or any part of them); or
  - (xvi) otherwise access or use the Services or the Portal beyond the scope of the authorization granted under this Agreement.
- 6.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Data Products and/or the Portal and, in the event of any such unauthorized access or use, promptly notify Rezatec.
- 6.3. Customer shall not, and shall ensure that the Authorized Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, Trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Portal or Rezatec's systems or otherwise disrupt the provision of the Portal.
- 6.4. The rights provided under this Agreement are granted to Customer and its Authorized Users only.
- 6.5. Customer has and will retain sole responsibility for: (i) all information,

instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Portal; and (ii) all access to and use of the Data Products by any person by or through Customer's systems or any other means controlled by Customer or any Authorized User, including any: (1) information, instructions, or materials provided by any of them to the Portal or Rezatec; (2) results obtained from any use of the Portal or Data Products; and (3) conclusions, decisions, or actions based on such use.

7. **SERVICES EXCLUDED.** This Agreement covers only the right to access and use the Data Products agreed in the Order Form. Customer agrees that Rezatec shall have no liability under this Agreement for the outcome of such additional services or data products even when provided directly to Customer by Rezatec and it is expressly agreed that any claims, demands or other remedies with respect to the performance of such additional services or data products shall be governed strictly outside of this Agreement.

**8. SUSPENSION OF ACCESS.**

- 8.1. Rezatec may suspend, terminate, or otherwise deny Portal set-up activities or access to all or any part of the Portal to Customer's, any Authorized User's, or any other person, without incurring any resulting obligation or liability, if:
- (i) Rezatec receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Rezatec to do so;
  - (ii) Rezatec suspects in its good faith and reasonable discretion, that: (1) Customer or any Authorized User has failed to comply with any material term of this Agreement (including any payment obligation or any failure to fully fund invoices immediately upon notice of a deficiency), or accessed or used the Portal beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Service, (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Portal, (3) this Agreement expires or is terminated, or (4) suspension is necessary to protect damage or risk to, or degradation of, the integrity, functionality, or ability of other members to use, the Portal; or
  - (iii) Customer fails to pay any sums due to Rezatec by the due date for payment as specified in the Order Form.
- 8.2. Rezatec will notify Customer or the affected Authorized Users as soon as possible after suspending access to the Portal.
- 8.3. Where the reason for the suspension is suspected misuse of the Portal or breach of this Agreement, without prejudice to its rights under Section 16 (Termination), Rezatec will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If Rezatec considers it appropriate to permanently suspend access to all Authorized Users, it will notify Customer in Writing and this Agreement will terminate immediately on service of such notice.
- 8.4. In relation to suspensions under Section 8.1(iii) access to Portal will be restored promptly after Rezatec receives payment in full and cleared funds.
- 8.5. The Fees shall remain payable during any period of suspension notwithstanding that Customer or some of the Authorized Users may not have access to the Portal. This Section 8 does not limit any of Rezatec's other rights or remedies, whether at law, in equity, or under this Agreement.

**9. OWNERSHIP.**

- 9.1. Customer acknowledges that the information within and relating to the Data Products (including Aggregated Data) and/or the Portal is Confidential Information of Rezatec and contains trade secrets and proprietary data belonging to Rezatec and that the presence of copyright notices on any medium containing information supplied by Rezatec does not constitute publication or otherwise impair the confidential nature thereof.
- 9.2. Customer shall implement all reasonable measures necessary to safeguard Rezatec's ownership of, and the confidentiality of the Data Products and the Portal, including without limitation: (i) allowing its employees, agents and third parties access to the Data Products and the Portal only to the extent specifically permitted by this Agreement and to require, as a condition to such access, that such persons comply with the provisions of this Section 9; and (ii) cooperating with Rezatec in the enforcement of such compliance by its employees, agents and third parties.
- 9.3. Customer acknowledges and agrees that the skills, know-how and methodologies utilized by Rezatec together with the Data Products and Portal and its associated code and means of delivery, including all Intellectual Property Rights therein constitute valuable trade secrets and Confidential Information of Rezatec and Customer acknowledges and agrees that all Intellectual Property Rights shall remain the sole property of Rezatec (and/or the relevant Rezatec third party licensor). Customer shall gain no right, title or interest in the Data Products, the Portal, the skills, know-how and methodologies by virtue of this Agreement other than the non-exclusive limited, conditional, right of access granted in this Agreement, in each case subject to Section 6.1. All other rights in and to the Portal and Data Products are expressly reserved by Rezatec. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Rezatec an assignment of all right, title, and interest in and to the Aggregated Data, including all Intellectual Property Rights relating thereto.
- 9.4. Without limiting the foregoing, Customer acknowledges and agrees further that all Intellectual Property Rights in any general improvements or changes to the Data





Products, as well as Feedback suggested by Customer which relate to the Data Products and the Portal shall at all times vest in Rezatec and Customer shall take all necessary actions to ensure all such rights are so assigned to and remain with Rezatec. Customer hereby assigns to Rezatec on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in such Feedback and all Intellectual Property Rights contained therein. Rezatec is free to use, without attribution or compensation to any part, any and all Intellectual Property Rights contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, Rezatec is under no obligation to make use of any Feedback.

- 9.5. Customer shall take, at Rezatec's option and cost (except where Customer is at fault or where this arises as a result of a breach of this Section 9 or Section 14 (Confidentiality) by Customer) and under Rezatec control and discretion, any legal action necessary whether in the name of Customer or of Rezatec to prevent or stop the unauthorized use of such trade secrets and Confidential Information of Rezatec by any third party or entity who or which has accessed the whole or any part of any trade secrets or Confidential Information.

#### 10. INDEMNITY.

- 10.1. Subject to the remaining provisions of this Section, Rezatec shall defend Customer against any claim that the Rezatec Portal or any Data Products infringes any United States of America patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify Customer for any reasonable legal costs incurred by, and amounts awarded against Customer in judgment or settlement of such claims, provided that:

- (i) Rezatec is given prompt written notice of any such claim specifying the claim in reasonable detail;
- (ii) Customer provides reasonable assistance and co-operation to Rezatec in the defense and settlement of such claim, at Rezatec's expense;
- (iii) Customer shall not make any admission of liability, agreement or compromise in relation to the claim without the prior consent of Rezatec in Writing;
- (iv) Customer shall give Rezatec and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Customer, so as to enable Rezatec and its professional advisers to examine them and to take copies (at Rezatec's expense) for the purpose of assessing the claim;
- (v) Rezatec is given sole authority to conduct, and to make decisions in relation to, the defense and/or negotiation and settlement of the claim; and
- (vi) Customer will be entitled to participate in the defense of a claim and to employ legal representation at its own expense.

- 10.2. In the defense or settlement of any claim, Rezatec may at its option and expense:

- (i) procure the right for Customer to continue using the Data Products, materially as contemplated by this Agreement;
- (ii) replace or modify the Data Products so that they become (as so modified or replaced) non-infringing; or, if such remedies are not reasonably available,
- (iii) terminate this Agreement on five (5) Business Days' notice to Customer without any additional liability or obligation to pay liquidated damages or other additional costs to Customer.

- 10.3. In no event shall Rezatec, its employees, agents and sub-contractors have any obligation to indemnify, or have any other liability to, Customer and its Authorized Users under this Agreement to the extent that the alleged infringement is based on:

- (i) Customer's failure to abide by the terms of this Agreement;
- (ii) Customer's use of any third-party services alone or in combination with the Portal;
- (iii) any alteration, configuration, customisation or modification of the Data Products and/or Portal not performed by Rezatec, regardless whether the alteration, configuration, customisation or modification was performed using Rezatec tools, methods documented by Rezatec, or training provided by Rezatec or Rezatec sub-contractors or agents;
- (iv) Customer's use of the Data Products and/or Portal in a manner contrary to the terms of this Agreement or to the instructions or advice given to Customer by Rezatec;
- (v) Customer's use of the Data Products and/or Portal after notice of the alleged or actual infringement from Rezatec or any appropriate authority;
- (vi) Rezatec's use of any materials provided by Customer or, Rezatec's compliance with any Customer request or instruction.

- 10.4. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND REZATEC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PORTAL OR DATA PRODUCTS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

- 10.5. Customer shall indemnify Rezatec against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Rezatec arising out of or in connection with (i) any failure of Customer to comply with the terms of data protection as set forth in Section 13; (ii) any violation of right of privacy or the right of publicity, by Customer; (iii)

Rezatec's use of materials provided by the Customer or in compliance with any Customer request or instruction; or (iv) any material breach of any representation, warranty, agreement, or obligation made by Customer in this Agreement.

- 10.6. Nothing in this Section 10 shall restrict or limit Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity given by Rezatec in this Section 10.

#### 11. DISCLAIMER OF WARRANTIES.

- 11.1. All warranties, conditions, representations and guarantees, whether express or implied, arising by statute, law, custom, oral or written statements of Rezatec, Rezatec's partner(s) or otherwise (including, but not limited to, any warranty or condition as to merchantability, satisfactory quality or fitness for particular purpose or of error-free and uninterrupted use of the Portal) are, to the fullest extent permitted by applicable law, hereby superseded, excluded and disclaimed.

- 11.2. Without limiting the generality of the foregoing, the Data Products are provided to Customer on an "as is" basis and Rezatec does not warrant that Customer's use of the Data Products or the Portal will be uninterrupted or error-free, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code; or that the Portal, Data Products and any related documentation and/or the information obtained by Customer through the Portal will meet Customer's requirements. Customer is solely responsible for the use it makes of the Data Products, reliance it places on such Data Products and any judgments it makes irrespective of such Data Products.

- 11.3. Rezatec makes no warranty that the Portal will contain computer programs with characteristics or specifications desired or required by Customer or that access to the Data Products under this Agreement will be continuous and uninterrupted. Furthermore, Rezatec shall not be responsible for: any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

#### 12. LIMITATION OF LIABILITY.

- 12.1. In no event shall Rezatec be liable to Customer for any: (a) loss of profits or loss of revenue; (b) loss of production, use, business, revenue, or profit or diminution in value or loss of contracts; (c) loss of goodwill or reputation; (d) third party claims; (e) loss, damage, corruption, or recovery of data, interruption in the use or availability of data, or breach of data or system security; or (f) consequential, incidental, indirect, special, exemplary, or punitive loss, in each case whether incurred directly or indirectly by Customer under any legal or equitable theory, including arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort, through indemnification or otherwise.

- 12.2. Except in relation to the indemnity contained in Section 10 (Indemnity), the maximum aggregate liability of Rezatec whether arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort or otherwise shall not in any circumstances exceed the Fees paid or payable by Customer to Rezatec during the twelve (12) months immediately preceding the date on which the claim arose. The foregoing limitations apply even if any remedy fails of its essential purpose.

#### 13. DATA PROTECTION.

- 13.1. Customer will comply with all applicable requirements of applicable data protection laws, to the extent allowed under Washington state law

#### 14. CONFIDENTIALITY.

- 14.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (i) is or becomes publicly known other than through any act or omission of the receiving party;
- (ii) was in the other party's lawful possession before the disclosure;
- (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

- 14.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party other than its employees, directors, affiliates', auditors or legal counsel or use the other party's Confidential Information for any purpose other than the implementation of this Agreement.

- 14.3. Each party may disclose the other party's Confidential Information in strict accordance with Washington state law..

- 14.4.

15. **TERM AND RENEWAL.** This Agreement shall, unless otherwise terminated as provided in Section 16 (Termination), commence on the Effective Date and shall continue for the Initial Term. It shall then renew for successive twenty-four (24) month periods (each such renewal period a "Renewal Term") subject to completion



and execution of a new Order Form for the Renewal Term by both parties. However, this Agreement may be terminated by either party at the end of the Initial Term or a Renewal Term provided that the terminating party provides notice of termination to the other party in Writing no less than sixty (60) days' prior to the end of the applicable Term.

#### 16. TERMINATION.

- 16.1. Without prejudice to Rezatec's right to terminate this Agreement pursuant to clause 8.3, each party may terminate this Agreement at any time by giving notice in Writing to the other party if that other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in Writing of the breach.
- 16.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may immediately terminate this Agreement, without liability to the other, in the event that an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or the other party ceases, or threatens to cease, to trade or conduct business in the normal course; is deemed unable to pay its debts; makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; a receiver is appointed of any of the other party's assets, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or avails itself of or becomes subject to any similar or analogous action or judicial or administrative proceeding in any jurisdiction in consequence of debt.
- 16.3. Upon termination of this Agreement for any reason: (i) all of Customer's rights and license to use the Data Products and the Portal will immediately terminate; (ii) Customer shall cease all activities authorized by this Agreement; and (iii) Customer shall immediately pay to Rezatec any sums due to Rezatec under this Agreement.
- 16.4. The parties acknowledge that Customer may, prior to the termination of this Agreement, extract the Data Products and store the Data Products following termination of this Agreement, solely and strictly for Customer's own internal business continuity purposes.
- 16.5. The termination of this Agreement for any reason shall not extinguish or diminish Customer's obligation under Section 9 (Ownership) to maintain the confidentiality of the Portal and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including without limitation the following Sections: 1 (Definitions), 9 (Ownership), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 14 (Confidentiality), 16 (Termination), 20 (Governing Law and Jurisdiction), 21 (Severance), 22 (Amendment), 24 (Third Party Rights), 25 (Dispute Resolution), 26 (Notices) and 29 (Entire Agreement).

#### 17. FEES and PAYMENT.

- 17.1. Rezatec shall invoice Customer in advance for the Fees in respect of the Initial Term. No download or modelling functionality for use of the Data Products specified in the Order Form will be made available without receipt of payment in full by Rezatec from Customer of the Fees for the Initial Term.
- 17.2. In respect of any Renewal Term, Rezatec shall invoice Customer annually in advance for each Renewal Term in line with the Fees specified in the Renewal Term Order Form.
- 17.3. Customer shall pay Rezatec's invoices at net thirty (30) days.
- 17.4. All Fees are stated exclusive of Sales Tax which shall be payable by Customer in full at the prevailing rate.
- 17.5. All amounts due under this Agreement shall be paid by Customer to Rezatec in full without any set-off, counterclaim, deduction or withholding.
- 17.6. Without prejudice to its other rights and remedies, if Customer fails to pay any amounts to Rezatec when due:
- Rezatec may suspend access to the Data Products and the Portal without liability to Customer.

18. **SUBCONTRACTORS.** Subject to Section 1.1, Customer acknowledges and agrees that Rezatec shall be authorized to sub-contract all or part of the provision of the Portal, provided that Rezatec shall require that any sub-contractor appointed under this Section complies with the terms of this Agreement and provides any sub-contracted services in accordance with the terms of this Agreement.

19. **ASSIGNMENT.** This Agreement is personal to Customer and neither this Agreement nor any of Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party, or to a parent, subsidiary or affiliate as part of any internal reorganization provided such party assumes in Writing the terms and conditions of this Agreement (and all rights and obligations under it).

20. **GOVERNING LAW AND JURISDICTION.** This Agreement and any dispute

or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Section 25 (Dispute Resolution), each party irrevocably agrees that the courts of the State of Washington shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties agree that no provision of the Uniform Computer Information Transactions Act ("UCITA") is intended to apply to the interpretation of this Agreement, whether or not UCITA has been enacted in the applicable jurisdiction.

21. **SEVERANCE.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22. **AMENDMENT.** No amendment of or modification to or rescission, termination, or discharge of this Agreement shall be effective unless in Writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by the parties (or their authorized representatives).

23. **WAIVER.** A waiver of any right or remedy under this Agreement or by law is only effective if given in Writing and shall not be deemed a waiver of any subsequent breach or default.

24. **THIRD PARTY RIGHTS.** A person who is not a party to this Agreement shall have no right to enforce any of its terms.

25. **DISPUTE RESOLUTION.** If any dispute arises in connection with this Agreement, the parties will first attempt to settle it by mediation. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The parties shall share equally the costs of any mediation pursuant to this Section.

#### 26. NOTICES.

- 26.1. Any notice given under or in connection with this Agreement shall be in Writing and sent to a party's address, fax number or email address as set out in the relevant section of the Order Form (or as notified in Writing from time to time). Notices shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the other party, or sent by fax or by email.
- 26.2. A notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address (or if delivery is not in Normal Business Hours, at 9 a.m. on the first Business Day following delivery), if sent by pre-paid first-class post or other next working day delivery, at 9 a.m. on the second Business Day after posting, or, if sent by fax or email, on the next Business Day after transmission.
- 26.3. This Section 26 does not apply to notices giving in legal proceedings.

27. **EQUITABLE RELIEF.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 15 or, in the case of Customer, Section 3, Section 7, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

28. **FORCE MAJEURE.** Rezatec shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or incidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (other than involving the workforce of Rezatec), failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Customer is notified of such an event and its expected duration.

29. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties and supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any statement, representation, assurance or



warranty (whether made innocently or negligently) that is not expressly set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement

30. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile,

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date first written above.

For and DocuSigned by: Rezatec Global Inc.

Patrick Newton

By 56E5ACEEBEAD4AB... Name P. Newton

Position Chief Executive Officer Date: 3/28/2022

For and DocuSigned by: City of Spokane

Marlene Feist

Marlene Feist

By F6AF2FF2F24E415... Name

Position Public Works Director Date 3/28/2022

Approved as to form:

Attest:

DocuSigned by:

Timothy Szambelan

400F5E434240443...

Assistant City Attorney

DocuSigned by:

Leri K. Hester

CC56CBA4DCC84D6...

City Clerk

DS





**REZATEC DATA PRODUCTS RENEWAL ORDER FORM**

This Rezatec Data Products Order Form (the "Order Form") is governed by the Rezatec Data Products and Portal Agreement Reference SPOKANE001 ("Agreement") between Rezatec Global Inc., ("Rezatec") and City of Spokane Water Department ("Customer") effective on the Effective Date specified in such Agreement.

This Renewal Order Form shall commence upon the Renewal Effective Date specified in this Order Form and confirms the Area of Interest for which Data Products are ordered as well as the payment terms and the renewal term of the Agreement (the "Renewal Term"). All capitalized terms not defined in this Renewal Order Form shall have the meaning given to them in the Agreement. Appendix A specifies the Area of Interest for which Data Products are ordered. Appendix B specifies the data inputs required from the Customer to enable delivery of the Data Products ordered.

**ORDER DETAILS:**

<b>Customer Name:</b>	City of Spokane Water Department	<b>Billing Terms:</b>	
<b>Customer Address:</b>	914 E North Foothills Dr Spokane Washington 99207 United States	<b>Renewal Effective Date:</b>	The Renewal Effective Date is 28 <sup>th</sup> March 2024
		<b>Renewal Term:</b>	A period of 36 months from 28 <sup>th</sup> March 2024
		<b>Payment Frequency:</b>	One time. Invoiced 30 days before the start of the Renewal Term.
		<b>Payment Method:</b>	Electronic Funds Transfer only
<b>Customer Contact:</b>	Jeanne Finger and Seth McIntosh	<b>Payment Terms:</b>	Net 30 days from invoice date
<b>Phone:</b>	509-625-7804		
<b>Email:</b>	<a href="mailto:jfinger@spokanecity.org">jfinger@spokanecity.org</a> <a href="mailto:smcintosh@spokanecity.org">smcintosh@spokanecity.org</a>	<b>Customer Accounts Payable Contact:</b>	Derek Daniels (Senior Accountant)
		<b>Email:</b>	<a href="mailto:ddaniels@spokanecity.org">ddaniels@spokanecity.org</a>
		<b>Phone:</b>	Tbc

**NOTICE DETAILS:**

<b>Customer: City of Spokane Water Department</b>		<b>Rezatec: Treasurer</b>	
<b>Address:</b>	914 E North Foothills Dr Spokane Washington 99207 United States	<b>Address:</b>	251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA.
<b>Email:</b>	<a href="mailto:jfinger@spokanecity.org">jfinger@spokanecity.org</a> <a href="mailto:smcintosh@spokanecity.org">smcintosh@spokanecity.org</a>	<b>Email:</b>	<a href="mailto:legal@rezatec.com">legal@rezatec.com</a>



**DATA PRODUCTS SUBSCRIPTION: – Data Products specifications:**

Data Product	Description	Area of Interest	Price Ex-Sales Tax
<b>Dam Monitoring:</b> Ground Motion and Seepage analysis	Thirty six (36) Monthly updates to ground movement and seepage analysis across the specified Area of Interest.	See Appendix A	\$55,000.00
<b>Total Price</b>			<b>\$55,000.00</b>

**PORTAL SUBSCRIPTION TERMS – ACCESS TO PORTAL, DATA PRODUCTS AND AUTHORISED USERS**
**Access to the Portal**

Portal URL	<a href="https://platform.rezatec.com/signin">https://platform.rezatec.com/signin</a>
------------	---

**Authorised Users (insert rows as required):**

User name	User role/team	Email address:	Data Products Access
Jeanne Finger	Head of Dam Safety	<a href="mailto:jfinger@spokanecity.org">jfinger@spokanecity.org</a>	Dam Monitoring
Seth McIntosh	Water System & Hydroelectric Plant Manager	<a href="mailto:smcintosh@spokanecity.org">smcintosh@spokanecity.org</a>	Dam Monitoring

**DATA PROTECTION**

<b>Scope of the processing:</b>	Provision of the Data Products and Portal	<b>Nature of the processing:</b>	For example, storing, collecting, recording, adapting, etc
<b>Purpose of the processing:</b>	Provision of the Data products and Portal to the Customer	<b>Duration of the processing:</b>	For example, duration of this Agreement
<b>Types of personal data:</b>	Names, email addresses, etc	<b>Categories of data subject:</b>	For example, Authorised Users of the Portal



**ADDITIONAL TERMS:**

1. This Order Form does not form a contract between Rezatec and the Customer until it has been signed on behalf of both Rezatec and the Customer (at which point a contract is formed). The Customer acknowledges and agrees that by signing this Order Form, it is accepting and agreeing to:
  - the content of this Order Form;the terms and conditions of the Data Products and Portal Agreement Reference SPOKANE001
  - agreed between Rezatec and the Customer;all of which are made a part of this Order Form by reference as if fully stated within it.
2. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is an Order Form not an invoice.
3. Notwithstanding anything to the contrary, any terms and conditions in any purchase order or similar documents issued by Customer shall not apply.
4. The terms of this Renewal Order Form are based on the completion and return to Rezatec of this Renewal Order Form on or before **28<sup>th</sup> March 2024**.

The individuals signing below represent that they have the authority to execute this Order Form on behalf of Customer or Rezatec:

**REZATEC GLOBAL, INC.:**

**CITY OF SPOKANE WATER DEPARTMENT:**

Signature:

Signature:

.....

.....

Print name:

Print name:

.....

.....

Title

Title

.....

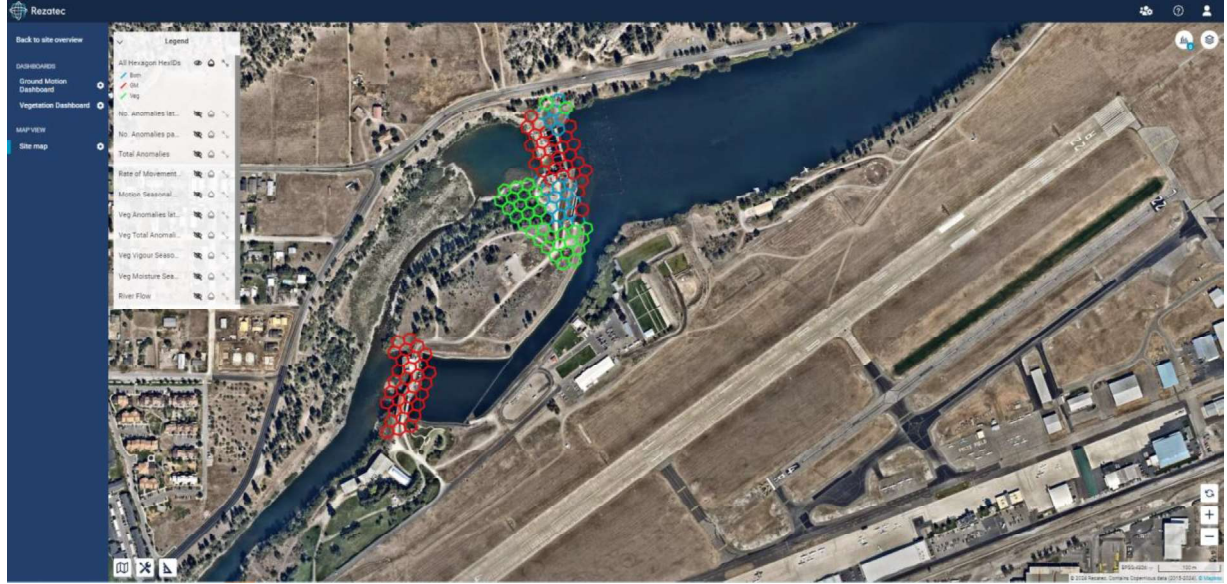
.....

Date

Date

## Appendix A

### Area of Interest



# 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:** 1/29/24      **Type of expenditure:** Contractual Services    Goods     Services   
**Department:** Water & Hydroelectric Services  
**Approving Supervisor:** Seth McIntosh

**Amount of Proposed Expenditure:** \$55,000.00  
 Is this against a master agreement? If yes, please provide the number: N/A

**Funding Source** 4100 42460 34148 54201 99999

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

**Why is this expenditure necessary now?**

The existing contract ends March 31, 2024 and the proposed amendment begins April 1, 2024.

**What are the impacts if expenses are deferred?**

Loss of access to the dam monitoring platform, which is used monthly or more frequently by Upriver +

**What alternative resources have been considered?**

Visual inspections and deformation surveys by Water Department staff.

**Description of the goods or service and any additional information?**

The vendor provides a level of measurement precision and frequency that is not achievable with Dep. +

**Person Submitting Form/Contact:**

<b>Division Director:</b>	<b>CFO Signature:</b>	<b>City Administrator Signature:</b>
_____	_____	_____

**Additional Comments:**  
 Contract Amendment and vendor's renewal order form is included.  
 Existing contract number is OPR 2022-0237.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/7/2024

**Clerk's File #**

OPR 2023-0426

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Project #****Contact Name/Phone**

SETH 509-742-8152

**Bid #****Contact E-Mail**

SMCINTOSH@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4100 FERC 9TH PART 12D CONTRACT AMENDMENT &amp; EXTENSION

**Agenda Wording**

Contract Extension GeoEngineers (Spokane WA) Comprehensive Assessment to address deficiencies. 02-01-2024 through 06-30-2025. Cost \$1,568,000 (Including Tax). Total cost \$1,686,374.00 (Including Tax)

**Summary (Background)**

The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services with an option to renew based upon approval of pre-project deliverables by the Federal Energy Regulatory Commission (FERC). This contract will include the regulatory 9th Part 12D Comprehensive Assessment, associated hydrologic, geotechnical, and structural analyses to address deficiencies identified with the 8th Part 12D Independent Consultant Safety Inspection Report.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 1,568,000.00

Current Year Cost \$ 1,568,000.00

Subsequent Year(s) Cost \$ 0

**Narrative**

From 2024 Water CIP

**Amount****Budget Account**

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



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Water & Hydroelectric Services
<b>Contact Name</b>	Seth McIntosh
<b>Contact Email &amp; Phone</b>	<a href="mailto:smcintosh@spokanecity.org">smcintosh@spokanecity.org</a> 509-742-8154
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: N/A
<b>Agenda Item Name</b>	FERC 9 <sup>th</sup> Part 12D Contract Amendment & Extension
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services with an option to renew based upon approval of pre-project deliverables by the Federal Energy Regulatory Commission (FERC). This contract will include the regulatory 9<sup>th</sup> Part 12D Comprehensive Assessment, associated hydrologic, geotechnical, and structural analyses to address deficiencies identified with the 8<sup>th</sup> Part 12D Independent Consultant Safety Inspection Report, and an audit of the Owner’s Dam Safety Program. The period of performance will be February 1, 2024 through June 30, 2025. The City may extend the contract as needed to address comments from the FERC.</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,568,000.00</u> Current year cost: \$1,568,000.00	
<b>Narrative:</b> From 2024 Water CIP	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.): N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> N/A - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane and help maintain affordable water rates.	
<ul style="list-style-type: none"> <li>• 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?</li> </ul> N/A – the proposal is for Upriver Dam operations and not a public-facing program or policy.	

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

The FERC has approved the Independent Consultant team. The work products and deliverables will be reviewed and approved by Upriver Dam staff and the FERC.

- 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 proposal fulfills part of the City's license compliance requirements with the FERC and aligns with the City's Capital Improvement Program.

---

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal.





**CITY OF SPOKANE**

**CONTRACT AMENDMENT / EXTENSION #2**

Title: **Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase 1**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide the Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase I for the City; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 2, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on February 1, 2024, and shall end June 30, 2025.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is expanded to include Phase 2 of the Project in accordance with Consultant’s Proposal dated January 23, 2024, attached as Exhibit A; along with the following amendments:

**4. COMPENSATION.**

The Compensation section in the original Contract is removed and replaced as follows: The City shall pay an additional amount not to exceed **ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,568,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension,

and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

Work will be compensated on a lump sum, monthly percentage of tasks completed based on the fee schedule shown on pages 16-17 of the Consultant's Proposal dated January 23, 2024. Invoices will include physical percent complete at the sub-task level. Labor detail, expenses detail, and receipts are not required.

**6. REIMBURSABLES**

The Reimbursable section in the original Contract is removed and replaced as follows: All travel and other direct expenses are included within the costs of the tasks outlined in the fee schedule on pages 16-17 of the Consultant's Proposal dated January 23, 2024.

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

**GEOENGINEERS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Exhibit A - GeoEngineers, Inc. Proposal dated January 23, 2024

24-023

## EXHIBIT A

January 23, 2023

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

Attention: Jeanne Finger

Subject: Proposed Scope and Fee  
Phase II Services  
Pre-Inspection Analyses, Part 12D Comprehensive Assessment, and ODSP Audit  
City of Spokane  
Upriver Dam  
Spokane, Washington  
File No. 0110-081-11

## **INTRODUCTION AND PROJECT UNDERSTANDING**

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This proposed scope and fee is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, preliminary review of documents provided by the City and communication with City personnel following the award of the project.

GeoEngineers has teamed with Black & Veatch as a subconsultant to provide a complete team with the depth of experience, bench of independent consultants (ICs), and technical knowledge commensurate with the requirements of the Upriver Dam's 9th Part 12D Inspection.

The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide, concrete, gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure walls.

The Federal Energy Regulatory Commission (FERC) required that the City complete a Comprehensive Assessment (CA) in accordance with the updated Chapter 16 of the Engineering Guidelines for Part 12D inspections. Additionally, an Owner's Dam Safety Program (ODSP) audit will be completed concurrently with the inspection by an independent team. The project has been organized by the City into three Phases. Phase I includes the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, ODSP and pre-inspection analyses. The purpose of Phase I



is to organize and plan for the work to be completed in Phase II. Phase I is currently under contract and in progress.

Phase II will consist of executing the plan developed and approved during Phase I culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phase III will include the follow-up investigations, evaluations, and resolution of comments/recommendations provided by FERC on the Phase II reports.

This proposal details the scope and fee of the Phase II services anticipated to fulfill the FERC requirements of the CA and ODSP Audit.

## **SCOPE OF SERVICES**

Our scope of services is based on our review of available information from our Phase I scope of work and discussions with the City. We have organized the Phase II services into the following tasks based on the purpose of each task.

### **Task 1. Pre-Inspection Analysis**

The purpose of this task is to complete the known analyses needed prior to the Part 12D Inspection to provide the IC and the team with the best available information to support their decisions during the CA.

#### **Subtask 1.1. Scour Analysis (and Contingency Subtask 1.1.1.)**

Prior to performing a scour analysis of the Upriver Dam spillway foundation, the team will review the existing information available for the foundation conditions to determine if sufficient information exists to conduct the analysis and evaluate whether or not the analysis is needed for the CA. This scope of work assumes that sufficient data exists to perform the scour analysis. If a scour analysis is not anticipated to be necessary for the effective completion of the CA, this task will be completed with a brief memorandum summarizing the available information and justification for omitting the scour analysis.

If there is sufficient available information and the IC determines that a detailed scour analysis would be required or benefit the CA, we will request that the City activate Contingency Subtask 1.1.1 as a change order for the scope defined below and lump sum fee in the fee summary.

#### **Contingency Subtask 1.1.1. CFD Modeled Scour Analysis**

If deemed necessary, a scour analysis of the Upriver Dam spillway foundation will be carried out for a range of spillway outflows including the maximum historical flow at the peak outflow during the maximum probable flow (PMF). The team will conduct the scour analysis using (i) a refined three-dimensional computational fluid dynamics model of the spillway system in conjunction with (ii) a power stream vs. erodibility index analysis of the soils and bedrock at and in the vicinity of the spillway foundation. The Computational Fluid Dynamics (CFD) model will be used to estimate bed shear stresses and erosion rates at and around the spillway foundation for relevant flow discharge conditions (e.g. maximum historical flow and PMF). The stream power analysis provides a measure of the available energy of the water to move or erode soils and rock. The erodibility index,  $K_h$ , provides an indication of the ability of rock to resist erosion and will be based on the procedure detailed in United States Bureau of Reclamation (USBR) Best Practices in Dam and Levee Safety Risk Analysis, 2019. This procedure relates the stream power of the flow to the erodibility index of the rock/soil based on field data.



**Assumptions:**

1. Detailed geometry of the spillway is available to support the scour analysis.
2. The existing PMF analysis or results will be provided.
3. For hydraulic variables, it is assumed that relevant parameters such as flow discharge, depth, and velocity are available based upon an existing flow rating curve (reservoir stage vs flow discharge). The hydraulic analysis will rely on a desktop analysis based on equations to estimate the relevant hydraulic parameters required for conducting the power stream erodibility index calculations. The results of the scour analysis will be compared to the results from an April 2016 study of the stilling basin, provided by the City.
4. For the spillway foundation, soils and bedrock, it is assumed that the following information is available:
  - a. Field study data to characterize soil and bedrock in the areas of interest (i.e., at and in the vicinity of the spillway foundation). If not available, a field survey study will need to be commissioned prior to performing the scour analysis. This field study is not included in the scope.
5. Erodibility index will be based on USBR Best Practices in Dam Safety and Levee Safety Risk Analysis, Chapter D1, Erosion of Soil and Rock, 2019.
6. The CFD model will be used to estimate hydraulic parameters relevant to the scour analysis, using the following modeling settings:
  - a. Turbulence model: combination of RNG k-epsilon and LES models.
  - b. Mesh sensitivity analysis.

**Deliverables:**

1. Scour Analysis Results Technical Memorandum including supporting calculation package, Draft and Final.

**Subtask 1.2. Structural Analyses**

Structural analyses are required to address recommendations from the Eighth Independent Consultant Safety Inspection Report, and a comment from FERC received by the City on January 9, 2023. This task will be led by Black & Veatch. The proposed analyses will be completed in compliance with Chapter 3 – Gravity Dams of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. Section 1.1.1. of the Eighth Independent Consultant Safety Inspection Report states that: “For the current 8th CSIR, the 7th Part 12D Independent Consultant recommended that a dynamic analysis be performed on the dam as the results will have impacts on the seismic PFMs”. As such, Linear Modal Response Spectrum Analysis is selected to be performed on structural models, in accordance with Section 12.9 of ASCE 7-22. Three analyses are planned as part of this effort:

**Subtask 1.2.1. Spillway Failure Due to Sliding Instability Along the Base During Seismic Event**

This analysis will address the Category II Potential Failure Mode (PFM) S-7, per the Eighth Independent Consultant Safety Inspection Report. The objective of this task is to perform stability analysis of the spillway subject to load combination conditions incorporating site-specific response spectra to be developed by GeoEngineers representing the earthquake loading. For this condition, the following load conditions will be assumed:

1. The reservoir is at normal operating level, Elevation (EL) 1,927 feet;
2. The tailwater is at the critical level for instability, EL 1,895 feet;
3. All gates are in the closed position;
4. Hydrodynamic load on the spillway per Westergaard's formula;
5. One, two, or three-components site-specific response spectra corresponding to the MCE; and
6. Full uplift pressure develops along the base of the spillway per PFM S-7.

Assumption number 6 above is generally understood to be conservative. Section 3-4.5.3 on Cracking Induced by Dynamic Loading of Chapter 3 Gravity Dams of FERC Engineering Guidelines (FERC 2016) states that: cracked base analyses are not typically performed for dynamic loadings because of the computational difficulty involved. The conventional gravity analysis procedure is not appropriate for dynamic loading because it ignores the dynamic response of the structural system. Standard dynamic finite element techniques are not appropriate because they are based on an assumption of material linearity and structural continuity.

A three-dimensional model will be developed for the spillway using RISA-3D Structural Software. The model will be composed of plain-strain plate elements to represent the Upriver Dam structure including the ogee-shaped spillway, the 6-foot-thick downstream primary apron, the nine spillway piers A through I, the eight radial gates within bays 1 through 8, and the reinforced concrete machinery deck. The self-weight of the spillway will be auto-calculated by RISA-3D. The self-weights of the radial gate electric motors, and baffle blocks on the primary apron will be applied as concentrated dead loads at their respective locations to include their effect on the dynamic characteristics of the spillway as well as the analysis results. The upstream hydrostatic pressures above EL 1,895 feet will be applied on the upstream face of the plate elements. The site-specific response spectrum to be developed by GeoEngineers will be imported into RISA-3D Library and used for earthquake loading. Boundary conditions will be represented by hinged supports at the interface between the spillway base and the rock foundation to evaluate the sliding factor of safety that would be equal to the ratio of the resulting total horizontal force and the total vertical force.

The Upriver Dam is considered "High" Hazard by FERC based on dam break studies indicating significant flooding damage downstream and probable loss of life. Section 3-5.2.3 of Chapter 3 on Gravity Dams of FERC Engineering Guidelines (FERC 2016) recommended a minimum sliding stability safety factor of 1.3 for post-earthquake analysis.

#### **Subtask 1.2.2. Failure of Spillway Piers in Cross-Canyon Direction Due to Seismic Event**

This is Category III PFM S-5 per the Eighth Independent Consultant Safety Inspection Report (HDR 2020-a) and Comment 6b of FERC letter to the City (FERC 2023). The objective of this task is to perform a Cross-Canyon, Linear Modal Response Spectrum Dynamic Analysis to evaluate the strength of the reinforced concrete spillway intermediate and end piers. The same load combination condition and three-dimensional RISA-3D structural model described in Subtask 1.2.1 will be used.

The joints between the cast-in-place deck and the spillway piers will be investigated in the model for the resulting axial forces, shear forces, and bending moments. If found inadequate, the deck will be removed from RISA-3D model and the spillway piers will be re-analyzed as cantilevers in a fixed-free condition. This task is achieved by comparing the shear demands from the dynamic analysis to the shear capacity of the



reinforced concrete piers. As stated in Subtask 1.2.1, the demand-to-capacity ratios (or factor of safety) is recommended by FERC to be greater than 1.3 for post-earthquake analysis.

### **Subtask 1.2.3. Global Failure of Powerhouses No. 1 and No. 2 Due to Seismic Event**

This is Category III PFM S-2 per the Eighth Independent Consultant Safety Inspection Report (HDR 2020-a) and Comment 6c of FERC letter to the City (FERC 2023). The objective of this task is to perform dynamic analyses on structural models for the 35-foot length by 90-foot width by 50-foot height 1936 Masonry Powerhouse No. 1 (Powerhouse No. 1) and the 111-foot length by 84-foot width by 67-foot height 1984 Reinforced Concrete Powerhouse No. 2 (Powerhouse No. 2) using RISA-3D Structural Software. Both powerhouses will be subject to the load combination condition specified in Task PFM S-7.

PFM S-2 in Section 1 of STID 2021 states that: Powerhouse No. 2 is pile supported and does not rely on foundation friction for stability. GeoEngineers will support Black & Veatch by providing results of LPILE analysis to include horizontal springs in Powerhouse No. 2 structural model. Otherwise, the boundary conditions would be hinged joints that may affect the resulting shear forces.

The forebay of the Upriver Dam, which is composed of Powerhouse No. 1 and Powerhouse No. 2 along with retained earth closure structures, is considered a "Significant" hazard potential classification. Based on postulated breach of the forebay, this may result in only economic damage. As stated in Subtask 1.2.1, the sliding stability safety factor is recommended to be greater than 1.3 for post-earthquake analysis.

#### **Assumptions:**

1. The City will provide all available civil/structural/mechanical drawings of the Spillway Dam and Powerhouses No. 1 and No. 2 to support the development of structural models, and to calculate the dead weight of the structures and mechanical components in the powerhouses.
2. Hydrodynamic interaction will be considered in accordance with Westergaard's formula.
3. The downstream secondary apron and the upstream 5-inch protective concrete slab will not be included in the spillway structural model.
4. No analysis will be performed on the spillway gates.
5. The level of effort assumes the Black & Veatch Structural Analysis Lead will participate in up to 2 virtual two-hour meetings with GeoEngineers and/or the City for coordination of data collection.

#### **Deliverables:**

1. Dynamic Stability Report (Draft and Final) summarizing conclusions and recommendations from the three analyses.
2. Supporting Calculation Packages for each analysis, including:
  - a. Subtask 1.2.1 (Spillway Failure Due to Sliding Instability Along the Base During Seismic Event) will include:
    - RISA-3D input data and results of the dynamic analysis.
    - Sliding stability calculations of the dynamic analysis.
  - b. Subtask 1.2.2 (Failure of Spillway Piers in Cross-Canyon Direction Due to Seismic Event) will include:





- RISA-3D input data and results of the dynamic analysis.
  - The adequacy of the joints between the cast-in-place deck and the spillway piers.
  - Strength calculations of the intermediate piers.
  - Strength calculations of the end piers.
- c. Subtask 1.2.3 (Global Failure of Powerhouses No. 1 and No. 2 Due to Seismic Event) will include:
- RISA-3D input data and results of the dynamic analysis for each Powerhouse.
  - The shear demands and shear capacity for each Powerhouse.
  - The sliding stability safety factor for each Powerhouse.

### **Subtask 1.3. Geotechnical Analyses**

Geotechnical analyses are required to address recommendations from the Eighth Independent Consultant Safety Inspection Report, and a comment from FERC received by the City on January 9, 2023. This task will be led by GeoEngineers. The proposed analyses will be completed in compliance with Chapter 4 – Embankment Dams of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. Three analyses will be completed as part of this effort:

#### **Subtask 1.3.1. Seismic Displacement Analyses**

Seismic displacement analyses will be updated for the closure section and fuse plug based on the updated seismic hazard analysis. This analysis will be completed by developing combined seepage and slope stability models in the GeoStudio software programs SEEP/W and SLOPE/W based on previous analyses and a review of the subsurface information. The SLOPE/W stability analyses will be used to determine the yield acceleration, which is the horizontal acceleration at which the factor of safety of the embankment structure is equal to 1. Permanent seismic deformation will be estimated using the calculated yield acceleration and Bray and Macedo (2019) and Bray, Travarasou, and Macedo (2018) methodology for estimating seismic deformation for crustal and subduction zone seismic hazards.

#### **Subtask 1.3.2. Cantilever Wall Analyses**

Cantilever wall analysis for the powerhouse closure walls will be updated based on the updated seismic hazard analysis. Based on our review of the latest analysis completed by HDR in 2020, the NAVFAC methodology is generally appropriate for walls of this type. We will review the backfill material assumptions and might select updated material properties for the updated analysis.

#### **Subtask 1.3.3. Liquefaction Analyses**

Liquefaction analyses for the left and right abutments and the fuse plug will be updated based on existing boring data, new boring data that could become available at the time of the analysis, and the updated seismic hazard analysis. The existing boring data includes blow counts on borings B-101, B-102, B-103, B-201, B-203, and D-1. Evaluation of liquefaction triggering will be based on empirical methods from Boulanger and Idriss (2014) and other appropriate sources. Residual strength parameters, if required, will be based on guidance from Kramer (2007).



## Assumptions

1. Up to four seismic hazard scenarios will be evaluated for each of the seismic deformation, cantilever wall, and liquefaction analysis cases. The IC will provide guidance to the Pre-Inspection Analysis team on the return period of the seismic scenarios considered for each.

## Deliverables

1. Geotechnical Analysis Report including supporting calculation package (Draft and Final) summarizing conclusions and recommendations from the three analyses.

### Subtask 1.4. Underwater Inspection Plan

Prepare an Underwater Inspection Plan based on the recommended inspection items provided in “Upriver Dam Stability Evaluation” (GeoEngineers 2008). We will also review previous underwater inspection reports and consider the inspection items which are best suited to divers and those best suited to remotely operated vehicles to safely and repeatably perform underwater inspections.

## Assumptions

1. The City will provide previous underwater inspection reports.
2. The City will review the Draft Underwater Inspection Plan and provide comments within ten business days.

## Deliverables

1. Draft and Final Underwater Inspection Plans.

### Task 2. Part 12 Inspection and Comprehensive Assessment

The GeoEngineers and Black & Veatch Team will lead the Part 12D Comprehensive Assessment process in accordance with FERC Engineering Guidelines for Hydropower Projects, Chapters 16, 17, and 18. The team will consist of the FERC-approved Independent Consultant, an IC Team Member with expertise in hydraulic structures, five Subject Matter Experts (SMEs), two Risk Facilitators, and two Note Takers. The FERC-required Inspection Plan was prepared under the Phase 1 services documenting the team’s qualifications and proposed approach to performing the Comprehensive Assessment.

#### Subtask 2.1. Document Review

The IC Team members and SMEs will review historical documentation provided by the City. The breadth and depth of the review will be commensurate with that necessary to develop a Comprehensive Assessment (CA) Pre-Inspection Preparation Report (PIPR) and the subsequent CA Part 12D Report (CAR). The IC Team will work together to organize and distribute the document review amongst the IC Team members and SMEs in alignment with each professional’s area of expertise.

The document review will include a review and evaluation of the following documents:

- Design-era drawings, specifications, and construction records;
- Design basis and analyses of record;
- Hydrology and hydraulics studies including hydrologic hazard loading results for use during the risk workshops;



- Geologic, faulting and seismicity studies;
- Structural analyses and studies;
- Seepage and stability studies;
- Dam safety inspection reports;
- Dam Safety Surveillance and Monitoring Reports (DSSMRs) and other performance reports;
- Special inspection reports, including spillway condition assessments;
- Previous Part 12D reports;
- Correspondence with FERC;
- Supporting Technical Information Document (STID), including the Dam Safety Surveillance and Monitoring Plan (DSSMP) and PFMA reports;
- Emergency Action Plan and inundation maps;
- Maintenance-related documentation;
- Operations-related documentation;
- Public Safety Plans;
- Owner's Dam Safety Program documentation; and
- Dam/Public Safety Incident reports.

We understand that not all of the City's project documents have been digitized to date, and that reviewing physical copies of documents in their offices will be necessary as part of this effort. The PMFA/L2RA note takers will lead the team visiting Spokane to review the file cabinets and organize the documents to be scanned.

### **Assumptions**

1. Two team members will perform an on-site records review/sorting of hard copy project records. We assume this will take up to three days. We also assume the City will provide on-site facilities for use by the team (e.g. conference room, file room, etc.). City staff will be available to scan and name PDF files.

### **Deliverables:**

1. An inventory of the on-site records scanned and their assigned file names.

### **Subtask 2.2. Prepare CA-PIPR**

The IC Team and SMEs will lead the preparation of a draft CA-PIPR following FERC's Engineering Guidelines for Hydropower Projects Chapter 16. The IC Team will work together to organize and distribute the document preparation amongst the IC Team members and SMEs in alignment with each professional's area of expertise, with ultimate review and finalizing by the IC. The purpose of the report will be to document the IC Team's preliminary evaluation of analyses of record, design basis, instrumentation data, and dam and public safety programs, to ensure the IC Team is adequately prepared to participate in the site inspection and PFMA/risk analysis.



In accordance with FERC's outline provided in Appendix 16-E of the Engineering Guidelines for Hydropower Projects, the CA-PIPR will document:

- Potential deficiencies in the previous description and/or understanding of project works;
- Potential design or construction-related issues;
- Potential deficiencies in the analyses of record;
- Project status, including a list of recent modifications to project works, operations, and the status of previous Part 12D recommendations; and
- Review and interpretation of instrumentation data.

Following the City's review, the IC Team will finalize the CA-PIPR for submittal to FERC. If needed, IC Team members and SMEs will address any FERC comments on the CA-PIPR applicable to their subject matter expertise.

### **Assumptions**

1. No physical or hard copies of the CA-PIPR will be required by the City or FERC.

### **Deliverables:**

1. CA-PIPR, Draft and Final

### **Subtask 2.3. Perform Part 12D Inspection**

IC Team members, Jeff Bair, Jason Beard, and Lyle Stone will perform an independent dam safety inspection of physically accessible project features of Upriver Dam and related appurtenances, in accordance with the Part 12D Inspection Plan approved by FERC. Additionally, the Gates SME and the Mechanical SME will attend the inspection. The Inspection will be performed with members of the IC Team from GeoEngineers, the City, and FERC. The Inspection will include observation of the operational performance of facilities during the inspection.

### **Assumptions:**

1. The Part 12D Inspection is assumed to take 2 days.

### **Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.

### **Subtask 2.4. Consequences Analysis**

We will perform a consequence analysis to develop life loss estimates in support of the PFMA/L2RA Risk Workshops described in Subtask 2.5. Following the completion of the HEC-RAS Inundation modeling, the team will evaluate the complexity and sensitivity of the inundation areas for consequence estimating. The team will provide a consequence analysis based on LifeSIM Probable Loss of Life.

#### **Subtask 2.4.1. Data Collection and HEC-RAS Modeling**

The initial tasks for performing the consequence analysis will include:



- Developing a terrain model for 2D breach simulation;
- Reviewing and updating the HEC-RAS hydraulic model to latest HEC-RAS version for LifeSIM compatibility purposes;
- Conduct six breach scenarios (Sunny-day; 40,000 cubic feet per second [cfs]; and 85,000 cfs) at two additional locations each (spillway and powerhouse). An existing model has been developed for the fuseplug; and
- Conduct HEC-RAS modeling to evaluate non-breach-related flooding (i.e. gate malfunction).

#### **Task 2.4.2. LifeSIM Probable Loss of Life Modeling**

The results of the above HEC-RAS modeling will be used to perform loss of life modeling using LifeSIM by performing the following:

- Import the nine HEC-RAS breach scenarios to LifeSIM (Structure and Earthen Breach Parameters for Sunny-Day, 40,000 cfs, and 85,000 cfs Hydrologic Scenarios);
- Import and incorporate National Structure Inventory (NSI), HAZUS, and Parcel Data, as applicable;
- Import and edit appropriate road network datasets and incorporate destinations;
- Run nine LifeSIM Simulations and Multiple Imminent Hazard Time(s) of Day for each run;
- Review LifeSIM Simulation Iteration Outliers and Results and adjust the model(s) accordingly; and
- Calculate Direct Economic Damage Estimations.

#### **Deliverables:**

1. Consequence Analysis Technical Memorandum including supporting calculation package, Draft and Final.

#### **Subtask 2.5. PFMA/L2RA Risk Workshops**

We will facilitate and participate in the PFMA/L2RA Risk Workshops, in accordance with FERC Chapters 17 and 18.

##### **Subtask 2.5.1. PFMA/L2RA Risk Workshop Preparation**

The Facilitation Team will have coordination calls and dry run sessions to ensure a cohesive facilitation process is in place in advance of the workshops.

##### **Subtask 2.5.2. PFMA/L2RA Risk Workshop Training**

In preparation for the workshops, we will prepare for and host a virtual training session with the full list of workshop participants from Black & Veatch, GeoEngineers, City, and FERC to discuss the purpose of the workshops, and the process to identify, screen, and assess potential failure modes. The training session will also be used to provide practice PFM development and risk estimation exercises, using the same tools that will be used during the workshops.

##### **Subtask 2.5.3. PFMA/L2RA Risk Workshop Facilitation**

The FERC approved Facilitation team will facilitate the PFMA and L2RA Risk Workshops in accordance with FERC Engineering Guidelines Chapter 17 and 18. The team will include two facilitators and two note takers



for the duration of the workshops. Two facilitators and two notetakers are proposed to increase efficiency of the overall workshop and reduce the risk of time overruns.

The facilitators will lead the workshop participants through brainstorming candidate PFMs, developing PFMs, and conducting initial screening of the PFMs. For those PFMs carried forward into the Risk Analysis, the facilitators will lead the participants through determining the likelihood and consequences of each PFM, and ultimately plotting each PFM on a Risk Matrix.

#### **Subtask 2.5.4. PFMA/L2RA Risk Workshop Attendance**

In addition to the Facilitation Team, GeoEngineers and Black & Veatch will have three IC Team members and six SMEs participate in the workshops. The Facilitation Team and SMEs who did not participate in the Part 12D Inspection will also attend a half day site visit prior to workshops commencing.

#### **Assumptions:**

1. The City will provide a meeting location for the in-person/on-site workshops. The workshop location shall be large enough to accommodate the full IC Team (three), SMEs (six), Facilitation Team (four), City representatives, and FERC representatives.
2. We will provide meeting supplies, and food/beverages during the in-person portion of the workshop.
3. The City representatives familiar with the Upriver Dam history, operations, and maintenance will participate in the workshops and pre-workshop training.
4. The Risk Workshop Training will be held virtually, over Microsoft Teams, for up to 2 hours.
5. The Risk Workshops are assumed to require the following level of effort:
  - a. Half day site visit, overlapping with the Part 12D inspection described in Subtask 2.3
  - b. Three days in person
  - c. Two weeks virtually
  - d. One contingency week is discussed in the contingency Subtask 2.5 below.
6. The virtual workshops will be hosted by Black & Veatch on Microsoft Teams.

#### **Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.

#### **Contingency Subtask 2.5. Workshop Contingency Week**

The duration of the PFMA/L2RA workshops is challenging to estimate with confidence due to the unknown quantity of PFMs being developed during the PFMA workshop. Our facilitation team will endeavor to be as efficient as possible during the workshops to maximize the value of the IC team, SME, City staff, and FERC representative's time.

However, if the PFMA/L2RA workshops cannot be completed during the allotted schedule of 3 days in person and two weeks virtually (total of thirteen days) due to the quantity of PFMs developed, an additional virtual week may be needed to complete the workshops. We have included a fee estimate for the inclusion of an additional five days for planning purposes and to support a streamlined process for authorizing the



additional week. The cost of the contingency week could also be reduced if only some of the SMEs are required.

#### **Subtask 2.6. PFMA/L2RA Risk Report**

Following completion of the PFMA and L2RA Risk Workshops, we will prepare a report documenting the results of the workshops, following the outline provided as Appendix 18-B of FERC's Engineering Guidelines Chapter 18. Following the City's review, we will finalize the PFMA/L2RA Risk Analysis Report for incorporation into the CAR (Subtask 2.7).

##### **Assumptions:**

1. No physical or hard copies of PFMA/L2RA Report will be needed by City or FERC.

##### **Deliverables:**

1. PFMA/L2RA Risk Analysis Report, Draft and Final.

#### **Subtask 2.7. Comprehensive Assessment Report**

We will prepare the Comprehensive Assessment Report (CAR) in accordance with FERC Engineering Guidelines Chapter 16 and will incorporate the PFMA/L2RA Risk Analysis Report into the CAR. The CAR will follow the general outline provided in Appendix 16-D of FERC Engineering Guidelines Chapter 16 and will clearly state whether the IC judges the project to be suitable for continued safe and reliable operation; if not, the reason(s) will be clearly indicated and reference the corresponding section(s) of the CAR for details. Any immediate actions that are required to ensure safety, stability, and/or structural integrity of the project will be listed.

We will prepare the Draft CAR with incorporation of the PFMA/L2RA Risk Analysis Report. Following the City's review, we will finalize the CAR for submittal to FERC.

##### **Assumptions:**

1. No physical or hard copies of CA Report will be needed by City or FERC.

##### **Deliverables:**

1. Comprehensive Assessment Report (CAR), Draft and Final.

#### **Subtask 2.8. Comprehensive Assessment Review Meeting**

Within 60 days after the CAR is submitted by the City to the FERC, Black & Veatch and GeoEngineers will present a summary of their findings, conclusions, and recommendations to the City and FERC during a Comprehensive Assessment Review Meeting, in accordance with FERC's Engineering Guidelines Chapter 16 Section 16-7.5. This meeting will provide an opportunity for the IC to present their observations and findings from their inspection and assessment of the project, and for FERC to clarify specific points after completing the initial review of the CAR. We will prepare a presentation for the CA Review meeting, attend the meeting, and address FERC comments on the CAR based on the meeting discussion.

##### **Assumptions:**

1. The CAR Review Meeting will be held virtually on Microsoft Teams. No travel has been included for this task.



2. Specific IC Team and SME attendees will be determined following completion of the Part 12 inspection and risk workshops.
3. The CAR Review Meeting is assumed to take up to two hours.
4. The agenda for the meeting will follow Table 13 of FERC's Engineering Guidelines Chapter 16, and the meeting will be led by a FERC representative.

**Deliverables:**

1. CAR Review Meeting Presentation
2. Revised Final CAR, if required

**Task 3. Owner's Dam Safety Program Audit**

Black & Veatch will lead the Owner's Dam Safety Program (ODSP) Audit tasks, under direction of Marvin Cones. A summary of qualifications was provided under the Phase 1 services for review and approval by FERC.

**Subtask 3.1. Document Review**

Prior to performing an audit, our lead auditor will request a number of background documents to be reviewed by the audit team. In addition to the current ODSP, and documents typically provided during a Part 12 Dam Safety Inspection, such as the Dam Safety Surveillance and Monitoring Plan (DSSMP), Supporting Technical Information Document (STID), and most recent Part 12 Dam Safety Report, our team will expect to receive representative reports and information related to the development and implementation of the City's Dam Safety Program. Additionally, we would expect to receive recent operating and maintenance records for each facility. As needed, we will coordinate site visits with City's offices and/or project locations to mine the data required for the audit. A comprehensive understanding of the existing program and its development are keys to a successful audit.

**Assumptions:**

1. The City will provide the background documents to be requested by the Lead Auditor.

**Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.

**Subtask 3.2. Assess the DSSMP and Reporting Requirements**

This task will focus on ascertaining whether the existing DSSMP provides for the end goal of understanding and verifying the expected performance of the dam. While we will review the technical details of particular instruments and monitoring frequency, the focus will be on the execution of the DSSMP. That is, does the existing plan, if implemented as written, provide for monitoring of the dam, reporting of adverse readings, and subsequent evaluation and dissemination such that dam safety incidents can be effectively managed and the risk(s) mitigated to the maximum extent possible.

The review will include an in-depth review of actual documentation showing the implementation of the DSSMP, some of which will be further assessed during subsequent interview(s) of the City's dam safety staff (see Subtask 3.4).





**Assumptions:**

1. The City will provide the current DSSMP, the five most recent Dam Safety Surveillance and Monitoring Reports (DSSMRs), raw instrumentation files, inspection forms, and access to relevant surveillance and monitoring programs and tracking documents.

**Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.

**Subtask 3.3. Review Representative Personnel Training Records**

We will assess both the appropriateness of the City's dam safety training plan and the effectiveness with which it is carried out. This will include an evaluation of training records of dam safety staff to assure that it is being conducted in accordance with the latest training plan and that appropriate training is being provided by all personnel involved with the operation and inspections of the various projects. The effectiveness and completeness of the training would also be evaluated during interviews of the City's staff (see Subtask 3.4).

**Assumptions:**

1. The City will provide the current dam safety training plan and training records.

**Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.

**Subtask 3.4. Conduct Interviews with City of Spokane's Staff**

The audit team will conduct interviews with the City's staff at all levels responsible for implementing the ODSP. Interviews will include the Chief Dam Safety Engineer (CDSE) and other key dam safety staff including city management, senior management, facility managers, staff engineers, and hydro plant technicians. The focus of the interviews will be to assess staff understanding of the dam safety program and the implementation of their specific responsibilities. Some interviews would be conducted in a group setting, with a follow-up questionnaire to assure that our audit team collects independent views from each interviewee.

Interviews will aim to evaluate and develop an understanding of the effectiveness and completeness of the dam safety program as well as each professional's familiarity with the dam safety program and assess the application of dam safety training.

Interviewees will include senior management, focusing on evaluating the City's corporate commitment with respect to dam safety.

**Assumptions:**

1. We will coordinate and finalize a list of interviewees for the City 30 days in advance.
2. It is assumed that interviews will take place in person over a 2-day visit to the City's facilities, during the same week as the site visit described in Subtask 3.5.



**Deliverables:**

1. Interview questions and follow-up questionnaire.

**Subtask 3.5. Attend and Participate in Project Site Visits**

FERC guidance recommends that the audit team attend and participate in a site visit or inspection. This visit will be conducted with field personnel that normally performs this work. The auditor will join the operator on their daily rounds. The CDSE and site foreperson may also join the site walk. The intent is to develop an understanding of how these site inspections are normally conducted as well as the inspector's general knowledge of the facility and their specific qualifications as related to dam safety. We will accompany the City staff on routine operator inspections to Upriver Dam.

**Assumptions:**

It is assumed that the site visit will take place in a 1-day visit to the City's facilities, during the same week as the interviews described in Subtask 3.4.

**Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.

**Subtask 3.6. Assess Effectiveness of ODSP**

We will review the audit findings of the Subtasks 3.1 through 3.5 and develop our opinion as to whether City's dams are being adequately operated, inspected, and maintained accordingly to the ODSP. Based on the content of the ODSP and general industry practice, we will determine if the ODSP is appropriate for the specific projects and confirm that it is accomplishing the intent of a well-developed dam safety program.

This subtask will also review effectiveness of specific actions to improve dam safety and whether the City is proactively implementing their dam safety program. We will review specific actions that would logically follow from implementation of the dam safety inspections and the like. The evaluation will review the City's framework and drivers for actions to address dam safety. The overriding intent of the ODSP should be to support a proactive dam safety culture that does not rely on FERC mandates and requirements.

**Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.

**Subtask 3.7. Audit of ODSP Document per FERC Guidance**

This task will specifically audit and assess the existing ODSP document and check for its adherence to the FERC regulation and guidance. Although not specifically included in the FERC ODSP Audit Guidance, this task is a logical extension of the external audit of the ODSP. This task will include a discrete, section by section, review of the ODSP as compared to FERC guidance as to the intent of the section as well as general industry standard of practice. Specific recommendations for improvement for each section of the ODSP will be developed for consideration, as needed.

**Deliverables:**

No specific deliverables. Notes developed during the task will be incorporated into later documents.



**Subtask 3.8. Document Audit Findings**

We will document the findings from Subtasks 3.1 through 3.7 in a Draft Audit Findings Report and will provide a summary presentation of the findings to City management. Following the City’s review of the Draft report, we will finalize the report addressing the City’s comments.

**Assumptions:**

1. The Summary Presentation will be held remotely over Microsoft Teams.
2. Up to two hours have been assumed for the Summary Presentation.
3. The level of effort assumed does not include an update to the ODSP to address any audit recommendations that may be developed.
4. No physical copies of ODSP Audit Report will be needed by City or FERC.

**Deliverables:**

1. Audit Findings Report, Draft and Final
2. Summary Presentation of audit findings to City management

**TERMS, SCHEDULE, AND FEE ESTIMATE**

We understand our services will be provided in accordance with mutually agreed upon terms and conditions based on our current agreement dated April 12, 2023. Our proposed schedule is attached. The actual schedule will depend on coordination with the City and FERC.

Our fee will be a lump sum of **\$1,329,000** for the services outlined above. A summary of the contribution of each task to the total is summarized below. We will bill monthly based on the progress of each task. Invoices will include a task progress summary.

Phase II Activity and Tasks	Fee
<b>Task 1. Pre-Inspection Analysis</b>	
1.1. Scour Analysis Assessment	\$10,000
1.2. Structural Analysis	\$115,000
1.3. Geotechnical Analysis	\$35,000
1.4. Underwater Inspection Plan	\$13,000
<b>Task 1 Total</b>	<b>\$173,000</b>
<b>Task 2. Part 12 Inspection and Comprehensive Assessment</b>	
2.1. Document Review	\$100,000
2.2. Prepare CA-PIPR	\$80,000
2.3. Part 12 Inspection	\$45,000
2.4. Consequence Analysis	\$151,000
2.5. PFMA/L2RA Risk Workshops	\$450,000
2.6. PFMA/L2RA Risk Report	\$90,000



2.7. Comprehensive Assessment Report	\$124,000
2.8. Comprehensive Assessment Review Meeting	\$18,000
<b>Task 2 Total</b>	<b>\$1,058,000</b>
<b>Task 3. ODSP Audit</b>	
3.1. Document Review	\$15,000
3.2. Assess the DSSMP and Reporting Requirements	\$6,000
3.3. Review Representative Personnel Training Records	\$3,000
3.4. Conduct Interviews with City of Spokane’s Staff	\$23,000
3.5. Attend and Participate in Project Site Visits	\$9,000
3.6. Assess Effectiveness of ODSP	\$5,000
3.7. Audit of ODSP Document per FERC Guidance	\$9,000
3.8 Document Audit Findings	\$28,000
<b>Task 3 Total</b>	<b>\$98,000</b>
<b>Tasks 1 through 3 Total</b>	<b>\$1,329,000</b>
<b>Contingency Subtask 1.1.1 Scour Analysis</b>	\$89,000
<b>Contingency Subtask 2.5. Additional PFMA/L2RA Workshop Week</b>	\$150,000
<b>Total with Contingencies</b>	<b>\$1,568,000</b>

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to continue our services with the City and appreciate your confidence in our firm. Please call if you have any questions regarding our understanding of the project or our fee.

Sincerely,  
GeoEngineers, Inc.



Lyle J. Stone, PE  
Associate Geotechnical Engineer



Lindsay C. Flangas, PE  
Principal Geotechnical Engineer

DTM:MAW:LJS:LCF:Imm

One copy submitted electronically.

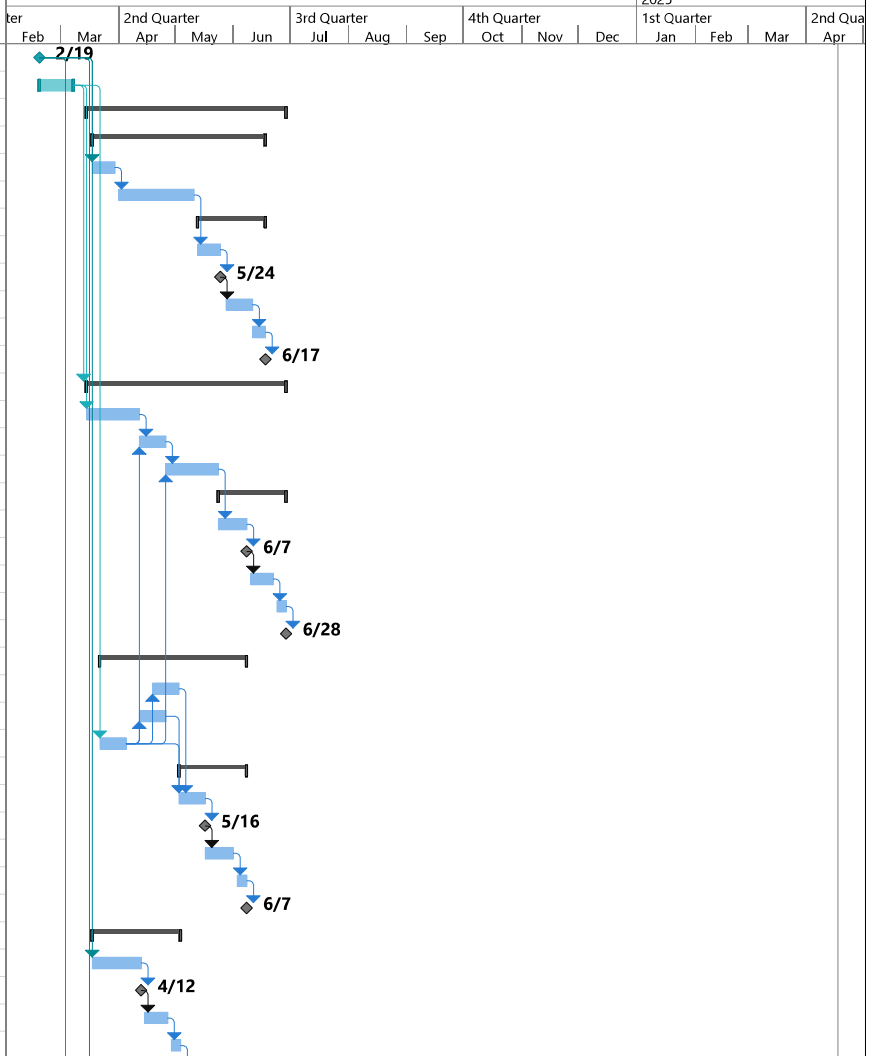
Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers’ capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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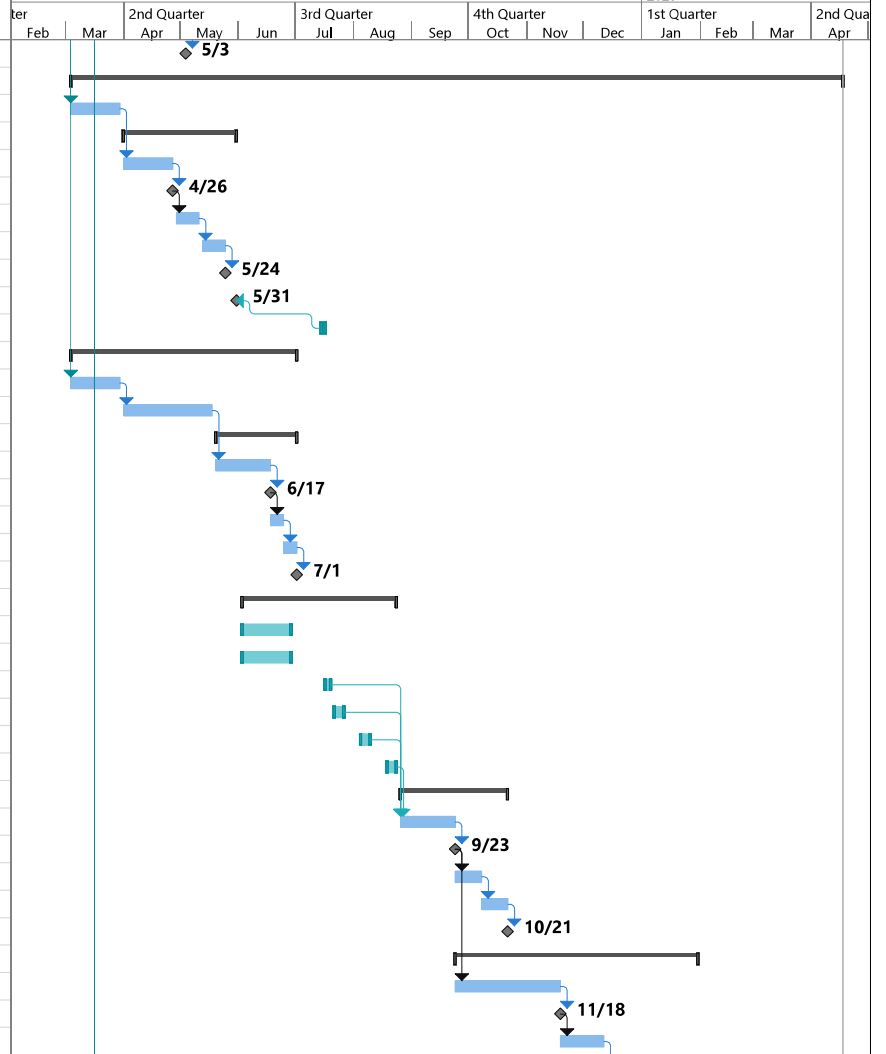


ID	Task Name	Duration	Start	Finish	Predecessors	2025																
						1st Quarter	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter	2nd Quarter					
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
1	<b>Estimated NTP</b>	0 days	Mon 2/19/24	Mon 2/19/24																		
2	Task 0: SHA - Ongoing	14 days	Mon 2/19/24	Thu 3/7/24																		
3	<b>Task 1: Pre-Inspection Analyses</b>	<b>75 days</b>	<b>Fri 3/15/24</b>	<b>Fri 6/28/24</b>																		
4	<b>1.1 Scour Analysis</b>	<b>65 days</b>	<b>Mon 3/18/24</b>	<b>Mon 6/17/24</b>																		
5	Assessment of Available Data	10 days	Mon 3/18/24	Fri 3/29/24	1FS+20 days																	
6	1.1.1 - CFD Modeled Scour Analysis (Contingency)	30 days	Mon 4/1/24	Fri 5/10/24	5																	
7	<b>Scour Analysis Results Technical Memo</b>	<b>25 days</b>	<b>Mon 5/13/24</b>	<b>Mon 6/17/24</b>																		
8	Prepare Draft	10 days	Mon 5/13/24	Fri 5/24/24	6																	
9	Draft to City of Spokane	0 days	Fri 5/24/24	Fri 5/24/24	8																	
10	COS Review	10 days	Tue 5/28/24	Mon 6/10/24	9																	
11	Address Comments and Finalize	5 days	Tue 6/11/24	Mon 6/17/24	10																	
12	Final to City of Spokane	0 days	Mon 6/17/24	Mon 6/17/24	11																	
13	<b>1.2 Structural Analyses</b>	<b>75 days</b>	<b>Fri 3/15/24</b>	<b>Fri 6/28/24</b>	<b>2</b>																	
14	1.2.1 - Spillway Failure analysis	20 days	Fri 3/15/24	Thu 4/11/24	2FS+5 days																	
15	1.2.2 - Failure of Spillway Piers analysis	10 days	Fri 4/12/24	Thu 4/25/24	14,26																	
16	1.2.3 - Global Failure of PH No. 1 and No. 2	20 days	Fri 4/26/24	Thu 5/23/24	15,26																	
17	<b>Dynamic Stability Report</b>	<b>25 days</b>	<b>Fri 5/24/24</b>	<b>Fri 6/28/24</b>																		
18	Prepare Draft	10 days	Fri 5/24/24	Fri 6/7/24	16																	
19	Draft to City of Spokane	0 days	Fri 6/7/24	Fri 6/7/24	18																	
20	COS Review	10 days	Mon 6/10/24	Fri 6/21/24	19																	
21	Address Comments and Finalize	5 days	Mon 6/24/24	Fri 6/28/24	20																	
22	Final to City of Spokane	0 days	Fri 6/28/24	Fri 6/28/24	21																	
23	<b>1.3 Geotechnical Analysis</b>	<b>55 days</b>	<b>Fri 3/22/24</b>	<b>Fri 6/7/24</b>																		
24	1.3.1 - Seismic Deformation Analysis	10 days	Fri 4/19/24	Thu 5/2/24	26FS+10 days																	
25	1.3.2 - Cantilever Wall Analysis	10 days	Fri 4/12/24	Thu 4/25/24	26FS+5 days																	
26	1.3.3 - Liquefaction Analysis	10 days	Fri 3/22/24	Thu 4/4/24	2FS+10 days																	
27	<b>Geotechnical Analysis Report</b>	<b>25 days</b>	<b>Fri 5/3/24</b>	<b>Fri 6/7/24</b>																		
28	Prepare Draft	10 days	Fri 5/3/24	Thu 5/16/24	24,25,26																	
29	Draft to City of Spokane	0 days	Thu 5/16/24	Thu 5/16/24	28																	
30	COS Review	10 days	Fri 5/17/24	Fri 5/31/24	29																	
31	Address Comments and Finalize	5 days	Mon 6/3/24	Fri 6/7/24	30																	
32	Final To City of Spokane	0 days	Fri 6/7/24	Fri 6/7/24	31																	
33	<b>1.4 Underwater Inspection Plan</b>	<b>35 days</b>	<b>Mon 3/18/24</b>	<b>Fri 5/3/24</b>																		
34	Prepare Draft Underwater Inspection Plan	20 days	Mon 3/18/24	Fri 4/12/24	1FS+20 days																	
35	Draft to City of Spokane	0 days	Fri 4/12/24	Fri 4/12/24	34																	
36	COS Review	10 days	Mon 4/15/24	Fri 4/26/24	35																	
37	Address Comments and Finalize	5 days	Mon 4/29/24	Fri 5/3/24	36																	



Project: Upriver Dam - Part 12D Date: Tue 1/23/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

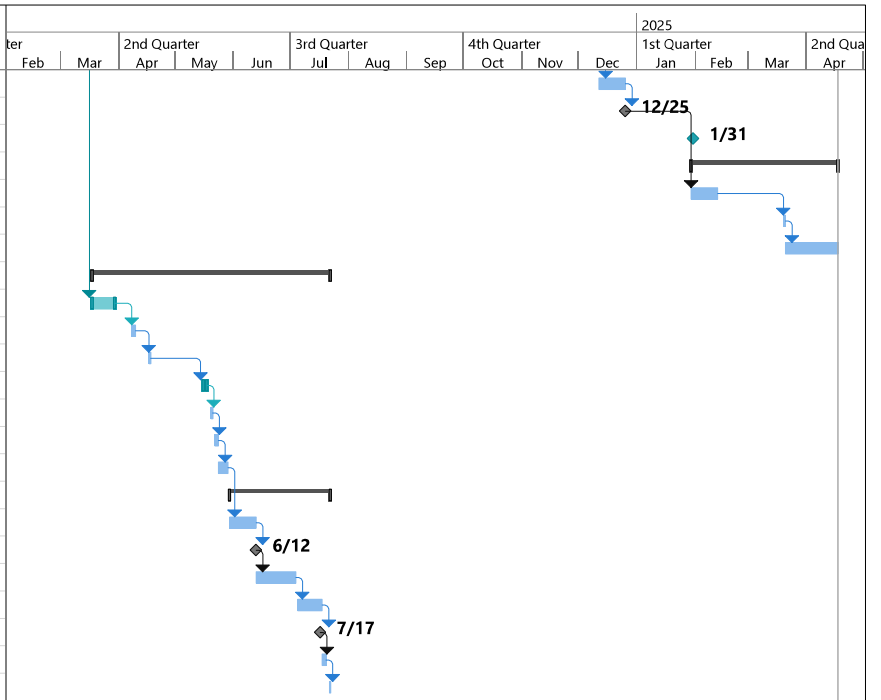
ID	Task Name	Duration	Start	Finish	Predecessors	2025															
						1st Quarter	2nd Quarter		3rd Quarter		4th Quarter		1st Quarter	2nd Quarter							
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
38	Final to City of Spokane	0 days	Fri 5/3/24	Fri 5/3/24	37					5/3											
39	<b>Task 2: Part 12D Comprehensive Assessment</b>	<b>289 days</b>	<b>Mon 3/4/24</b>	<b>Thu 4/17/25</b>																	
40	2.1 Document Review	20 days	Mon 3/4/24	Fri 3/29/24	1FS+10 days																
41	<b>2.2 Prepare CA-PIPR</b>	<b>43 days</b>	<b>Mon 4/1/24</b>	<b>Fri 5/31/24</b>																	
42	Prepare Draft CA-PIPR	20 days	Mon 4/1/24	Fri 4/26/24	40																
43	Draft CA-PIPR to City of Spokane	0 days	Fri 4/26/24	Fri 4/26/24	42					4/26											
44	COS Review	10 days	Mon 4/29/24	Fri 5/10/24	43																
45	Address Comments and Finalize	10 days	Mon 5/13/24	Fri 5/24/24	44																
46	Final CA-PIPR to City of Spokane	0 days	Fri 5/24/24	Fri 5/24/24	45																
47	CA-PIPR to FERC (30+ days before inspection)	0 days	Fri 5/31/24	Fri 5/31/24	48SF-30 days																
48	2.3 Perform Part 12D Inspection	2 days	Mon 7/15/24	Tue 7/16/24																	
49	<b>2.4 Consequences Analyses</b>	<b>85 days</b>	<b>Mon 3/4/24</b>	<b>Mon 7/1/24</b>																	
50	HEC-RAS Modeling	20 days	Mon 3/4/24	Fri 3/29/24	1FS+10 days																
51	LifeSIM Probable Loss Modeling	35 days	Mon 4/1/24	Fri 5/17/24	50																
52	<b>Consequence Analysis Technical Memo</b>	<b>30 days</b>	<b>Mon 5/20/24</b>	<b>Mon 7/1/24</b>																	
53	Prepare Draft TM	20 days	Mon 5/20/24	Mon 6/17/24	51																
54	Draft to City of Spokane	0 days	Mon 6/17/24	Mon 6/17/24	53																
55	COS Review	5 days	Tue 6/18/24	Mon 6/24/24	54																
56	Address Comments and Finalize	5 days	Tue 6/25/24	Mon 7/1/24	55																
57	Final to City of Spokane	0 days	Mon 7/1/24	Mon 7/1/24	56																
58	<b>2.5 PFMA/L2RA Risk Workshops</b>	<b>59 days</b>	<b>Mon 6/3/24</b>	<b>Fri 8/23/24</b>																	
59	2.5.1 - Workshop Preparation	20 days	Mon 6/3/24	Fri 6/28/24																	
60	2.5.2 - PFMA/L2RA Risk Workshop Training	20 days	Mon 6/3/24	Fri 6/28/24																	
61	2.5.3/4 - In Person Workshop	3 days	Wed 7/17/24	Fri 7/19/24																	
62	2.5.3/4 - Virtual Workshop Week 1	5 days	Mon 7/22/24	Fri 7/26/24																	
63	2.5.3/4 - Virtual Workshop Week 2	5 days	Mon 8/5/24	Fri 8/9/24																	
64	2.5.3/4 - Virtual Workshop Week 3 (Contingency)	5 days	Mon 8/19/24	Fri 8/23/24																	
65	<b>2.6 PFMA/L2RA Risk Report</b>	<b>40 days</b>	<b>Mon 8/26/24</b>	<b>Mon 10/21/24</b>																	
66	Prepare Draft Risk Report	20 days	Mon 8/26/24	Mon 9/23/24	63,61,62,64																
67	Draft Risk Report to City of Spokane	0 days	Mon 9/23/24	Mon 9/23/24	66																
68	COS Review	10 days	Tue 9/24/24	Mon 10/7/24	67																
69	Address Comments and Finalize	10 days	Tue 10/8/24	Mon 10/21/24	68																
70	Final Risk Report to City of Spokane	0 days	Mon 10/21/24	Mon 10/21/24	69																
71	<b>2.7 Comprehensive Assessment Report</b>	<b>91 days</b>	<b>Tue 9/24/24</b>	<b>Fri 1/31/25</b>																	
72	Prepare Draft CAR	40 days	Tue 9/24/24	Mon 11/18/24	67																
73	Draft CAR to City of Spokane	0 days	Mon 11/18/24	Mon 11/18/24	72																
74	COS Review	15 days	Tue 11/19/24	Wed 12/11/24	73																



Project: Upriver Dam - Part 12D  
Date: Tue 1/23/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	2025																
						1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter											
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
75	Address Comments and Finalize	10 days	Thu 12/12/24	Wed 12/25/24	74																	
76	Final CAR to City of Spokane	0 days	Wed 12/25/24	Wed 12/25/24	75																	
77	CAR to FERC (firm deadline of January 31, 2025)	0 days	Fri 1/31/25	Fri 1/31/25																		
78	<b>2.8 Comprehensive Assessment Review Meeting</b>	<b>56 days</b>	<b>Thu 1/30/25</b>	<b>Thu 4/17/25</b>																		
79	Prepare CA Review Meeting Presentation	10 days	Thu 1/30/25	Wed 2/12/25	76FS+25 days																	
80	Conduct CA Review Meeting (Date TBD, within 60 days)	1 day	Thu 3/20/25	Thu 3/20/25	79FS+25 days																	
81	Address FERC Comments on CAR if needed	20 days	Fri 3/21/25	Thu 4/17/25	80																	
82	<b>Task 3: Owner's Dam Safety Program Audit</b>	<b>88.5 days</b>	<b>Mon 3/18/24</b>	<b>Mon 7/22/24</b>																		
83	3.1 Document Review	10 days	Mon 3/18/24	Fri 3/29/24	1FS+20 days																	
84	3.2 Assess the DSSMP and Reporting Requirements	2 days	Mon 4/8/24	Tue 4/9/24	83FS+5 days																	
85	3.3 Review Personnel Training Records	1 day	Wed 4/17/24	Wed 4/17/24	84FS+5 days																	
86	3.4 Conduct Interviews of City of Spokane's Staff (Date TBD)	2 days	Thu 5/16/24	Fri 5/17/24	85FS+20 days																	
87	3.5 Attend and Participate in Project Site Visits (Date TBD)	1 day	Mon 5/20/24	Mon 5/20/24	86																	
88	3.6 Assess Effectiveness of ODSP	2 days	Wed 5/22/24	Thu 5/23/24	87FS+1 day																	
89	3.7 Audit of ODSP Document per FERC Guidance	2 days	Fri 5/24/24	Tue 5/28/24	88																	
90	<b>3.8 Document Audit Findings</b>	<b>36.5 days</b>	<b>Thu 5/30/24</b>	<b>Mon 7/22/24</b>																		
91	Prepare Draft Audit Findings Report	10 days	Thu 5/30/24	Wed 6/12/24	89FS+1 day																	
92	Draft Report to City of Spokane	0 days	Wed 6/12/24	Wed 6/12/24	91																	
93	COS Review	15 days	Thu 6/13/24	Wed 7/3/24	92																	
94	Address Comments and Finalize	9 days	Fri 7/5/24	Wed 7/17/24	93																	
95	Final Report to City of Spokane	0 days	Wed 7/17/24	Wed 7/17/24	94FS-1 day																	
96	Prepare Summary Presentation	2 days	Thu 7/18/24	Fri 7/19/24	95FS+1 day																	
97	Summary Presentation to City of Spokane (Date TBD)	0.5 days	Mon 7/22/24	Mon 7/22/24	96																	



Project: Upriver Dam - Part 12D  
Date: Tue 1/23/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

# 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:** 2/5/24      **Type of expenditure:** Capital Improvements   Goods    Services   
**Department:** Water & Hydroelectric Services  
**Approving Supervisor:** Seth McIntosh

**Amount of Proposed Expenditure:** \$1,568,000.00  
 Is this against a master agreement? If yes, please provide the number: N/A

**Funding Source** 4100 42490 94340 56501 11048 and 4100 42490 94340 56501 11053

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

**Why is this expenditure necessary now?**

The existing contract covered the Project Inspection Plan. This amendment and extension covers th

**What are the impacts if expenses are deferred?**

Loss of access to the dam monitoring platform, which is used monthly or more frequently by Upriver

**What alternative resources have been considered?**

The work to be performed under this contract is to satisfy a FERC license requirement and there are

**Description of the goods or service and any additional information?**

The vendor provides a level of measurement precision and frequency that is not achievable with Dep.

**Person Submitting Form/Contact:**

**Division Director:** \_\_\_\_\_      **CFO Signature:** \_\_\_\_\_      **City Administrator Signature:** \_\_\_\_\_

**Additional Comments:**  
 Contract Amendment / Extension and consultant's proposal is included.  
 Existing contract number is OPR 2023-0426.





**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Discussion

**Date Rec'd** 2/12/2024

**Clerk's File #** OPR 2024-0183

**Renews #**

**Cross Ref #** ORD C36499

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	HUMAN RESOURCES	<b>Project #</b>	
------------------------	-----------------	------------------	--

<b>Contact Name/Phone</b>	LAUREN 6239	<b>Bid #</b>	
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<b>Contact E-Mail</b>	LBEATTIE@SPOKANECITY.ORG	<b>Requisition #</b>	
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
---------------------------	----------------------	--	--

<b>Agenda Item Name</b>	0630 2024-2025 PROSECUTING ATTORNEY'S TENTATIVE AGREEMENT (TA)		
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**Agenda Wording**

Tentative Agreement with AFSCME Local 270-Prosecuting Attorneys for wages and benefits from January 1, 2024, through December 31, 2025.

**Summary (Background)**

The City of Spokane Prosecutors CBA expired on December 31, 2023. The Cities negotiating team and (270-PA) met two (2) times starting on November 30, 2023, and January 26, 2024. On January 26, 2024, a Tentative Agreement (TA) was reached and approved by the Prosecutors union (270 -PA). In early February 2024, the Prosecutors voted and approved the TA.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Included in Briefing paper

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



# Committee Agenda Sheet

## Finance & Administration Committee

<b>Submitting Department</b>	Human Resources																																																																						
<b>Contact Name &amp; Phone</b>	David Moss 509-625-6383																																																																						
<b>Contact Email</b>	dmos@spokanecity.org																																																																						
<b>Council Sponsor(s)</b>																																																																							
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:																																																																						
<b>Agenda Item Name</b>	2024-2025 Prosecuting Attorney's Tentative Agreement (TA)																																																																						
<b>Summary (Background)</b>	<p>The City of Spokane Prosecutors CBA expired on December 31, 2023. The Cities negotiating team and (270-PA) met two (2) times starting on November 30, 2023, and January 26, 2024. On January 26, 2024, a Tentative Agreement (TA) was reached and approved by the Prosecutors union (270 -PA). In early February 2024, the Prosecutors voted and approved the TA.</p> <p><b>Executive Summary:</b> The proposed TA provides for average total compensation (TCC) increase of approximately 10.0% in 2024 and between 5.1% and 5.8% in 2025.</p> <p><b>Notable items include:</b></p> <ol style="list-style-type: none"> <li>1. Two-year contract term-January 1, 2024 through December 31, 2025.</li> <li>2. Salary Amendment: Parity will be established between the Public Defender II pay scale and the 270-PA pay scale from January 1, 2024, through September 30, 2024.</li> </ol> <table style="margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Step</th> <th style="text-align: left;">Hourly</th> <th style="text-align: left;">Est. Biweekly</th> <th style="text-align: left;">Est Monthly</th> <th style="text-align: left;">Est Annual</th> </tr> </thead> <tbody> <tr><td>1</td><td>32.83</td><td>2,626</td><td>5,712</td><td>68,549</td></tr> <tr><td>2</td><td>36.80</td><td>2,944</td><td>6,403</td><td>76,838</td></tr> <tr><td>3</td><td>40.60</td><td>3,248</td><td>7,064</td><td>84,773</td></tr> <tr><td>4</td><td>45.03</td><td>3,602</td><td>7,835</td><td>94,023</td></tr> <tr><td>5</td><td>49.65</td><td>3,972</td><td>8,639</td><td>103,669</td></tr> <tr><td>6</td><td>53.95</td><td>4,316</td><td>9,387</td><td>112,648</td></tr> </tbody> </table> <ol style="list-style-type: none"> <li>3. Parity between the Public Defender II pay scale and the 270-PA pay scale beginning October 1, 2024, as outlined below:</li> </ol> <table style="margin-left: 40px; border-collapse: collapse; width: 100%;"> <thead> <tr> <th style="text-align: left;">Step</th> <th style="text-align: left;">Hourly</th> <th style="text-align: left;">Est. Biweekly</th> <th style="text-align: left;">Est Monthly</th> <th style="text-align: left;">Est Annual</th> </tr> </thead> <tbody> <tr><td>1</td><td>34.48</td><td>2,758</td><td>6,000</td><td>71,994</td></tr> <tr><td>2</td><td>38.64</td><td>3,092</td><td>6,723</td><td>80,680</td></tr> <tr><td>3</td><td>42.63</td><td>3,410</td><td>7,418</td><td>89,011</td></tr> <tr><td>4</td><td>47.29</td><td>3,783</td><td>8,228</td><td>98,742</td></tr> <tr><td>5</td><td>52.14</td><td>4,171</td><td>9,072</td><td>108,868</td></tr> <tr><td>6</td><td>56.65</td><td>4,532</td><td>9,857</td><td>118,285</td></tr> </tbody> </table> <p><b>Cost of Living Adjustment:</b></p>	Step	Hourly	Est. Biweekly	Est Monthly	Est Annual	1	32.83	2,626	5,712	68,549	2	36.80	2,944	6,403	76,838	3	40.60	3,248	7,064	84,773	4	45.03	3,602	7,835	94,023	5	49.65	3,972	8,639	103,669	6	53.95	4,316	9,387	112,648	Step	Hourly	Est. Biweekly	Est Monthly	Est Annual	1	34.48	2,758	6,000	71,994	2	38.64	3,092	6,723	80,680	3	42.63	3,410	7,418	89,011	4	47.29	3,783	8,228	98,742	5	52.14	4,171	9,072	108,868	6	56.65	4,532	9,857	118,285
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	<p>Effective the pay period that includes July 1, 2025, there will be a cost-of-living adjustment (COLA) to the steps established October 1, 2024 based on the average of the February 2024-February 2025 CPI-U (Seattle/Tacoma/Bellevue) and the February 2024-February 2025 CPI-W (West B/CO, subject to a minimum wage increase of 2.5% to a maximum wage increase of 4%.</p>
<p><b>Proposed Council Action &amp; Date: February</b></p>	<p>Approve TA on February 26, 2024</p>
<p><b>Fiscal Impact:</b>  Total Annual Cost:  Approved in current year budget?      <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Funding Source              <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring  Specify funding source: Various funds' revenues or reserves.</p> <p>Expense Occurrence      <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b></p>	
<p><u>City Administration request that Council vote to approve the TA at the March 4, 2024</u></p>	

**AGREEMENT**

**BETWEEN**

**THE CITY OF SPOKANE**

**AND THE**

**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES**

**LOCAL 270-PA, AFSCME**

**JANUARY 1, 20240 – DECEMBER 31,**

**20253**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>4</b>
<b>EMBODIMENT</b> .....	<b>4</b>
<b>PRODUCTIVITY</b> .....	<b>5</b>
<b>ARTICLE I - RECOGNITION</b> .....	<b>5</b>
SECTION A - BARGAINING AGENT .....	5
SECTION B - MANAGEMENT EMPLOYEES .....	5
<b>ARTICLE II - UNION SECURITY</b> .....	<b>5</b>
SECTION A - UNION SECURITY .....	5
SECTION B - DUES CHECK-OFF .....	6
SECTION C - PEOPLE CHECK-OFF .....	6
<b>ARTICLE III - MANAGEMENT RIGHTS</b> .....	<b>7</b>
<b>ARTICLE IV - SETTLEMENT OF DISPUTES</b> .....	<b>8</b>
SECTION A - GRIEVANCE PROCEDURE .....	8
SECTION B - ARBITRATION.....	9
SECTION C - PROCESSING GRIEVANCES .....	10
SECTION D - UNION STEWARDS .....	10
<b>ARTICLE V - SENIORITY</b> .....	<b>10</b>
SECTION A - SENIORITY DEFINED .....	10
SECTION B - SENIORITY LIST .....	10
SECTION C - LAYOFF AND RECALL.....	10
SECTION D – BUMPING .....	11
SECTION E – RECALL.....	11
<b>ARTICLE VI - WAGES</b> .....	<b>11</b>
SECTION A - SALARY SCHEDULE .....	12
SECTION B - PAY PERIODS .....	12
<b>ARTICLE VII - HOURS OF WORK</b> .....	<b>12</b>
<b>ARTICLE VIII - GENERAL PROVISIONS</b> .....	<b>12</b>
SECTION A - NO DISCRIMINATION .....	12
SECTION B - DISCIPLINE .....	13
SECTION C - PREDISCIPLINARY HEARINGS.....	14
SECTION D - UNION BUSINESS.....	16
SECTION E - SUPPLEMENTAL AGREEMENT.....	16
SECTION F - RULES .....	17
SECTION G - NEW AND TERMINATED EMPLOYEES.....	17
SECTION H - LABOR MANAGEMENT MEETINGS .....	17
SECTION I - EMPLOYEES' RETIREMENT SYSTEM .....	17
SECTION J - PRINTING OF THE LABOR AGREEMENT.....	19
SECTION K – INCIDENTAL USE OF PRIVATE VEHICLES.....	19
SECTION L - SOCIAL SECURITY BENEFITS.....	19
SECTION M - RULES AND POLICIES .....	19
SECTION N - CONTRACT ADMINISTRATION .....	19
SECTION O - CITY-REQUIRED LICENSES/CERTIFICATIONS.....	19
SECTION P – TUITION REIMBURSEMENT .....	20
<b>ARTICLE IX - HEALTH AND WELL-BEING</b> .....	<b>20</b>
SECTION A - MEDICAL.....	20

SECTION B – HEALTH RISK ASSESSMENT.....	20
SECTION C – DENTAL .....	21
SECTION D – LIFE INSURANCE .....	21
SECTION E – LONG-TERM DISABILITY .....	21
SECTION F – VOLUNTARY LIFE INSURANCE.....	21
SECTION G – SECTION 125 PROGRAM .....	21
SECTION H - USE OF LEAVE FOR JOB-RELATED INJURIES.....	21
SECTION I - REPORTING OF ACCIDENTS .....	21
SECTION J - EMPLOYEE ASSISTANCE PROGRAM .....	22
<b>ARTICLE X - ILLNESS LEAVE.....</b>	<b>22</b>
SECTION A - ACCRUAL .....	22
SECTION B - BEREAVEMENT LEAVE.....	23
SECTION C- IMMEDIATE FAMILY .....	23
SECTION D - ILLNESS LEAVE PAYMENT .....	23
SECTION E - WASHINGTON STATE PAID FAMILY MEDICAL LEAVE.....	23
<b>ARTICLE XI - VACATION LEAVE .....</b>	<b>23</b>
SECTION A- VACATION ACCRUAL .....	23
SECTION B - DEFERMENT OF VACATIONS .....	24
SECTION C - HOLIDAY DURING VACATION LEAVE.....	24
SECTION D - WORK DURING VACATION PERIOD .....	24
<b>ARTICLE XII - OTHER LEAVE .....</b>	<b>24</b>
SECTION A - LEAVE OF ABSENCES.....	24
SECTION B - MILITARY LEAVE.....	25
SECTION C - JURY DUTY .....	25
SECTION D - UNION BUSINESS.....	25
SECTION E - EDUCATIONAL LEAVE.....	26
SECTION F - MATERNITY AND PATERNITY LEAVE .....	26
SECTION G - NATURAL DISASTERS .....	26
<b>ARTICLE XIII - LEAVE SHARING.....</b>	<b>27</b>
SECTION A - LEAVE SHARING.....	27
<b>ARTICLE XIV - HOLIDAYS.....</b>	<b>27</b>
SECTION A - HOLIDAYS .....	27
SECTION B – PERSONAL LEAVE .....	29
<b>ARTICLE XV - CONDUCT OF NEGOTIATIONS .....</b>	<b>29</b>
<b>ARTICLE XVI - STRIKES AND LOCKOUTS.....</b>	<b>30</b>
<b>ARTICLE XVII - SAVING CLAUSE .....</b>	<b>30</b>
<b>ARTICLE XVIII - DEFERRED COMPENSATION.....</b>	<b>30</b>
<b>ARTICLE XIX – CODE OF ETHICS .....</b>	<b>31</b>
<b>APPENDIX A.....</b>	<b>32</b>
<b>APPENDIX B.....</b>	<b>33</b>
<b>SIGNATURE PAGE.....</b>	<b>34</b>

**AGREEMENT BETWEEN**  
**THE CITY OF SPOKANE**  
**AND THE**  
**WASHINGTON STATE COUNCIL OF**  
**COUNTY AND CITY EMPLOYEES**  
**LOCAL 270-PA, AFSCME**

**JANUARY 1, 202~~4~~9 – DECEMBER 31, 202~~5~~3**

**PREAMBLE**

This Agreement entered into by the City of Spokane, hereinafter referred to as the Employer, and the Washington State Council of County and City Employees, Local 270-PA, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**TERMS OF AGREEMENT:** This Agreement shall become effective on the first day of January 202~~4~~9 and shall continue in full force and effect through the 31st day of December, 202~~5~~3.

The City and Union agree to negotiate in 202~~5~~3, for a contract effective January 1, 202~~6~~4, covering wages, benefits and conditions of employment. These negotiations shall begin upon written notice by either party.

**EMBODIMENT**

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

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or not settled, during the course of these negotiations. Such matters shall also not be subject to the grievance procedure.

During the life of this Agreement, maintenance of contract items shall be processed through the provisions of the Supplemental Agreement.



## **PRODUCTIVITY**

It is mutually agreed that the City management and Local 270-PA shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency.

## **ARTICLE I - RECOGNITION**

### **Section A - Bargaining Agent:**

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, benefits and other conditions of employment for all employees in the bargaining unit.

### **Section B - Management Employees:**

Those exempt employees, whom the Union and the City jointly recognize as being part of management, and excluded from the bargaining unit, are specified below.

- A. City Prosecutor
- B. Chief Assistant City Prosecutor

## **ARTICLE II - UNION SECURITY**

### **Section A - Union Security:**

The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated locals (hereinafter UNION) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with either the Local President or the Union Staff Representative.

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) calendar days of receipt of a properly completed request submitted to the appropriate agency payroll office. Such requests will be made on a Union payroll deduction authorization card.

- A. Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage and maximum dues to be deducted from the employee's salary.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation card via email to [C2everett@council2.com](mailto:C2everett@council2.com) within ten (10) calendar days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, home phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

Union payroll authorization cards are valid whether paper or electronic and either way the City agrees to keep a copy in a secure location which shall be made available for review to the Union.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union and the Employer in accordance with the terms and conditions of their signed authorization card. If the Employer determined that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement's grievance procedure.

The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to the implementation of this Article.

#### **Section B - Dues Check-Off:**

The Employer agrees to deduct, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union.

#### **Section C - PEOPLE Check-Off:**

The Employer agrees to deduct from the wages of any Union member a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written or electronically executed AFSCME authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union (AFSCME). The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union (AFSCME) together with an itemized statement showing the

name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the AFSCME PEOPLE program.

### **Section D – New Hire Orientation**

The Employer agrees to notify the Union Staff Representative in writing of any new positions and new employees. ~~A at least two (2) working days prior to the orientation of the new employee, the Employer shall provide an electronic format list with the names of the employees, job title, local affiliation and Department to the Union Local President and Staff Representative.~~ A Union official shall, at no loss of pay, be granted up to thirty minutes, at the conclusion of the orientation presentation, to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorization and Union insurance.

## **ARTICLE III - MANAGEMENT RIGHTS**

**Section A:** The City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. These rights include, but are not limited to, the right:

1. to determine the City's mission and policy and to set forth all standards of service offered to the public;
2. to plan, direct, control and determine the operation of services to be conducted by the employees of the City.
3. to determine the methods, means, and number of personnel needed to carry out the departments' missions;
4. to direct the work force;
5. to hire, assign, transfer, promote exempt employees;
6. to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
7. to move work in or out of the bargaining unit;
8. to make, publish and enforce rules and regulations;
9. to introduce new or improved methods, equipment, or facilities;
10. to contract out for goods and services;
11. to take any and all actions necessary to carry out the mission of the City in situations of civil emergency as may be declared by the City.

**Section B:** The parties recognize that this listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of employee relations not explicitly made the right of the Union by agreement. The parties acknowledge that the City may take unilateral action in any area as long as such action is not contrary to a provision in this Agreement.

**Section C:** The Mayor and City Council at all times maintain the sole authority to determine the purpose and mission of the City and the amount and allocation of the City's budget.

**ARTICLE IV - SETTLEMENT OF DISPUTES**  
**(GRIEVANCE PROCEDURE)**

**Section A - Grievance Procedure:**

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provisions of this Agreement.

There shall be no retaliation against any employee for exercising their rights to file a grievance under this Article. Should retaliation occur, the Employer will take appropriate action against any employee who retaliates against a Local 270-PA member.

At each step of the grievance process, written notification supplied to the Union by the Employer shall be copied to the Human Resources Director or the City Administrator's designee.

Within five (5) working days from its occurrence, or the date on which he/she first became aware of it, the aggrieved employee may discuss the complaint with the immediate supervisor, with Union representation present, if desired. The supervisor shall provide a verbal decision within five (5) working days. If settled, no further action shall be taken. If the complaint process is not used then the Union shall have twenty (20) working days from occurrence, or from the day they become aware of it, to initiate Step 1.

**Step 1:** If not resolved on an informal discussion basis, the complaint shall be considered a grievance and shall be reduced to writing on an official grievance form and signed by the aggrieved within fifteen (15) working days from the date of the verbal decision and submitted to the immediate supervisor. Unless otherwise agreed to by the parties, the supervisor in this written step shall be that level of supervision that is out of the jurisdiction of Local 270-PA. The immediate supervisor shall provide a written answer within five (5) working days of the date of submission with copies to the Human Resources Director or City Administrator's designee. If the informal process was not used, the supervisor will have ten (10) working days to respond.

**Step 2:** Provided the grievance is not settled satisfactorily at Step 1, the grievance shall then be submitted in writing to the appropriate department head within five (5) working days. The department head shall submit a written answer within five (5) working days.

**Step 3:** If the grievance is not settled at the department head level, it shall be submitted by the Union Business Representative to the Human Resources Director or City Administrator's designee within five (5) working days after receipt of the written response from the department head. The Human Resources Director or City Administrator's designee shall investigate the matter, meet with the Union Business Representative within ten (10) working days after submission and provide a written answer to the Union Business Representative within five (5) working days after meeting on the issue. Prior to submitting a response to the Union Business

Representative, the Human Resources Director or City Administrator's designee may confer with the City Administrator. The City Administrator shall indicate on the response to the Union Business Representative, his/her concurrence with the response.

Failure of either party to comply with the time limits set forth above will serve to declare the grievance as settled based upon the last request or the last answer received and no further action shall be taken. The time limits as specified in any step may be extended by mutual agreement of the parties.

Any Employer grievance will be filed by the Human Resources Director or City Administrator's designee with the Union Business Representative at Step 3.

### **Section B - Arbitration:**

Any matter which has not been resolved by the grievance procedure may be submitted to arbitration by the aggrieved party without the consent of the other party. Within ten (10) working days following the completion of the process the aggrieved party shall notify the other party in writing of their intent to invoke the arbitration process. The parties may meet to discuss a settlement of the issue. If no agreement is reached within twenty (20) working days after notification is given, the moving party shall notify the selected arbitrator of the pending case. The City and Local 270-PA shall agree to a list of three (3) arbitrators to hear, in rotation, any pending cases with the City and Local 270-PA. If no one can be mutually agreed upon, the two sides will request a list of qualified arbitrators from the Public Employment Relations Commission. This list shall contain nine (9) names. The list used shall be developed from the list of nine (9). Should it become necessary to replace one of the arbitrators selected, the process shall be repeated until a list of three (3) is maintained. It is mutually agreed that once selected, the arbitrators selected shall serve until formally replaced. The parties agree:

1. The arbitrator should hear the case within twenty (20) working days after the case is presented. The arbitrator shall then make a written report of findings to Local 270-PA and to the City within fifteen (15) working days after the hearing is concluded. The decision of the arbitrator is final and binding on both parties. The arbitrator shall establish the rules of procedure. The final decision of the arbitrator shall be implemented as soon as possible but in any case no later than thirty (30) days after the decision is rendered. The arbitrator shall have no authority to amend, alter or modify this Agreement or its terms and shall limit recommendations solely to the interpretation and application of this Agreement. The above time limits of this provision may be extended by mutual agreement or request of the arbitrator.
2. Each grievance or dispute will be submitted separately except when the City and the Union mutually agree to have more than one grievance or dispute submitted to the arbitrator.

3. The expenses of the arbitrator and related stenographic expenses shall be borne by the losing party.

### **Section C - Processing Grievances:**

Shop stewards may investigate and process grievances during working hours without loss of pay. In order to maintain the progress of work, shop stewards will obtain permission of their immediate supervisor before leaving their place or station of work to investigate a grievance or handle a complaint or other labor matter. Permission of the supervisor will not be unreasonably withheld and complaints concerning alleged improper withholding of permission will be subject to the grievance procedure. Shop stewards shall use judgment in deferring action or investigation on disputes or complaints when the progress of the work is critical.

### **Section D - Union Stewards:**

The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Union.

## **ARTICLE V - SENIORITY**

### **Section A - Seniority Defined:**

1. **Job Classification Seniority:** The length of continuous service in the employee's job classification. Job classification seniority shall be used in determining vacation preference, layoffs, work assignments, etc.
2. **Departmental Seniority:** The length of continuous service in the employee's present department. Departmental seniority shall be the determining factor if the job classification seniority is equal.
3. **City Seniority:** The length of cumulative employment with the City of Spokane. In the matter of job openings, vacancies, transfers, new positions, and layoffs, seniority shall be applied.

Cumulative is defined as total service with the City; however, this does not apply to an employee whose employment with the City is terminated for any reason, other than layoff, and is rehired at a later date.

### **Section B - Seniority List:**

The City shall prepare a list of full time employees showing their seniority and deliver the same to the Union ~~once a year, at the end of each quarter (March, June, September, December).~~ Upon completion of their probationary period, new employees shall be added to the seniority list. The list shall reflect the employee's name, ~~classification and~~ date of appointment, departmental seniority and length of service with the City.

### **Section C - Layoff and Recall:**

1. Seniority as defined in Section A above shall be followed if layoffs are to occur. All authorized leave with pay shall be considered as time worked.

2. The parties agree that the effect of a layoff is negotiable; therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the Bargaining Unit and any subsequent recall. Prior to any actual layoff, Labor/Management will consider acceptable alternatives to layoffs.
  - a. No layoffs shall be executed as long as there are temp/seasonal, part-time or extra help Prosecutors working;
  - b. In the event of a layoff for any reason, Prosecutors shall be laid off in the inverse order of the departmental seniority in their job classification. In the event of a tie in department seniority, then total length of service as an Attorney, ~~with the City Prosecuting Attorney's Office~~ shall prevail.
  - c. Prosecutors being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days.

#### **Section D – Bumping:**

If a member is laid off and that member has greater seniority than that of other members in a lower job classification or a previously held job classification, he/she may then bump the least senior, lower class member. The member who has been bumped shall then have the same opportunity to bump downward.

#### **Section E – Recall:**

1. Prosecutors who are laid off, ~~or bumped in lieu of layoff~~, shall have the first opportunity to fill vacancies in their former classification by order of seniority.
2. Prosecutors shall retain all benefits and seniority accrued prior to layoff when recalled to work, minus the time laid off.
3. Recall rights under this provision shall be limited to eighteen (18) months from the date of layoff. Prosecutors may refuse a recall once. A second refusal to return to work will remove a Prosecutor from the recall list. Laid off Prosecutors who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off Prosecutor or hand delivered to the Prosecutor.
4. Any temporary or extra help work required by a department in a job classification in which there are Prosecutors on layoff shall be offered to laid off Prosecutors.

### **ARTICLE VI - WAGES**



**Section A - Salary Schedule:** Employees shall be compensated in accordance with the salary schedule in Attachment A. Attachment A is hereby incorporated by reference as part of this Agreement.

**Section B - Pay Periods:** Salaries and wages of employees shall be distributed exclusively by direct deposit into employees' bank or credit union accounts on established pay days.

**Section C – Overtime:** Beginning January 1, 2024, Prosecutors are considered salaried-overtime-eligible under Washington law. Permanent employees shall be compensated at time and one-half (1-1/2) the employee's hourly rate of pay or compensatory time off shall be granted for work under any of the following conditions:

1. All work performed in excess of eight (8) hours in any workday.
2. All work performed in excess of forty (40) hours in any workweek.
3. All work performed on regular days of rest.

**Section D – Compensatory Time:** When an employee works overtime, the employee may elect to choose overtime pay or compensatory time off at time and one-half (1-1/2) for each hour worked. The employee shall inform the immediate supervisor, before the end of the overtime worked, whether overtime pay or compensatory time is desired. When an employee desires to use accrued compensatory time, the supervisor shall make the necessary accommodations to allow for the desired time to be used.

While not mandatory, compensatory time should be taken off within ninety (90) days from the date the overtime is worked. Compensatory time accrual is limited to a maximum of one hundred twenty (120) hours. Prior written approval requested by the supervisor from the Human Resources Director or City Administrator's designee must be received in order to accrue more than one hundred twenty (120) hours. Every year, compensatory time accrued by the last pay period in September may be cashed out the first pay period of October. The employee shall designate the number of hours to cash out, up to eighty (80). Employees have the option to decline a cash out.

**Section E – Overtime for Seasonal and Temporary Employees:** Seasonal and temporary employees shall be compensated at time and one-half (1-1/2) the employee's regular hourly rate of pay or compensatory time off on an hour and one-half (1-1/2) for hour basis for all hours worked in excess of eight (8) hours in a day or forty (40) hours in any work week.



## **ARTICLE VII - HOURS OF WORK**

### **Section A – Normal Office Hours**

~~Prosecutors are professional employees and as such are considered “salaried” and exempt for the purposes of the Federal Fair Labor Standards Act. As salaried employees, they are paid for a product and not the hours required to accomplish their work. The City of Spokane offers personal leave to these employees in recognition of the fact that they typically put in more than forty (40) hours of work a week.~~ The normal office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The two (2) rest days are Saturday and Sunday. Flex time and/or alternative work schedules must have management’s prior approval.

#### **1. Project Pay**

The Mayor or designee may authorize a flat biweekly payment to an employee who is required to perform a function or project that may or may not be outside of their normal work responsibilities and which requires the employee to work a substantial amount of extra work time. This sum will be paid each pay period during the work assignment. Requests for approval for the payment shall be in writing and state the circumstances that warrant the payment. The authorization shall require the prior written approval of the department head and the Human Resources Director, who will set the amount of additional compensation, subject to negotiations with the Union, for the function or project. The project will state a beginning and ending timeframe and must not exceed six (6) months. If an extension of time is needed, a new request must be submitted.

#### **2. Variable Work Schedule**

Supervisors shall encourage variable work schedules to reduce the number of extra work hours required. Employees are not required to use other leave for occasional absences of less than two hours in a workweek. The variable work schedule shall be flexible enough to accommodate any unforeseen situations that could arise on a daily basis.

## **ARTICLE VIII - GENERAL PROVISIONS**

### **Section A - No Discrimination:**

The City agrees not to discriminate against any employee on the basis of activity on behalf of, or membership in, the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The City and the Union agree to comply with State and Federal laws covering discrimination involving employees or applicants for employment.

**Section B - Discipline:**

1. **Introduction:** The disciplinary procedures, including predisciplinary hearings and access to the grievance procedure, apply only to permanent/ probationary employees. However, a temporary-seasonal employee who is discharged for cause shall be entitled to a predisciplinary hearing if the employee has completed ninety (90) working days of service with the City in the 12-calendar months prior to that act which gave rise to the discipline; that employee shall also have access to the grievance procedure through Step 3. Termination of a probationer on an original-entrance appointment or failure of a probationer on promotion probation shall not be considered a disciplinary action. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee or the public.

The City will continue to administer discipline in accordance with the "Just Cause" concept. Disciplinary action shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion for cause
- Discharge

Should the City choose to initiate the disciplinary process against any employee, such action must be initiated within thirty (30) working days from the date the City became aware of the alleged incident or the right to initiate such disciplinary action may be waived by the Human Resources Department.

2. **Right of Appeal:** Permanent employees (completed probation) shall have the right to take up the suspension and/or discharge as a grievance if probation requirements have been met. Employees who are suspended or terminated by the City of Spokane and exercise their right to appeal under the terms of the grievance procedure shall submit their grievance at Step 3 of the Grievance Procedure with submission of the Official Grievance Form to the Human Resources Director or City Administrator's designee, with a copy to the appropriate department head of the suspended or terminated employee. Such grievance shall be submitted at Step 3 by the Union Staff Representative within twenty (20) working days of the termination of employment unless an extension of time is agreed to by the parties.
3. **Right of Petition:** With the exception stated in Section B (1) above, any probationary who has not met the minimum service requirements and is discharged shall have the opportunity, upon request, for a hearing with the

Human Resources Director or City Administrator's designee or designated representative from the Human Resources Department. However, this decision shall not be subject to the grievance procedure. The Union representative shall have the opportunity to be present at this hearing. If the Human Resources Director or City Administrator's designee or the designated representative agrees with the employee and the Union representative that an injustice has occurred, every effort will be made to provide an equitable remedy.

4. **Counseling by Supervisor:** Supervisors are encouraged to counsel their employees when performance or conduct drops below that which is acceptable. Such counseling is informal and should be corrective in nature. At the supervisor's discretion, the counseling session may be reduced to writing either on the Record of Counseling form or in memorandum form. The employee should sign the form or memorandum and shall be given a copy of it. A copy should also be kept in the departmental files; no other copy shall be distributed.

Documentation of a counseling session may not be used as a basis for disciplinary action against the employee. The only basis the documentation serves is to substantiate that the employee was notified of a deficiency and of corrective action needed.

When the deficiency has been corrected to the supervisor's satisfaction, the departmental copy of the Record of Counseling or memorandum shall be destroyed and the employee so notified. Any Record of Counseling or memorandum documenting a counseling session shall be considered null and void one (1) year after its date.

### **Section C - Predisciplinary Hearings:**

1. The Human Resources Department shall be notified of any need of a predisciplinary hearing. The Human Resources Department shall arrange for the predisciplinary hearing by coordinating the date and time of the hearing with the Union Staff Representative and the affected department. Each hearing will be held in accordance with the current personnel policy (HR-19) as published by the City of Spokane and signed by the City Administrator.
2. If a supervisor conducts an investigatory interview with an employee suspected of wrongdoing, the supervisor at the outset shall notify the employee of his/her right to Union representation.
3. Predisciplinary hearings shall be conducted before an employee receives a written reprimand, is suspended, demoted, or discharged for cause. Predisciplinary hearings are not required before an employee is reprimanded orally. Predisciplinary hearings are required also if at the end of the investigation the probable disciplinary action is in doubt.

4. Any employee that is asked to submit to a predisciplinary hearing shall be advised of their right to Union representation if they so choose.
5. In any predisciplinary hearing, the employee will under no circumstances be required to testify against their interests. The nature of the hearing is such that each employee is encouraged to answer all questions in an open and honest manner so as to provide all parties with a clear understanding of the facts.
6. The employee and representative shall be provided any and all documentation relative to the instance(s) giving rise to the predisciplinary hearing. Copies of either a counseling form or a letter of counseling that are an outgrowth of a predisciplinary hearing will be forwarded to the Union office.
7. If requested, the employee and representative shall be given a reasonable amount of time to respond to any and all allegations relative to the purpose of the hearing. The employee may respond in writing, if desired, and the predisciplinary hearing shall be recessed until the response is prepared.
8. Predisciplinary hearings shall be conducted in a manner to cause the least embarrassment to the employee, and the parties to the predisciplinary hearing shall not discuss any matters from the hearing with other employees, supervisors or management, unless they are specifically involved in the predisciplinary hearing or have information relative to the case at hand.
9. The use of predisciplinary hearings shall supersede and take precedence over any department rule, policy or procedure.
10. An employee may be placed on administrative leave with pay pending disciplinary action.
11. **Retention of Records:** Disciplinary actions will be kept in the employee's Civil Service file for the time period listed below:
  - a. Letters of Suspension 3 years
  - b. Letters of Reprimand 2 years

After the expiration of the retention time periods and similar incidences have not occurred, records shall be considered void. The employee may also request records that are void be returned to him/her.

The above time periods shall serve as a minimum standard that Management may, based on the severity of the offense and negotiated with the Union, extend by a statement in the disciplinary paperwork.

12. Any discipline issued under this article shall be a confidential matter between the Employer and employee, not to be discussed, posted or otherwise disseminated. Discipline is not meant to embarrass, but to correct.

**Section D - Union Business:**

The City agrees that during the life of this agreement that accredited representatives of the Washington State Council of County and City Employees, whether local or international representatives, shall have full and free access to the premises of the City at any time during working hours for the purpose of administering the Agreement, negotiating new contractual items, or investigating problems when such investigations may forestall grievances or disputes.

The Local Union President or designee shall be allowed such time as needed to carry out the duties of the office. This time shall be used to attend meetings, administer the grievance procedure, attend predisciplinary hearings, or any other Union business.

Other matters of mutual concern shall be brought to the labor/management meetings for the purpose of discussing an acceptable method to solve each problem.

The City of Spokane agrees that the President of the Local and specified others, who have been identified to the City in writing, shall have full and free access to the system available on the desktop computers and telephones at anytime during work hours. The work allowed shall be such Union business as appropriate.

The City and the Local agree that any problems that arise from this will be resolved through a labor/management meeting.

**Section E - Supplemental Agreement:**

The parties mutually agree that supplemental agreements and/or memoranda of understanding (MOUs) shall be used solely for the purpose of maintenance of contract matters and shall not be used to discuss items of cost unless mutually agreed upon.

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

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

Supplemental agreements and/or MOUs thus completed shall become a part of the larger Agreement and subject to all its provisions. Supplemental agreements and/or MOUs that have been negotiated during the term of an Agreement shall be incorporated into the successor Agreement. Any supplemental agreement or MOU that pre-dates the successor

Agreement, and was not incorporated into the successor Agreement, is null and void upon the effective date of the successor Agreement.

**Section F - Rules:**

Employees are expected to maintain good conduct in respect to their positions as public employees. New work rules and existing rules shall be reviewed and signed by the Human Resources Director or the City Administrator's designee. New rules shall be reviewed with the employees and posted on the bulletin board before they shall become effective. It shall be the policy of the City to administer new and existing work rules in a uniform manner. Copies of any new rules or changes in existing rules shall be forwarded to the Union representative and subject to negotiations if requested.

**Section G - New and Terminated Employees:**

The City agrees to furnish the Union each month a listing of all new eligible bargaining unit employees who are hired or terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations and home address.

**Section H - Labor Management Meetings:**

It is mutually agreed that the negotiating committee for Local 270-PA and the negotiating committee for the City shall conduct regular labor/management meetings for the purpose of resolving problems that may arise. Safety items shall be included as eligible topics for discussion in labor/management meetings. Meetings shall be held by mutual agreement as necessary to conduct business.

**Section I - Employees' Retirement System:**

The City and Local 270-PA agree that Spokane Employees' Retirement System (SERS) benefits provided for bargaining unit employees fall within the intent and meaning of Article I, Section A, of the Agreement, and such benefits shall be negotiated. The Union agrees to all of the Spokane Municipal Code, Chapter 03.05 (as of the effective date of this Agreement), provisions regarding SERS.

**SERS Contributions**

The contribution rate to the retirement system as of the effective date of this contract is ~~9.75~~11.00%, paid by each employee and matched by the City.

Subject to approval by the Retirement Board and the City Council, in the event that an official actuarial report, prepared at the direction of the Retirement Board, indicates that the current total contributions are less than the employee contributions plus the Actuarially Determined Employer Contribution Rate, the City will increase employee and City retirement contributions by up to 1% of annual pay without further negotiation. Increases pursuant to this section are limited to one increase per calendar year.

Additionally, subject to approval by the Retirement Board and the City Council, in the event that an actuarial report indicates that the Plan has reached 100% funded status the City may decrease employee and City contributions by up to 1% of annual pay without further

negotiations. Decreases pursuant to this section are limited to one decrease per calendar year.

**SERS Benefit Tiers:**

**Tier 1:** Employees hired prior to January 1, 2009, shall be entitled to elect at the time of retirement whether to receive the Tier 1, Tier 2, Tier 3, or Tier 4 benefit. The Tier 1 benefit is described in full in the Spokane Municipal Code, Section 03.05.160, and the key provisions are as follows:

1. Retirement benefit of 2.15% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 64.5% (30 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with 5 years of creditable service, or at age 62.

**Tier 2 (Rule of 75):** Employees hired on or after January 1, 2009, but before January 1, 2015, shall be entitled to elect at the time of retirement whether to receive the Tier 2, Tier 3, or Tier 4 benefit. The Tier 2 benefit is described in full in the Spokane Municipal Code, Section 03.05.165, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 75, or at age 62.

**Tier 3 (Rule of 80):** Employees hired on or after January 1, 2015, but before January 1, 2018, shall be entitled to elect at the time of retirement whether to receive the Tier 3 or Tier 4 benefit. The Tier 3 benefit is described in full in the Spokane Municipal Code, Section 03.05.166, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 80, or at age 65.

**Tier 4 (Rule of 90):** Employees hired on or after January 1, 2018, shall receive the Tier 4 benefit, assuming all other impacted bargaining units have agreed to adopt Tier 4 by that date. The key provisions of the Tier 4 benefit are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 80% (40 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50 with no penalty/actuarial reduction with 30 years of service or if the, employee's age plus years of creditable service equaling at least 90, or at age 65.



4. If an employee retires with less than 30 years of service, an Early Retirement Factor of 2.5% will be applied for each year under age 65.
5. For calculation of the employee's highest consecutive three-year average compensation, overtime compensation will be capped at 120% of an employee's annual base salary.

The City and the Union mutually agree that during the life of this Agreement matters concerning employees' retirement benefits and contributions shall be placed with the Retirement Board. Should a new actuary study indicate improvements in benefits without additional contributions, the Union reserves the right to recommend to the Retirement Board that said benefits be implemented.

**Section J - Printing of the Labor Agreement:**

The City of Spokane and Local 270-PA mutually agree to print the labor agreement and to share the cost equally.

**Section K – Incidental Use of Private Vehicles:**

The prevailing state mileage rate shall be paid to employees who use their private vehicles for official City business when such use has been authorized in advance.

**Section L - Social Security Benefits:**

The City agrees to continue payments for Social Security benefits during the term of this Agreement.

**Section M - Rules and Policies:**

Citywide policies signed by the City Administrator shall cover all employees in classifications covered by this Agreement.

Copies of citywide policies shall be forwarded to the Union representative and subject to negotiations if requested. Policies in effect upon the signing of this Agreement, remain in full force.

**Section N - Contract Administration:**

The parties agree that the administration of this Agreement and all issues relating to the interpretation, application or meaning of this contract will be handled through the Human Resources Director or City Administrator's designee of the City of Spokane or a designee from the Human Resources Director. The Union Staff Representative, Local President or their designee shall be responsible for all issues regarding employees covered by this Agreement.

**Section O - City-Required Licenses/Certifications:**

With the exception of the basic driver's license, the City shall pay for licenses or certifications required by the City. The City shall continue to pay seven hundred fifteen dollars (\$715.00) per member per year for Continuing Legal Education (CLE). The City shall continue to pay Washington State and Spokane County Bar dues for each member.



**Section P – Tuition Reimbursement:**

The City and Union agree to follow the City’s personnel policy on Tuition Reimbursement, subject to the following modification:

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

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

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

**ARTICLE IX - HEALTH AND WELL-BEING**

**Section A - Medical:**

The City agrees to continue to provide four (4) medical plans: City Plan III, City Plan IV, Group Health I, and Group Health II for the term of this Agreement. The level of coverage provided shall not be reduced during the term of the Agreement without negotiations, even in the event the carrier of said coverage is changed.

The City’s contribution to each tier of each medical plan will be set at 4% over the prior year’s City contribution, and the employee will be responsible for the remaining premium. Either the City or the Union may request a medical opener to discuss plan design changes should medical rates increase more than 4% a year, or if the City implements any new plans with other bargaining units.

Domestic Partner benefits are available for bargaining unit employees.

**Section B – Health Risk Assessment:**

Employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee (currently \$25/month and subject to change annually) waived (i.e. it will be paid by the City department rather than by the employee).

Health Risk Assessment surveys for existing employees shall be completed during Open Enrollment to have the following year’s monthly fee waived. For example: Employees who do not complete Health Risk Assessment surveys during Open Enrollment 2020 will be charged the monthly fee January – December 2021.

Health Risk Assessment surveys for new employees shall be completed by the time their medical benefits begin (the first of the month following one month of service) to have the remainder of the year's monthly fee waived.

**Section C – Dental:**

Employees will participate in the Delta Dental PPO program and the City will provide employee and dependent dental coverage for Local 270-PA employees throughout the term of this Agreement.

**Section D – Life Insurance:**

Effective January 1, 2010, the City will provide employee life insurance coverage equal to one and one-half (1½) times the annual salary to a maximum of one-hundred thousand dollars (\$100,000) throughout the term of this Agreement.

The City will provide six thousand dollars (\$6,000) life insurance for spouses and two thousand dollars (\$2,000) for dependent children.

**Section E – Long-Term Disability:**

The City will provide long-term disability insurance for Local 270-PA employees throughout the term of the Agreement.

**Section F – Voluntary Life Insurance:**

The City agrees to offer a voluntary life insurance program throughout the term of this Agreement.

**Section G – Section 125 Program:**

The City agrees to offer a Section 125 program throughout the term of this Agreement.

**Section H - Use of Leave for Job-Related Injuries:**

An employee may use illness and/or vacation leave when off work due to an on-the-job- injury. The employee has the option of using or not using illness and/or vacation leave; however, once the employee has made a choice, the employee may not subsequently choose another option. Should the employee choose to use illness and/or vacation leave, the employee will not be placed on a leave of absence until the leave(s) chosen are exhausted. Should the employee elect to use vacation leave, that leave may not be used for the buy-back feature; however, vacation leave may be used up to the percentage of time not covered by time-loss benefits. Should the employee elect to use illness and vacation leave, they would be used serially in the order specified by the employee.

The City shall maintain an industrial insurance program through the Washington State program.

**Section I - Reporting of Accidents:**

All injuries that occur during working hours must be reported to the employee's immediate supervisor on the day of injury before he leaves his department of employment. "Employee's Report of Injury" forms will be provided in convenient locations.

**Section J - Employee Assistance Program:**

In an effort to fully meet the requirements and expectations of the Drug-Free Workplace Act of 1988 and the Americans with Disabilities Act, the City shall provide its employees with an employee assistance program. The City agrees to meet and confer with the Local concerning any proposed changes to the EAP.

**ARTICLE X - ILLNESS LEAVE**

**Section A - Accrual:**

Cumulative illness leave with pay shall accrue to each permanent full-time City employee at the rate of four (4) hours for each bi-weekly pay period. Permanent part-time employees shall accrue illness leave on a pro rata basis. In order to accrue sick leave, the employee must be in a paid status for eighty percent (80%) of that pay period. Total accumulation of sick leave shall be unlimited for all employees hired before January 1, 2017. For all employees hired on or after January 1, 2017, illness leave banks are capped at 960 hours (120 days).

Temporary seasonal employees shall accrue one (1) hour of paid sick leave for every forty (40) hours worked, including overtime. Sick leave begins accruing when a temporary seasonal employee starts, however they cannot use their accrued leave until after ninety (90) calendar days of employment. Temporary seasonal employees accrued sick leave may not be capped, however they may carryover their unused accrued sick leave balance into the following year. Temporary seasonal employees unused sick leave benefits are forfeited upon termination of employment. Should a temporary seasonal employee be rehired within twelve (12) months after separating with the City, their previous employment will be counted towards the eligibility waiting period and any forfeited paid sick leave will be restored.

Illness leave may be used anytime by the employee when that employee is incapable of reporting to work due to illness or injury to that employee. Illness leave may also be used in the case of an emergency or serious illness\* to a member of the employee's immediate family or to care for a sick child under the age of 18. An employee may be required to furnish evidence supporting the need for the use of illness leave.

Under RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, parent-in-law, spouse, certified domestic partner, child or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave Sharing benefits is subject to the existing requirements and approval process as stated in Article XII. FMLA leave will continue to be governed by City policy HR-23.

\*Serious illness shall not be construed as being defined as hospitalization only.

**Section B - Bereavement Leave:**

All permanent employees shall be permitted to use up to and including three (3) days illness leave with full pay in the event of a death in the immediate family. Upon request, two (2) additional days of illness leave shall be granted when the one-way travel is a distance of 250 miles or more. It will be the responsibility of the employee to provide justification for the travel in the event such justification is requested by the employee's supervisor. Additional sick leave may be granted upon request to the Human Resources Director or City Administrator's designee by an employee.

**Section C- Immediate Family:**

A permanent employee's immediate family shall consist of spouse, certified domestic partner, parents (parental in-laws), brothers, sisters, brother-in-law, sister-in-law, children, grandchildren, grandparents or more distant relatives if living as a member of the employee's immediate household.

**Section D - Illness Leave Payment:**

1. Forty percent (40%) of an employee's accrued illness leave to a maximum of nine hundred sixty (960) hours shall be paid to the City employees upon retirement or to the employee's estate in the event of death. The amount of the accrued illness leave shall be calculated at the employee's rate of pay at the time of retirement or death. The maximum illness leave payment shall be 960 hrs. x 40% = 384 hrs.
2. An employee with a minimum of five (5) years of service with the City who terminates service in good standing, ( i.e. layoff, two (2) weeks notice from employee), will receive a twenty-five percent (25%) payout of sick leave balance up to a maximum accrual of nine hundred sixty (960) hours.

**Section E – Washington State Paid Family and Medical Leave**

~~Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which began January 1, 2020 is established by Washington state law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total fourth-tenths of one percent (0.40%) of the employee's wages (unless otherwise limited by actions of the State). Employees will be responsible for paying their own portion of the state mandated premium, which will be done through Payroll deduction. The City of Spokane and Local 270-PA mutually agree that medical and family leave will be administered in compliance with State and Federal regulations.~~

**ARTICLE XI - VACATION LEAVE**

**Section A- Vacation Accrual:**

The following vacation allowance is in effect for all permanent full-time employees hired before January 1, 2017:

<u>Service</u>	<u>Bi-Weekly Accrual</u>	<u>Maximum Accrual</u>
First 4 years	3.70	200
Begin 5th through 10th	5.24	273.52
Begin 11th	5.55	289.72

Begin 12th	5.85	305.38
Begin 13th	6.16	321.56
Begin 14th	6.47	337.74
Begin 15th through 19th	6.78	353.92
Begin 20th	8.32	435
Begin 25th	9.00	435
Begin 30th	9.50	435

The following vacation allowance is in effect for all permanent full-time employees hired on or after January 1, 2017:

<u>Service</u>	<u>Bi-Weekly Accrual</u>	<u>Maximum Accrual</u>
First 4 years	3.70	200
Begin 5th through 10th	5.24	273.52
Begin 11th	6.16	321.56

In order to accrue vacation, the employee must be in paid status for eighty percent (80%) of that pay period. Employees who work on a regular basis of twenty (20) or more but less than forty (40) hours per week shall accrue vacation on a pro-rata basis.

After completion of six (6) months' service employees may use vacation up to and including the amount accrued provided approval is obtained by the supervisor. Workload requirements and continuity of City service shall be the compelling factors in scheduling vacations.

**~~Section B - Deferment of Vacations:~~**

~~All permanent City employees are expected to utilize a minimum of ten (10) working days vacation each year. Permanent employees may defer a portion of their vacation allowance, not to exceed two times their annual vacation accrual or 200 hours, whichever is greater.~~

**Section BC - Holiday During Vacation Leave:**

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

**Section CD - Work During Vacation Period:**

Before it becomes necessary to cancel an employee's approved vacation, attempts will be made to secure a replacement for the employee. Should the employee be required to work during a pre-approved vacation period at the request of the City, the employee may be reimbursed for any such pre-paid, nonrefundable loss after providing appropriate documentation to the City Human Resources Department. The Human Resources Director or City Administrator's designee will make this determination.

**ARTICLE XII - OTHER LEAVE**

**Section A - Leave of Absences:**

Leaves of absence shall be granted by the City for a serious illness or accident for permanent employees.

**Section B - Military Leave:**

Any employee who is a member of a reserve force of the United States, or of this State, and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States, or this State, shall be granted a leave of absence during the period of such activity. The same shall apply to employees who serve the United States as a result of the Selective Service Act.

This section shall be in compliance and in accord with any State or Federal law regarding the subject.

- (a) Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in sections (b.) and (c.) below. This leave is separate from any leave required by state or federal law for training for any branch of the United States Reserve Forces or the National Guard.
- (b) Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay.
- (c) Whether and to what extent a member called to active duty is covered by City-sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts as well as by superior state and federal law. Retirement benefits are governed by SMC Ch.3.05.

**Section C - Jury Duty:**

City employees as citizens are encouraged to serve on juries when they are called. Employees so called and asked to serve during working hours will experience no loss of pay. Employees called during the day shall report immediately by telephone to their supervisor for instructions as to whether to report for work for the remainder of the day.

**Section D - Union Business:**

Members of the Union, selected as Local 270-PA delegates to Union conferences, or conventions, shall be specifically identified by letter not later than ten (10) days prior to proposed absence. These members shall be granted paid leave for the period required to attend such Union functions. Such leave shall not be charged against the employee's leave. This leave would normally not exceed seven (7) working days per calendar year. Any leave of this nature is subject to the City Administrator's approval and shall not be arbitrarily withheld. Local Union negotiating committee members shall be afforded the necessary amount of time, without loss of pay, to conduct contract negotiations.

### **Section E - Educational Leave:**

Educational leave shall be administered in accordance with the personnel policies and regulations established by the City.

### ~~Section F – Maternity and Paternity Leave:~~

~~The City of Spokane and Local 270-PA mutually agree that maternity leave will be administered in compliance with State and Federal regulations for granting maternity leave.~~

~~The City of Spokane and Local 270-PA mutually agree that for paternity leave, male employees will be allowed to use a maximum of 160 hours of accrued sick leave for purposes of paternity leave under FMLA.~~

~~Employees may use other types of paid leave or compensatory time to cover remaining paternity leave. Consistent with FMLA requirements, paternity leave must be taken in one consecutive time period (not intermittently) within the first year after the date of birth or adoption.~~

### **Section EG - Natural Disasters:**

In the event of a natural disaster, fire, or an event creating an emergency beyond the employee's control, the employee may, on request, be granted up to three (3) days leave of absence with full pay not charged to sick leave, vacation, or any other leave bank, to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, representatives of Local 270-PA and the Human Resources Department will negotiate the matter and their decision will be final.

An employee wishing to receive administrative leave due to a natural disaster must, within forty-eight (48) hours of returning to work, submit a written request on the appropriate form to the department head, furnishing all relevant details. The department head, or designee, shall investigate the circumstances and decide upon the request. The decision may be to approve all, part, or none of the request. Approved administrative leave shall be hour for hour. A copy of the request, whether approved in full or in part or disapproved, shall be sent to the Human Resources Department.

If the request is disapproved or only partially approved, the employee may appeal to the Human Resources Director or City Administrator's designee who will negotiate the matter with Local 270-PA. That decision will be final.

The use of this leave will be restricted to those emergency situations that:

- couldn't be taken care of during the employee's off-duty time;
- physically prohibited the employee from coming to work;
- threatened personal safety or property damage if not taken care of immediately, or;
- caused physical damage to property that required immediate attention or action.



## ARTICLE XIII - LEAVE SHARING

### **Section A - Leave Sharing:**

Local 270-PA members may receive leave under the Leave Share Program if the employee suffers from a severe or extraordinary non-job related illness or injury which has caused or is likely to cause the employee to go on leave without pay or which may cause the employee to be terminated from City employment.

Local 270-PA members receiving the leave sharing benefit shall receive no more than one hundred and twenty (120) days of such leave during each ten (10) years of service with the City beginning with the date of employment which shall be non-cumulative at the time of applying for leave sharing.

Sick leave, vacation time, personal time, and floating holidays accrued while an employee is in paid leave status due to the use of shared leave must be used as it is earned.

## ARTICLE XIV - HOLIDAYS

### **Section A - Holidays:**

1. The following shall be recognized as paid holidays for permanent employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25
Four Floating Holidays	According to the provision of Section 2 of this Article

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

- a. Sundays shall be considered a day of rest and of religious worship, and shall not be considered holidays.
- b. When any of the above named holidays occur on a normal business day (Monday through Friday), the offices of the City government shall be closed in observance of such holidays, and the employees of the City with the exception of continuous operation and essential personnel, will be granted time off duty.

2. **Floating Holidays:**



- a. All new employees hired between January 2 and June 30 shall be eligible for thirty-two (32) hours of floating holiday hours for use in that year.
- b. All new employees hired on or after July 1 shall receive sixteen (16) hours of floating holidays for use in that year.
- c. Floating holidays may not be carried over into the next year.
- d. Unused floating holidays will not be paid off at termination.
- e. The floating holidays shall be taken at a time mutually agreeable by the employee and the supervisor.
- f. Employees who work four (4) ten (10) hour shifts may use floating holiday time ten (10) hours at a time.
- g. If the floating holiday request is identified by the employee for reasons of observing a religious holiday, the City will attempt to provide the day off.
- h. Employees shall be allowed to use floating holiday time on an hourly basis.

~~3. **Weekend Holidays:** When any day observed as a holiday by the City falls on a Sunday, the following Monday will be observed as a regular holiday or if any day observed as a holiday by the City falls on a Saturday, the preceding Friday will be observed as a regular holiday and the offices of the City government shall be closed. The employees of the City, with the exception of essential personnel, will be granted time off duty.~~

- ~~a. The above policy is applicable for employees on five (5) day, Monday through Friday schedule.~~
- ~~b. For the employees on a schedule other than a Monday through Friday workweek, the following will apply:
 
  - ~~(1) When a holiday observed by the City falls on an employee's first day of rest, the preceding day shall be recognized as their holiday.~~
  - ~~(2) When a holiday observed by the City falls on an employee's second day of rest, the following day shall be recognized as their holiday.~~
  - ~~(3) If the employee is required to work on a holiday as outlined in (1) and (2) due to essential operations, the employee will be compensated for that day.~~
  - ~~(4) Employees who work a compressed workweek have at least one (1) three (3) day weekend each pay period. To standardize observance for those employees, the following applies:
 
    - ~~(a) When a holiday observed by the City falls on the second day of an employee's three (3) day weekend, the employee may elect to observe the holiday on the last regular workday before the holiday or the first regular workday after the holiday providing that the day observed by the employee falls within the same pay period as the actual holiday.~~~~~~

~~(b) Employees whose presence on the job on their observed holiday is not essential shall be released from duty. Employees whose overlap day coincides with their observed holiday shall ordinarily not work the overlap day.~~

### **Section B – Personal Leave:**

~~As all members of Local 270-PA are considered professional employees and exempt from overtime, they~~ will be credited with forty (40) hours of personal leave at the beginning of each year. Such time is non-cumulative and must be used within the year. There will be no payoff for unused time.

New hires will be credited with personal time as follows:

- a. Forty (40) hours if hired by January 15;
- b. Thirty (30) hours if hired between January 16 and March 31;
- c. Twenty (20) hours if hired between April 1 and June 30;
- d. Ten (10) hours if hired between July 1 and September 30;
- e. Zero (0) hours if hired after September 30.

### **Use of Personal Leave**

2.1 Employees are eligible to use personal leave from the date of hire when approved in advance by their supervisor or the person authorized to grant such leave.

2.2 Personal leave shall be scheduled so as not to interfere with the essential operating requirements of the City. Whenever practicable, personal leave shall be granted at the preference of the employee.

2.3 Employees may take personal leave in the same manner as other leave.

## **ARTICLE XV - CONDUCT OF NEGOTIATIONS**

### **Section A:**

Negotiations will be conducted at a time and place mutually agreeable to the parties.

### **Section B:**

The City and Local 270-PA mutually agree to set up a bargaining calendar along with impasse procedure for negotiations. If no agreement is reached by September 15 of the PERC year, the following procedure will be followed:

#### **Impasse Procedure:**

In the event that the City and Local 270-PA fail to reach an agreement, it is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts, or other interruptions of work until the dispute is considered by an unbiased third party. It is further agreed that any decision rendered by the third party shall be given due consideration but will not be final and binding on either party.

**Step 1 - Mediation:**

The Union or the City management will present the dispute to the Public Employment Relations Commission or, by mutual agreement, the Federal Mediation and Conciliation Service, as soon as possible, but no later than October 7. If no satisfactory agreement is reached in thirty (30) days of mediation, the dispute will be submitted to:

**Step 2 - Impasse Panel with Fact-finding:**

A panel of three (3) area residents shall be selected within ten (10) days as follows:

- (a) Local 270-PA shall select one (1) member.
- (b) The City shall select one (1) member.
- (c) The third member to be selected by the first two.

The impasse panel shall gather all facts concerning the dispute and make settlement recommendations to the Union negotiators, the City negotiators and the City Council in Executive Session. It is further agreed that the impasse panel will publish their recommendations in the City newspaper within thirty (30) days.

**Step 3 - A 30-Day Negotiation Period:**

Upon receipt of the impasse panel's recommendations, the City and Local 270-PA agree to a thirty (30) day period in which the two parties shall continue to discuss the dispute and make every effort to resolve the remaining issues. During this thirty (30) day period, the terms and conditions of the collective bargaining agreement shall remain in full force and effect.

The above time limits may be extended by mutual agreement.

**ARTICLE XVI - STRIKES AND LOCKOUTS**

**Section A - Lockouts:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**Section B - Strikes:**

No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

**ARTICLE XVII - SAVING CLAUSE**

In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation, or be declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the intention of the parties thereto that all other provisions not made invalid shall remain in full force and effect.

Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XVIII - DEFERRED COMPENSATION**

The City agrees to make a deferred compensation plan available to Local 270-PA members. The City will match up to one hundred twenty dollars (\$120) per month.

In order to qualify for the matching contribution, the employee must be making a contribution to the deferred compensation program. Also, the employee must be making a contribution of the minimum required or at least as much as the matching contribution in order to get the full match.

### **ARTICLE XIX – CODE OF ETHICS**

The City’s Ethics Code, contained in Chapter 01.04A of the Spokane Municipal Code, shall apply to Local 270-PA members.

**APPENDIX A**  
**SALARY SCHEDULE**

The parties have agreed to the following cost of living increases for the duration of the contract.

Effective the pay period that includes January 1, 2024, a pay plan adjustment as outlined below:

<u>Step</u>	<u>Hourly</u>	<u>Est. Biweekly</u>	<u>Est Monthly</u>	<u>Est Annual</u>
<u>1</u>	<u>32.83</u>	<u>2,626</u>	<u>5,712</u>	<u>68,549</u>
<u>2</u>	<u>36.80</u>	<u>2,944</u>	<u>6,403</u>	<u>76,838</u>
<u>3</u>	<u>40.60</u>	<u>3,248</u>	<u>7,064</u>	<u>84,773</u>
<u>4</u>	<u>45.03</u>	<u>3,602</u>	<u>7,835</u>	<u>94,023</u>
<u>5</u>	<u>49.65</u>	<u>3,972</u>	<u>8,639</u>	<u>103,669</u>
<u>6</u>	<u>53.95</u>	<u>4,316</u>	<u>9,387</u>	<u>112,648</u>

Effective the pay period that includes October 1, 2024, a pay plan adjustment as outlined below:

<u>Step</u>	<u>Hourly</u>	<u>Est. Biweekly</u>	<u>Est Monthly</u>	<u>Est Annual</u>
<u>1</u>	<u>34.48</u>	<u>2,758</u>	<u>6,000</u>	<u>71,994</u>
<u>2</u>	<u>38.64</u>	<u>3,092</u>	<u>6,723</u>	<u>80,680</u>
<u>3</u>	<u>42.63</u>	<u>3,410</u>	<u>7,418</u>	<u>89,011</u>
<u>4</u>	<u>47.29</u>	<u>3,783</u>	<u>8,228</u>	<u>98,742</u>
<u>5</u>	<u>52.14</u>	<u>4,171</u>	<u>9,072</u>	<u>108,868</u>
<u>6</u>	<u>56.65</u>	<u>4,532</u>	<u>9,857</u>	<u>118,285</u>

In 2024, employees will remain at their current step until their annual anniversary date where they will receive a step increase. Step increases will occur annually until the top step is achieved.

**2025:** Effective the pay period that includes 07/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the February 2024 – February 2025 CPI-U (Seattle/Tacoma/Bellevue) and the February 2024 – February 2025 CPI-W (West B/C), subject to a minimum wage increase of two and one half percent (2.5%) and a maximum wage increase of four percent (4.0%).

~~2020: Effective the pay period that includes January 1, 2020, a pay plan adjustment as outlined below:~~

**PAY PLAN ADJUSTMENT TABLE**

<b>2020 Pay Plan Adjustment</b>		<b>Step</b>	<b>Hourly</b>	<b>Est Biweekly</b>	<b>Est Monthly</b>	<b>Est Annual</b>
<del>100%</del>	<del>1</del>	<del>\$</del>	<del>28.74</del>	<del>\$ 2,299.20</del>	<del>\$ 5,000.76</del>	<del>\$ 60,009.12</del>
<del>100%</del>	<del>2</del>	<del>\$</del>	<del>31.40</del>	<del>\$ 2,512.00</del>	<del>\$ 5,463.60</del>	<del>\$ 65,563.20</del>
<del>101%</del>	<del>3</del>	<del>\$</del>	<del>34.54</del>	<del>\$ 2,763.20</del>	<del>\$ 6,009.96</del>	<del>\$ 72,119.52</del>
<del>102%</del>	<del>4</del>	<del>\$</del>	<del>37.96</del>	<del>\$ 3,036.80</del>	<del>\$ 6,605.04</del>	<del>\$ 79,260.48</del>
<del>103%</del>	<del>5</del>	<del>\$</del>	<del>41.46</del>	<del>\$ 3,316.80</del>	<del>\$ 7,214.04</del>	<del>\$ 86,568.48</del>
	<del>6*</del>	<del>\$</del>	<del>47.18</del>	<del>\$ 3,774.40</del>	<del>\$ 8,209.32</del>	<del>\$ 98,511.84</del>

~~\*Step 6 will be established 13.8% above Step 5.~~

~~Employees will be adjusted in 2020 per the 6-step table. Employees who have been in step 5 of the prior pay plan for a minimum of 1-yr will be placed into step 6 of the new pay plan. All other employees will remain at their current step until their annual anniversary date where they will then receive a step increase and then will move annually until the top step is achieved.~~

~~2021: Effective the pay period that includes 01/2021 there will be a cost of living adjustment of 2.25%~~

~~2022: Effective the pay period that includes 01/2022 there will be a cost of living adjustment of 2.25%~~

~~2023: There will be no cost of living adjustment.~~

**APPENDIX B**

LETTER OF UNDERSTANDING BETWEEN  
THE CITY OF SPOKANE AND LOCAL 270-PA

The City and the Union understand and agree that the monies allocated for medical, dental and life insurances are the result of negotiated settlements where benefit levels are increased at the cost of wages. This being the case, both parties are in agreement that mutual trust and understanding are the cornerstones of the relations between the two parties. As a result of this understanding, the parties agree as follows:

1. The parties agree to set up a committee of equal numbers to review all pertinent documents and report to the negotiating committees of both parties on suggested changes for next year.
2. The City agrees to provide the committee all pertinent documentation and experience data (premiums, claims, reserves) for medical, dental, and life insurance. The City will, when appropriate, arrange for representatives of the carriers to meet with the committee.
3. The City shall provide to the Union Staff Representative quotes for all insurances that the City receives from the insurance carriers. Copies of the documents received from the carriers to the City shall be forwarded within five (5) working days to the Union Staff Representative. Under no circumstances shall the proposed rates for all insurances be provided later than September 1<sup>st</sup> of each year.

**SIGNATURE PAGE**

SIGNED AND DATED THIS                      DAY OF                      2024.

**FOR THE CITY:**

**FOR THE UNION**

Lisa Brown, Mayor

Anna Hostetler, President

David Moss, Human Resources Director

Greg Beeman, Staff Representative

Terri Pfister, City Clerk

Approved as to Form:

Michael J. Piccolo, City Attorney



**SIGNATURE PAGE**

**SIGNED AND DATED  
THIS 2nd DAY OF  
October, 2020**

**~~FOR THE CITY, FOR  
THE UNION~~**

DocuSigned by:  
*Nadine Woodward*  
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DocuSigned by:  
*Lauren A. M. Beattie*  
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DocuSigned by:  
*Amber Richards*  
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DocuSigned by:  
*Natalie Hilderbrand*  
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DS

DocuSigned by:  
*Meghann R Steindlson*  
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DocuSigned by:  
*Jenni Pfister*  
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DocuSigned by:  
*Mike Armstoy*  
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**~~Nadine Woodward,  
Mayor Lauren Beattie  
President~~**



**~~Amber Richards,  
Human Resources  
Director — Natalie  
Hilderbrand, Staff  
Representative~~**

---

**~~Meghann Steinolfson,  
Labor Relations  
Manager~~**

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**~~Terri Pfister, City  
Clerk Approved as to  
Form:~~**

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**~~Mike Ormsby, City  
Attorney~~**



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/13/2024

**Clerk's File #** OPR 2016-0235

**Renews #**

**Cross Ref #** RES 2018-0017

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Project #</b>	
------------------------	------------------------	------------------	--

<b>Contact Name/Phone</b>	MICHAEL X6468	<b>Bid #</b>	
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<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Requisition #</b>	CR# 26031
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
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<b>Agenda Item Name</b>	5300 - AZTECA SYSTEMS - CITYWORKS ASSET MANAGEMENT SYSTEM		
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**Agenda Wording**

Contract with Azteca for continued annual support and maintenance of CityWorks Asset Maintenance Management System. Azteca was deemed a Sole Source in 2018. Contract term 4/1/2024 - 3/31/2025, for a total amount of \$135,408, plus sales tax.

**Summary (Background)**

Cityworks by Azteca is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Cityworks is currently utilized by the City's Water, Streets and Parks departments. The 2024 contract amount is \$135,408 plus sales tax. The 2023 contact amount was \$130,200 plus sales tax. The increase in price is due to annual CPI.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 135,408
------------	------------

Current Year Cost	\$ 135,408
-------------------	------------

Subsequent Year(s) Cost	\$ 135,408
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**Narrative**

This request is for software maintenance and support which is contractually required by the software vendor. (Note: Subsequent year's cost is \$135,408 plus taxes and annual CPI.)

**Amount**

**Budget Account**

Expense	\$ 135,408.00	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Azteca Annual Software Maintenance and Support
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Cityworks by Azteca is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Cityworks is currently utilized by the City's Water, Streets and Parks departments. The 2023 contact amount was \$130,200 plus sales tax. The 2024 contract amount is \$135,408 plus sales tax. The increase in price is due to annual CPI. Contract term is 4/1/2024 through 3/31/2025.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$135,408 plus taxes</u></p> <p style="padding-left: 20px;">Current year cost: \$135,408 plus taxes</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$135,408 plus taxes and annual CPI</p> <p><b>Narrative:</b> This request is for software maintenance and support which is contractually required by the software vendor.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Asset Maintenance Management software.



**City of Spokane**  
**CONTRACT RENEWAL**  
**Title: ANNUAL SOFTWARE SUPPORT AND  
UPDATES FOR CITYWORKS SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **AZTECA SYSTEMS, LLC**, whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide ANNUAL CITYWORKS SOFTWARE, UPDATES AND SUPPORT, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, As well as manage overall customer needs for the City; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract dated April 23, 2018, any subsequent amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. In the event of a conflict or discrepancy in the Agreement documents, this City’s documents control.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on April 1, 2024, and run through March 31, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED EIGHT AND NO/100 (\$135,408.00)**, plus tax, for everything furnished and done under this Contract Renewal in accordance with the attached Cityworks Quote dated February 2, 2024. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The 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.

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

**AZTECA SYSTEMS, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A - Certificate of Debarment  
Azteca Systems, LLC (Cityworks) February 2, 2024 Quote



**ATTACHMENT A**

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

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

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

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

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

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



**Azteca Systems, LLC - Cityworks**  
 11075 S State St, Suite 24 | Sandy, UT 84070  
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-34254-1  
 Created Date 2/2/2024

**Contact Information**

Contact Name: Peggy Lund      Prepared By Name: Jenn Miya  
 Customer: Spokane (WA), City of      Prepared By Phone: (801) 872-9528  
 Contact Address: 808 W Spokane Falls Blvd  
 Spokane, WA 99201      Prepared By Email: jennifer\_miya@trimble.com

**Quote Lines**

Product Name	Quantity	Net Unit Price
AMS ELA Standard	1.00	USD 114,660.00
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Work Order API Extended License	1.00	USD 20,748.00
<b>TOTAL:</b>		USD 135,408.00

**Notes**

Year 1 Dollar Value	USD 135,408.00	Year 1 Date Range	4/1/2024 - 3/31/2025
---------------------	----------------	-------------------	----------------------

**Maintenance Start Date: 4/1/2024    Maintenance End Date: 3/31/2025**

**Quote Notes:**

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

## Terms and Conditions

### Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

---

Accepted by:

\_\_\_\_\_

Title

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



< Business Lookup

**License Information:**

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

**Entity name:** AZTECA SYSTEMS, LLC

**Business name:** AZTECA SYSTEMS, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 604-060-266

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 11075 S STATE ST  
STE 24  
SANDY UT 84070-5128

**Mailing address:** 11075 S STATE ST  
STE 24  
SANDY UT 84070-5128

**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
<a href="#">Bellingham General Business</a>	063840			Active		Aug-13-2018
<a href="#">Burien General Business - Non-Resident</a>	12399			Active	Dec-31-2024	Feb-07-2017
<a href="#">Spokane General Business - Non-Resident</a>				Active	Dec-31-2024	Jul-02-2018

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

Governing people	Title
AZTECA SYSTEMS MIDCO, LLC	

**Registered Trade Names**

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
CITYWORKS	Active	Jan-18-2023

The Business Lookup information is updated nightly. Search date and time: 12/20/2023 2:35:20 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

**Clerk's File #**

OPR 2023-0315

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

INFORMATION TECHNOLOGY

**Project #****Contact Name/Phone**

MICHAEL 625-6468

**Bid #**

WA STATE# 05819

**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

**Requisition #**

CR# 26014

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5300 – COMPUNET CISCO SMARTNET RENEWAL

**Agenda Wording**

Contract with Compunet for Cisco Smartnet renewal. Contract renewal term 03/01/2024 through 02/28/2025, for a total cost of \$354,142.90 plus applicable sales tax.

**Summary (Background)**

The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. Renewal includes one year of licensing, maintenance, and support for Cisco products. Utilizing WA State Contract# 05819 (NASPO AR3227). Last year's contract cost was \$308,270.38, plus sales tax.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 386,015.76

Current Year Cost \$ 386,015.76

Subsequent Year(s) Cost \$

**Narrative**

SmartNet is the maintenance and support portion needed for critical Cisco switches, routers and firewalls for network connectivity, security, and remote access.

**Amount****Budget Account**

Expense \$ 354,142.90

# 5300-73200-18850-54804 before tax

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26 <sup>th</sup> , 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> & 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 min.
<b>Agenda Item Name</b>	5300 – Compunet Cisco SmartNet Renewal
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Contract with Compunet for our Cisco Smartnet renewal. Contract renewal term 03/01/2024 through 02/28/2025, for a total cost of \$354,142.90 plus applicable sales tax. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. Renewal includes one year of licensing, maintenance, and support for Cisco products. Utilizing WA State Contract# 05819 (NASPO AR3227). Last year's contract cost was \$308,270.38, plus sales tax.
<b>*use the Fiscal Impact box below for relevant financial information</b>	
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$354,142.90 + tax</u></p> <p>    Current year cost: \$354,142.90 + tax</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> SmartNet is the maintenance and support portion needed for critical Cisco switches, routers and firewalls for network connectivity, security, and remote access.</p> <p><b>Funding Source</b>            <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – IT Licensing and Support	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – IT Licensing and Support	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

All network infrastructure devices are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.



**CITY OF SPOKANE**  
**CONTRACT RENEWAL**  
**1 of 4**  
**Title: CISCO SMARTNET SUPPORT**  
**AND MAINTENANCE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Cisco Smartnet Support and Maintenance; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 16, 2023, and March 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on March 1, 2024, and shall run through February 28, 2025.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THREE HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED FORTY-TWO AND 90/100 DOLLARS (\$354,142.90)**, plus applicable sales tax, in accordance with Company's Quote Number PT229101, dated January 19, 2024, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The 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.

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

**COMPUNET, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Attachment A – Certification Regarding Debarment
- Attachment B - Company's Quote Number PT229101, dated January 19th, 2024

24-009

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

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

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

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

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

**ATTACHMENT B**

## Smartnet Renewal 2024-2025

### Contract Information

WA, NASPO, AR3227 #05819

### Quote Information:

Quote #: **PT229101**

Version: 1

Quote Date: 01/19/2024

Expiration Date: 02/04/2024

### Prepared for:

City of Spokane

Carlos Plascencia

5096256399

cplascencia@spokanecity.org

### Bill To:

City of Spokane

IT Admin

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

itadmin@spokanecity.org

### Ship To:

City of Spokane

Carlos Plascencia

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

## Support

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
Smrntn Rnwl - HW/SW	Cisco Smartnet HW + SW Renewal Quote 382055531 ( end date 02-28-2025) Contract: 204411516 205024958 202572051	1	\$426,094.12	\$354,142.90	\$354,142.90
				Subtotal:	<b>\$354,142.90</b>

## Quote Summary

Description	Amount
Support	\$354,142.90
Total:	<b>\$354,142.90</b>

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



## City of Spokane

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



< Business Lookup

**License Information:**

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

**Entity name:** COMPUNET, INC.  
**Business name:** COMPUNET, INC.  
**Entity type:** Profit Corporation  
**UBI #:** 602-742-439  
**Business ID:** 001  
**Location ID:** 0001  
**Location:** Active  
**Location address:** 505 S FLORENCE ST  
 GRANGEVILLE ID 83530-2324  
**Mailing address:** 1111 S SILVERSTONE WAY  
 STE 200  
 MERIDIAN ID 83642-7381

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

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

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Chehalis General Business - Non-Resident</a>	14-5298			Active	Mar-31-2024	Sep-11-2014

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Non-Resident</a>						
<a href="#">Kennewick General Business - Non-Resident</a>				Active	Mar-31-2024	Oct-01-2020
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	Mar-31-2024	Jan-29-2021
<a href="#">Moses Lake General Business - Non-Resident</a>	BUS2020-0645			Active	Mar-31-2024	Sep-28-2020
<a href="#">Pasco General Business - Non-Resident</a>	36914			Active	Mar-31-2024	Oct-13-2020



Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d:
Richland General Business - Non-Resident				Active	Mar-31-2024	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2024	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2024	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2024	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	
SCHOO, DAWN	
SCHOO, NOLAN B.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/4/2023 3:34:00 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

**Clerk's File #**

OPR 2023-0313

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

INFORMATION TECHNOLOGY

**Project #****Contact Name/Phone**

MICHAEL 625-6468

**Bid #**

GS-35F-267DA

**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

**Requisition #**

CR# 26015

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5300 - DLT SOLUTIONS – AUTODESK RENEWAL

**Agenda Wording**

Contract renewal with DLT Solutions for AutoDesk software products & services including AutoCad, InfoWater Pro, Civil 3D & Priority Support-Telephone support. Contract term to begin 03/12/2024-3/25/2025 for total cost of \$80,091.82, plus tax.

**Summary (Background)**

This request is for software maintenance and support which is contractually required by the software vendor. Company provided government discount pricing via GSA Contract# GS-35F-267DA. Prior year contract was \$72,010.00, plus applicable sales tax.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 80,091.82

Current Year Cost \$ 80,091.82

Subsequent Year(s) Cost \$

**Narrative**

This request is for software maintenance and support which is contractually required by the software vendor.

**Amount****Budget Account**

Expense \$ 46,870.18

# 5300-73300-18850-54820

Expense \$ 19,272.73

# 4100-30210-34141-53104

Expense \$ 21,157.17

# 4250-30210-38141-53104

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26 <sup>th</sup> 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> & 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5300 DLT Solutions – Autodesk Renewal
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Contract renewal with DLT Solutions for AutoDesk software products and services including AutoCad, InfoWater Pro, Civil 3D and Priority Support – Telephone support. Contract term to begin 03/12/2024 through 3/25/2025 for a total cost of \$80,091.82, plus applicable sales tax. Company provided government discount pricing via GSA Contract# GS-35F-267DA. Prior year contract was \$72,010.00, plus applicable sales tax.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$80,091.82 + tax</u></p> <p style="padding-left: 20px;">Current year cost: \$80,091.82 + tax</p> <p style="padding-left: 20px;">Subsequent year(s) cost:</p> <p><b>Narrative:</b> This request is for software maintenance and support which is contractually required by the software vendor.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not Applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not Applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not Applicable – annual software maintenance	

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our AutoDesk software.





**CITY OF SPOKANE**  
**CONTRACT RENEWAL**  
**1 of 4**  
**Title: AUTODESK SOFTWARE**  
**LICENSING AND SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DLT SOLUTIONS, LLC**, whose address is 2411 Dulles Corner Park, Suite 800, Herndon, Virginia 20171, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Autodesk Software Licensing and Support; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 21, 2023, and March 24, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on March 12, 2024, and shall run through March 25, 2025.

**3. COMPENSATION.**

The City shall pay an estimated amount not to exceed **EIGHTY THOUSAND NINETY-ONE AND 82/100 DOLLARS (\$80,091.82)**, plus applicable sales tax, in accordance with Company's Quote No. 5214254, which is attached as Attachment B, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**DTL SOLUTIONS, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Attachment A – Certification Regarding Debarment
- Attachment B - Company's Quote No. 5214254

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

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

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

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

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

**ATTACHMENT B**





# Price Quotation

Quote: 5214254  
 Reference: 1828246  
 Date: 01/09/2024  
 Expires: 03/11/2024

To: Mr. Rich Shine  
 Spokane City of (WA)  
 808 W Spokane Falls Blvd  
 Spokane, WA 99201

From: Bryan Morse  
 DLT Solutions, LLC  
 2411 Dulles Corner Park  
 Suite 800  
 Herndon, VA 20171

Phone: (509) 625-6420  
 Fax: (509) 625-6550  
 Email: [rshine@spokanecity.org](mailto:rshine@spokanecity.org)

Phone: (703) 708-9600  
 Fax: (703) 708-9600  
 Email: [bryan.morse@dlt.com](mailto:bryan.morse@dlt.com)

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-1454	GSA IT 70	20	\$640.95	\$12,819.00
Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In  <b>PoP: 3/26/2024 through 3/25/2025</b>					
2	9701-1008733	GSA IT 70	19	\$1,281.90	\$24,356.10
Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)  <b>PoP: 3/12/2024 through 3/11/2025</b>					
3	9701-1470	GSA IT 70	10	\$353.63	\$3,536.30
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In  <b>PoP: 3/26/2024 through 3/25/2025</b>					
4	9701-1008749	GSA IT 70	1	\$707.26	\$707.26
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)  <b>PoP: 3/12/2024 through 3/11/2025</b>					
5	9701-1008764	GSA IT 70	7	\$225.93	\$1,581.51
AutoCAD LT Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)  <b>PoP: 3/12/2024 through 3/11/2025</b>					
6	9701-4652	GSA IT 70	4	\$8,840.70	\$35,362.80
InfoWater Pro Government Single-user Annual Subscription Renewal  <b>PoP: 3/12/2024 through 3/11/2025</b>					
7	9701-1004929	GSA IT 70	1	\$1,728.85	\$1,728.85
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal  <b>PoP: 3/26/2024 through 3/11/2025</b>					

Total

**\$80,091.82**



# Price Quotation

Quote: 5214254  
Reference: 1828246  
Date: 01/09/2024  
Expires: 03/11/2024

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
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GSA Schedule Data:  
 Contract #: GS-35F-267DA  
 Contract Category: Information Technology  
 Contract Term: 04/11/2016 - 04/10/2026  
 UEI - F1N2KDGBDTU8  
 Federal ID #: 54-1599882  
 CAGE Code: 0S0H9  
 FOB: Destination  
 Terms: Net 30 (On Approved Credit)  
 DLT accepts VISA/MC/AMEX  
 Ship Via: Fedex Ground/UPS

UNLESS OTHERWISE INDICATED IN THE PRODUCT DESCRIPTION OR THE MANUFACTURER'S COMMERCIAL SUPPLIER AGREEMENT, ANY QUOTED TERM LICENSES ARE NOT ELIGIBLE FOR CONVERSION TO PERPETUAL LICENSES AT ANY TIME.

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER GS-35F-267DA. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of AJ Ezersky at [cpars@dlt.com](mailto:cpars@dlt.com).

<b>PLEASE REMIT PAYMENT TO:</b>	<b>ACH:</b> DLT Solutions, LLC Bank of America ABA # 111000012 Acct # 4451063799	<b>-OR-</b>	<b>Mail:</b> DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

- Documentation to be submitted to validate Invoice for payment:
- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
  - Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
  - Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** DLT SOLUTIONS, LLC**Business name:** DLT SOLUTIONS**Entity type:** [Limited Liability Company](#)**UBI #:** 603-384-071**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 2411 DULLES CORNER PARK  
STE 800  
HERNDON VA 20171-6168**Mailing address:** 2411 DULLES CORNER PARK  
STE 800  
HERNDON VA 20171-6168**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Spokane General Business - Non-Resident</a>				Active	Jun-30-2024	Oct-03-2014

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

Governing people	Title
DONOHUE, JOE	

**Registered Trade Names**

Registered trade names	Status	First issued
DLT SOLUTIONS	Active	Mar-07-2014

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 9:46:43 AM



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**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 2/13/2024

**Clerk's File #** OPR 2020-0723

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Project #</b>	
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<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Bid #</b>	GS-35F-249DA
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<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Requisition #</b>	CR# 26032
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
---------------------------	----------------------	--	--

<b>Agenda Item Name</b>	5300 - HYLAND ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT		
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**Agenda Wording**

Contract with Hyland for software supporting OnBase document imaging system. Contract term begins 04/01/2024 and ends 03/31/2025. The 2024 annual maintenance is \$70,182.52, plus applicable tax.

**Summary (Background)**

Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging & Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. The 2024 annual maintenance is \$76,498.98. The 2023 contracted amount was \$71,161,74. The difference is due to annual CPI increases.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 76,498.98
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Current Year Cost	\$ 76,498.98
-------------------	--------------

Subsequent Year(s) Cost	\$ 76,498.98
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**Narrative**

This request is for software maintenance and support which is contractually required by the software vendor. (Note: Subsequent year cost is \$76,498.98 plus annual CPI increase.)

**Amount**

**Budget Account**

Expense	\$ 76,498.98	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	ITSD
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Hyland Annual Software Subscription and Support
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Hyland Software supports the City’s OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane’s Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. The 2023 contracted amount was \$71,161,74. The 2024 annual maintenance is \$76,498.98. The difference in cost is due to annual CPI increases.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$76,498.98</u></p> <p style="padding-left: 20px;">Current year cost: \$76,498.98</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$76,498.98 plus annual CPI increase</p> <p><b>Narrative:</b> This request is for software maintenance and support which is contractually required by the software vendor.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Document Imaging software.



**City of Spokane**  
**FINAL CONTRACT RENEWAL**  
**Title: ONBASE SOFTWARE SUPPORT**

This Contract Renewal ("2024 Contract Renewal") is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HYLAND SOFTWARE, INC.**, whose address is, 28500 Clemens Road, Westlake, Ohio 44145, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, on or about July 28, 2020, the parties entered into a Contract (the "2020 Contract"), wherein the Consultant agreed to provide SOFTWARE SUPPORT AND MAINTENANCE FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM, as set forth in the Consultant's January 9, 2020 Invoice, in accordance with the OnBase Information Management System Software Maintenance Agreement executed between the parties and dated January 14, 2015; and*

*WHEREAS, the 2020 Contract's initial term was from April 1, 2020 – March 31, 2021 with the option to extend for four (4) additional one year contract periods; and*

*WHEREAS, the parties entered into a Contract Renewal, executed on April 30, 2021 and May 3, 2021, constituting the first of the four annual renewals permitted by the 2020 Contract; and*

*WHEREAS, the parties desire that this 2024 Contract Renewal constitute the last of the annual renewal permitted by the 2020 Contract.*

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

**1. CONTRACT DOCUMENTS.**

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

**2. TERM.**

This 2024 Contract Renewal, for renewal of Maintenance and Support, shall become effective on April 1, 2024 and end on March 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

**3. COMPENSATION.**

The City shall pay an annual maintenance fee not to exceed **SEVENTY THOUSAND ONE HUNDRED EIGHTY-TWO AND 52/100 (\$70,182.52)**, plus tax, for everything furnished and done under this 2024 Contract Renewal. This is the maximum amount to be paid under this 2024 Contract Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this 2024 Contract Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this 2024 Contract Renewal by having legally-binding representatives affix their signatures below.

**HYLAND SOFTWARE, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Certificate Regarding Debarment  
Hyland Invoice No. LE01-329984



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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



Hyland Software, Inc.  
28500 Clemens Road  
Westlake, OH 44145  
United States of America

**MAINTENANCE INVOICE**

LE01-284965

**BILL TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

**SHIP TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

<b>INVOICE DATE</b>	12/15/2022
<b>PO NUMBER</b>	
<b>CONTRACT NUMBER</b>	GS35F249DA
<b>DUE DATE</b>	03/31/2023
<b>FEDERAL TAX ID</b>	34-1699247
<b>BILL TO CUSTOMER NO.</b>	10294

Customer No.	Customer Name	Version	Salesperson
10294	City of Spokane, WA		

Maintenance Period: 04/01/2023 - 03/31/2024				
Product Code	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees Product:OnBase	1	65,285.97	65,285.97

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261	Wire/ACH Payments: Bank Name: Bank of America, N.A. SWIFT: BOFAUS3N ACH Routing No: 071000039 Wire Routing No: 026009593 Account No: 8670616576 CHIPS No: 0959 Account Name: Hyland Software, Inc.

Subtotal	65,285.97 USD
Tax	5,875.77 USD
<b>Total Invoice Amount</b>	<b>71,161.74 USD</b>
<i>Amount Due After 03/31/2023 *</i>	<i>77,690.34 USD</i>

For billing or payment inquiries, please call 1-440-788-5045 and select Option 1 for Accounts Receivable or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com).

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com). To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



Hyland Software, Inc.  
 28105 Clemens Road  
 Westlake, OH 44145  
 United States of America

**MAINTENANCE INVOICE LE01-329984**

**BILL TO** City of Spokane, WA  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201  
 United States of America

**SHIP TO** City of Spokane, WA  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201  
 United States of America

<b>INVOICE DATE</b>	12/11/2023
<b>CONTRACT NUMBER</b>	GS35F249DA
<b>QUOTE NUMBER</b>	Q-265450
<b>PAYMENT TERMS</b>	Net 30
<b>DUE DATE</b>	03/31/2024
<b>BILL TO CUSTOMER NO.</b>	10294
<b>FEDERAL TAX ID</b>	34-1699247

<b>CUSTOMER NO.</b>	<b>Customer Name</b>
10294	City of Spokane, WA

*Billing Period: 04/01/2024 - 03/31/2025*

	<b>Product Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1.00	272.95	272.95
2	DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	1.00	545.90	545.90
3	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1.00	272.95	272.95
4	CTMPC	Concurrent Client Maintenance	5.00	254.75	1,273.74
5	DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	1.00	545.90	545.90
6	PDFMPI1	PDF Framework Maintenance	1.00	545.90	545.90
7	WTMPI1-AS	Conversion From Microsoft Office To Image Framework (Aspose) Maintenance	1.00	545.90	545.90
8	CTMPC	Concurrent Client Maintenance	1.00	254.75	254.75
9	UNMPI1	Unity Client Server Maintenance	1.00	1,819.65	1,819.65
10	CMMPI1	Configuration Migration Utility Maintenance	1.00	0.00	0.00
11	UIMPI1	Unity Integration Toolkit Maintenance	1.00	1,819.65	1,819.65
12	AIMPW2	Desktop Document Imaging (30 ppm max) Maintenance	1.00	181.97	181.97
13	UFMPI1	Unity Forms Maintenance	1.00	0.00	0.00
14	OMMPI1-IPHN	Mobile Access for iPhone Maintenance	1.00	909.82	909.82
15	PRMPI1	Physical Records Management Maintenance	1.00	2,729.47	2,729.47
16	VLMPC	WorkView Concurrent Client SL (Maintenance)	3.00	272.94	818.83
17	STMPI1	StatusView Maintenance	1.00	0.00	0.00
18	DXMPI1	Integration for DocuSign eSignature Maintenance	1.00	2,729.47	2,729.47

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com). To continue maintenance coverage, please process this invoice for payment.  
 \*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

These items are controlled by the U.S.government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



Hyland Software, Inc.  
 28105 Clemens Road  
 Westlake, OH 44145  
 United States of America

**MAINTENANCE INVOICE LE01-329984**

19	OMMPW1-IPAD	Mobile Access for iPad Maintenance	1.00	909.82	909.82
20	OBMPW1	Multi-User Server Maintenance	1.00	1,455.72	1,455.72
21	ISMPW2	Production Document Imaging (ISIS or TWAIN) (2+) Maintenance	6.00	454.91	2,729.47
22	ISMPW1	Production Document Imaging (ISIS or TWAIN) (1) Maintenance	1.00	1,137.28	1,137.28
23	IDMPI1	Full-Text Indexing Server for Autonomy IDOL Maintenance	1.00	1,819.65	1,819.65
24	WLMPW1	Workflow Concurrent Client SL (Maintenance)	1.00	327.54	327.54
25	IDMPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL Maintenance	1.00	54.59	54.59
26	GWMPI1	Public Sector Constituency Web Access Maintenance	204,400.00	0.00	371.91
27	WTMPI1	Conversion From Microsoft Office To Image Framework Maintenance	1.00	545.90	545.90
28	CLMPW1	COLD/ERM Maintenance	1.00	1,819.65	1,819.65
29	APMPQ3	Query API (Initial 500 queries/hour) (OnBase Unity/Core) Maintenance	1.00	1,819.65	1,819.65
30	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1.00	272.95	272.95
31	AMMPW1	Agenda Management Maintenance	1.00	909.83	909.83
32	CTMPC	Concurrent Client Maintenance	61.00	254.75	15,539.60
33	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	5.00	272.95	1,364.74
34	AEMPI2	Enterprise Application Enabler Maintenance	1.00	9,098.24	9,098.24
35	AGMPI1	Integration for ESRI ArcGIS Desktop Maintenance	1.00	1,273.75	1,273.75
36	DSMPI1	Distributed Disk Services Maintenance	1.00	909.82	909.82
37	DPMPW1	Document Import Processor Maintenance	1.00	909.82	909.82
38	DMMPI1	EDM Services Maintenance	1.00	909.82	909.82
39	WTMPW1	Web Server Maintenance	1.00	1,819.65	1,819.65
40	PTMPC1	Virtual Print Driver Maintenance	1.00	909.82	909.82
41	WLMPW1	Workflow Concurrent Client SL (Maintenance)	20.00	400.32	8,006.45

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261	Wire/ACH Payments: Bank Name: Bank of America SWIFT: BOFAUS3N Account No: 8670616576 ACH Routing No: 071000039 Wire Routing No: 026009593 CHIPS No: 0959
Overnight Address: Bank of America Lockbox Services	

Subtotal	70,182.52 USD
Tax	6,316.46 USD
Total Invoice Amount	76,498.98 USD
<b>Balance Due</b>	<b>76,498.98 USD</b>
<i>Amount Due After 03/31/2024*</i>	<i>83,517.23 USD</i>

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com). To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



Hyland Software, Inc.  
 28105 Clemens Road  
 Westlake, OH 44145  
 United States of America

Electronic Remittance Information	
Lockbox 846261 1950 N. Stemmons Freeway Suite 5010 Dallas, TX 75207	Branch Code: 071000039 Account Name: Hyland Software, Inc.

For billing inquiries, please email [maintenance@hyland.com](mailto:maintenance@hyland.com).  
 For payment inquiries, please email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com).

We encourage our customers to utilize our instant payment option via credit card to save time and eliminate hassle. Let us know if you'd like to take advantage of this option and we can create your account on our [payment portal](#) today.

This is a quote for your maintenance renewal. To receive an invoice, send a purchase order to [purchaseorders@onbase.com](mailto:purchaseorders@onbase.com) and [maintenance@onbase.com](mailto:maintenance@onbase.com).

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com). To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

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[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

**Entity name:** HYLAND SOFTWARE INC

**Business name:** HYLAND SOFTWARE INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-207-254

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 28500 CLEMENS RD  
WESTLAKE OH 44145-1145

**Mailing address:** 28500 CLEMENS RD  
WESTLAKE OH 44145-1145

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

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

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Bellingham General Business</a>	052133			Active		Aug-01-2013
<a href="#">SeaTac General Business - Non-Resident</a>				Active	Jul-31-2024	Jun-12-2019
<a href="#">Spokane General Business - Non-Resident</a>				Active	Jul-31-2024	May-07-2015

[Page 1 of 2](#)**Governing People** May include governing people not registered with Secretary of State

Governing people	Title
AKOPIANTZ, ERIK	
ALMEIDA, ANDREW	
BERNARD, MARCEL	
BORO, SETH	

Governing people	Title
BRAVO, ORLANDO	
GOODMAN, J. CHARLES	
HYLAND, A.J.	
HYLAND, CHRISTOPHER J.	
KILBANE, NOREEN	
LINES, JIM	
MCQUISTON, ED	
MOSKOVITZ, ABBY	
PEMBRIDGE, TIM	
PERSON, NANCY	
PHELAN, JOHN	

### Registered Trade Names

Registered trade names	Status	First issued
HYLAND SOFTWARE, INC.	Active	Aug-01-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 11:25:31 AM

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**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/11/2024

<b>Date Rec'd</b>	2/13/2024
<b>Clerk's File #</b>	OPR 2023-0470
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2018-0022 & RES 2017-0027

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Project #</b>	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Bid #</b>	SOLE SOURCE
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Requisition #</b>	CR# 26028
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
<b>Agenda Item Name</b>	5300 - JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE		

**Agenda Wording**

Contract with Journal Technologies for eSeries Annual Software Maintenance & Support. Contract term is March 1, 2024 - March 7, 2025. Contract cost is \$169,213.51, including tax.

**Summary (Background)**

This contract is necessary to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. This year's cost is \$169,213.51, including tax. Last year's cost was \$167,413.60 including tax. Increase is due to CPI.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	YES
Total Cost	\$ 169,213.51
Current Year Cost	\$ 169,213.51
Subsequent Year(s) Cost	\$ 169,213.51

**Narrative**

This request is for software upgrades for all eSeries and to receive JTI's Help Desk support.

<b>Amount</b>	<b>Budget Account</b>
Expense \$ 169,213.51	# 5300-73300-18850-54820
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Journal Technologies, Inc (eSeries) Annual Software Maintenance and Support
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	This contract is necessary in order to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. Last year's cost was \$167,413.60 including tax. This year's cost is \$169,213.50 including tax. Increase is due to CPI. Contract period is March 1, 2024 – March 7, 2025.
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$169,213.50</u></p> <p>    Current year cost: \$169,213.50</p> <p>    Subsequent year(s) cost: \$169,213.50 plus CPI</p> <p><b>Narrative:</b> This request is for software upgrades for all eSeries and to receive JTI's Help Desk support.</p> <p><b>Funding Source</b>            <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	Not applicable – annual software maintenance
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	Not applicable – annual software maintenance
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Journal Technologies, Inc technical services.



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 of 4**  
**Title: eSERIES CASE MANAGEMENT SYSTEM**  
**LICENSING, SUPPORT AND MAINTENANCE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOURNAL TECHNOLOGIES, INC.**, whose address is 832 South 100 West, Logan, Utah 84321, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide eSERIES Case Management System Licensing, Support and Maintenance; and,

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the first of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 15, 2023 and May 26, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on March 1, 2024 and shall run through March 7, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED THIRTEEN AND 51/100 (\$169,213.51)**, including tax, in accordance with Invoice Nos. JI3186 and JI3169, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The 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.

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

**JOURNAL TECHNOLOGIES, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Certificate of Debarment  
Invoice Nos. JI3186 and JI3169

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

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

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

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

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

# Invoice

Page: 1

**JOURNAL TECHNOLOGIES, INC.**

**915 E 1st Street**

**Los Angeles, CA 90012 USA**  
**accounting@journaltech.com**

**Phone: 213-229-5300**

Number: JI3169

Date: 1/18/2024

Salesperson:

Customer: 3159

**Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012**

Sold To	Ship To
SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane, WA 99201 USA	SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
91 Users Lic Maint +70 Users (17 Prob+26 Public Def+27 Pros) +14 Users (20% for Unlimited Gov. Agencies) +7 Users (10% Unlimited Public Portal) Total = [(50 users x \$1,050 X 1.03 CPI Increase=\$54,075) + (41 users x \$840 x 1.03 CPI Increase= \$35,473.20)]= <b>\$89,548.20</b>	1.00	89,548.20	89,548.20
Taxes - 9%	1.00	8,059.34	8,059.34
----- LAST ITEM -----			

91 eProb/ePub/ePros licenses-3/1/2024 - 2/28/2025		Subtotal	97,607.54
		Freight	0.00
		Sales Tax	0.00
		Trade Discount	0.00
		Payment/Credit Amount	0.00
		<b>Balance</b>	<b>97,607.54</b>



# Invoice

**JOURNAL TECHNOLOGIES, INC.**  
 915 E 1st Street  
 Los Angeles, CA 90012 USA  
 accounting@journaltech.com  
 Phone: 213-229-5300

Page: 1

Number: JI3186  
 Date: 1/29/2024

Salesperson:  
 Customer: 3159

**Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012**

Sold To	Ship To
SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane. WA 99201 USA	SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
Annual eCourt License, Maint, & Support 65 eCourt (50 User) (5 for 10%) (10 for 20%) \$981.23 x 1.03 CPI Increase x 65 Users = \$65,693.55	1.00	65,693.55	65,693.55
Taxes \$65,693.55 x 9%= \$5,912.42	1.00	5,912.42	5,912.42
LAST ITEM			

65 eCourt Lic,Maint,& Support -3/8/24 to 3/7/25	Subtotal Freight Sales Tax Trade Discount Payment/Credit Amount <b>Balance</b>	71,605.97 0.00 0.00 0.00 0.00 <b>71,605.97</b>
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< Business Lookup

**License Information:**

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

**Entity name:** JOURNAL TECHNOLOGIES, INC.

**Business name:** JOURNAL TECHNOLOGIES, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-789-541

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 915 E 1ST ST  
LOS ANGELES CA 90012-4050

**Mailing address:** 915 E 1ST ST  
LOS ANGELES CA 90012-4050

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

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

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Federal Way General Business - Non-Resident</a>	16-101615-00-I			Active	Dec-31-2024	Apr-04-2016
<a href="#">Spokane General Business - Non-Resident</a>	T11052911BUS			Active	Dec-31-2024	Oct-15-2012

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

Governing people	Title
JOURNAL TECHNOLOGIES, INC.	

**Registered Trade Names**

Registered trade names	Status	First issued
JOURNAL TECHNOLOGIES, INC.	Active	Nov-23-2021

[View Additional Locations](#)



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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).

<b>PRODUCER</b> Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com                      6004772	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (626) 799-7000 <b>FAX (A/C. No.):</b> (626) 583-2117																					
	<b>E-MAIL ADDRESS:</b>  <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td colspan="2">INSURER B : Allmerica Financial Benefit Insurance Co</td> <td>41840</td> </tr> <tr> <td colspan="2">INSURER C : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : The Hanover Insurance Company		22292	INSURER B : Allmerica Financial Benefit Insurance Co		41840	INSURER C : Sentinel Insurance Company, Ltd.		11000	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																						
INSURER E :																						
INSURER F :																						
<b>INSURED</b> Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012																						

**COVERAGES**

CERTIFICATE NUMBER: 78096789

REVISION NUMBER:

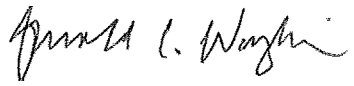
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		ZH3-H468926-03	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  NO OWNED AUTOS			AW3-H474940-03	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UH3-H468932-03	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEAV5AXX	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Errors & Omissions Liability / Cyber and Privacy Security Liability			LH3-H469016-03	1/1/2024	1/1/2025	Limit \$10,000,000 Each Claim Limit: \$10,000,000 Aggregate Retention \$100,000	
A	Crime - Employee Theft			ZH3-H468926-03	1/1/2024	1/1/2025	Limit \$150,000	

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

GL Additional Insured applies per 42129150615 attached, only if required by written contract/agreement.  
 Additional Insured(s): City of Spokane.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd, 7th Floor, Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   Ron Wanglin

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

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

**Additional Insured by Contract, Agreement or Permit**

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
  - (2) Premises you own, rent, lease or occupy; or
  - (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

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

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

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

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

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

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

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

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

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

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.





**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Discussion

**Date Rec'd** 2/13/2024

**Clerk's File #** OPR 2022-0199

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Project #</b>	
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<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Bid #</b>	
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<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Requisition #</b>	CR26020
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
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<b>Agenda Item Name</b>	5300 - TRUEPOINT SOLUTIONS FOR ACCELA SOFTWARE PROFESSIONAL		
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**Agenda Wording**

Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support. Contract renewal term beginning March 1, 2024, through February 28, 2025, and shall not exceed \$100,000.00.

**Summary (Background)**

TruePoint provides professional services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. Company selection and pricing via Federal Contract Number: GSA-35F-025BA.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 100,000.00
------------	---------------

Current Year Cost	\$ 100,000.00
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Subsequent Year(s) Cost	\$ 100,000.00
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**Narrative**

This request is for professional services in support of Accela, the City's permitting & licensing system.

**Amount**

**Budget Account**

Expense	\$ 75,000.00	# 4700-30210-24100-54201
Expense	\$ 25,000.00	# 2025 Funds
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	TruePoint provides professional services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. Previous year's contract was also \$100,000.00. Contract renewal term beginning March 1, 2024, through February 28, 2025, and shall not exceed \$100,000.00. Company selection and pricing via Federal Contract Number: GSA-35F-025BA.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$100,000</u></p> <p style="padding-left: 20px;">Current year cost: \$100,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$100,000</p> <p><b>Narrative:</b> This request is for professional services in support of Accela, the City's permitting &amp; licensing system.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual professional services agreement	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual professional services agreement	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual professional services agreement

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our permitting management system.



**City of Spokane**  
**CONTRACT RENEWAL**  
**2 of 4**  
**Title: PROFESSIONAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRUEPOINT SOLUTIONS, LLC**, whose address is 774 Mays Boulevard, No. 10-377, Incline Village, Nevada 89451, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein Company agreed to provide Professional Services to the City of Spokane; and*

*WHEREAS, the original Contract provided for four (4) one (1) year renewals with this being the second of those renewals; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 22, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on March 1, 2024 and shall run through February 28, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**TRUEPOINT SOLUTIONS, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Exhibit A - Certificate of Debarment

24-024

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

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

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

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

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



< Business Lookup

**License Information:**

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

**Entity name:** TRUEPOINT SOLUTIONS, LLC

**Business name:** TRUEPOINT SOLUTIONS, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 603-125-641

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 774 MAYS BLVD STE 10-377  
INCLINE VILLAGE NV 89451-9669

**Mailing address:** 774 MAYS BLVD STE 10377  
INCLINE VILLAGE NV 89451-7621

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

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

**Endorsements**

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
<a href="#">Spokane General Business - Non-Resident</a>				Active	Nov-30-2024	Sep-26-2014

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

Governing people	Title
TRUEPOINT SOLUTIONS	
TRUEPOINT SOLUTIONS LLC,	

The Business Lookup information is updated nightly. Search date and time: 12/5/2023 9:11:39 AM





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**Agenda Sheet for City Council:**  
**Committee:** Finance & Administration **Date:** 02/26/2024  
**Committee Agenda type:** Consent

<b>Date Rec'd</b>	1/18/2024
<b>Clerk's File #</b>	OPR 2022-0147
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Project #</b>	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Bid #</b>	RFP 5435-21
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Requisition #</b>	MASTER
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	JBINGLE		
<b>Agenda Item Name</b>	5300 CONTRACT FOR TECHNICAL SERVICES FOR PMO AND ITSD PROJECTS		

**Agenda Wording**

This request is for professional services in support of PMO and ITSD funded projects. Term is 2/1/2024 through 1/31/2025, up to \$150,000.

**Summary (Background)**

The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects on as needed basis.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ \$150,000
Current Year Cost	\$ \$150,000
Subsequent Year(s) Cost	\$ \$150,000

**Narrative**

This request is for professional services in support of PMO and ITSD funded projects. A new COI has been requested from the vendor.

<b>Amount</b>	<b>Budget Account</b>
---------------	-----------------------

Expense \$ 150,000	# Various Accounts
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	January 29, 2024
<b>Submitting Department</b>	ITSD
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Bingle</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract for Technical Services for PMO and ITSD Projects
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects on as needed basis. Term is 2/1/2024 through 1/31/2025, up to \$150,000.
<b>*use the Fiscal Impact box below for relevant financial information</b>	
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$150,000</u></p> <p>    Current year cost: \$150,000</p> <p>    Subsequent year(s) cost: \$150,000</p> <p><b>Narrative:</b> This request is for professional services in support of PMO and ITSD funded projects.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Volt for technical services.

# 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:** 12/20/23

**Type of expenditure:**

Goods

Services

**Department:** ITSD

**Approving Supervisor:** Peggy Lund

**Amount of Proposed Expenditure:** \$150,000

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

**Funding Source** General Fund

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

**Why is this expenditure necessary now?**

This is for the annual renewal of technical services sourced through Infinite Innovations. This expenditure is required when PMO and ITSD have funded projects and need augmentation for professional services.

**What are the impacts if expenses are deferred?**

The impact is a delay in technical project deliverables.

**What alternative resources have been considered?**

There are no other alternatives.

**Description of the goods or service and any additional information?**

Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects.

**Person Submitting Form/Contact:**

**Division Director:**



**CFO Signature:**

  
Tonya Wallace

**City Administrator Signature:**

  
Copyright © 2013 by City of Spokane

**Additional Comments:**











# Expenditure Control Form 2023\_Infinite Innovations

Final Audit Report

2024-01-04

Created:	2024-01-02
By:	JULIAN HUNT (JHUNT@SPOKANECITY.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZs_xvah98uL9XxYBKu-jAIQ6nhjbA7AW

## "Expenditure Control Form 2023\_Infinite Innovations" History

-  Document created by JULIAN HUNT (JHUNT@SPOKANECITY.ORG)  
2024-01-02 - 8:15:07 PM GMT- IP address: 73.254.88.213
-  Document emailed to Michael Sloon (msloon@spokanecity.org) for signature  
2024-01-02 - 8:15:50 PM GMT
-  Email viewed by Michael Sloon (msloon@spokanecity.org)  
2024-01-02 - 8:41:26 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Michael Sloon (msloon@spokanecity.org)  
Signature Date: 2024-01-02 - 8:41:51 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2024-01-02 - 8:41:52 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2024-01-03 - 5:02:10 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2024-01-03 - 8:27:43 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2024-01-03 - 8:27:45 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2024-01-04 - 11:58:48 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2024-01-04 - 11:58:55 PM GMT - Time Source: server- IP address: 198.1.39.252



✔ Agreement completed.

2024-01-04 - 11:58:55 PM GMT



**City of Spokane**  
**MASTER CONSULTANT AGREEMENT  
RENEWAL 1 OF 3**  
**Title: TECHNICAL RESOURCES FOR THE  
INNOVATION AND TECHNOLOGY SERVICES  
DIVISION AND PROJECT MANAGEMENT OFFICE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, as ("City"), a Washington municipal corporation, and **INFINITE INNOVATIONS**, whose address is 8390 North Chateaux Drive, Hayden, Idaho 83835 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide As-Needed Technical Resources for the Innovation and Technology Services Division and Project Management Office; and*

*WHEREAS, the initial contract provided for three (3) additional one-year renewals, with this being the first of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 9, 2022 and March 11, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on February 1, 2024 and shall run through January 31, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00)** excluding applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**INFINITE INNOVATIONS**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Certificate of Debarment

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

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

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

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

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



< Business Lookup

**License Information:**

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

**Entity name:** INFINITE INNOVATIONS, LLC

**Business name:** INFINITE INNOVATIONS, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 604-461-949

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 9030 N HESS ST  
UNIT 442  
HAYDEN ID 83835-9827

**Mailing address:** 8390 N CHATEAUX DR  
HAYDEN ID 83835-9193

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

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

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Spokane General Business - Non-Resident</a>				Active	Jun-30-2024	Jun-10-2019

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

Governing people	Title
BORK JR, DENNIS	

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 9:48:46 AM



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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/14/2024

**Clerk's File #**

OPR 2019-0314

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

INFORMATION TECHNOLOGY

**Project #****Contact Name/Phone**

MICHAEL 625-6468

**Bid #****Contact E-Mail**

MSLOON@SPOKANECITY.ORG

**Requisition #**

CR# 26039

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5300 ORACLE'S PEOPLESOFT AND DATABASE ANNUAL SUPPORT

**Agenda Wording**

Contract with Oracle America, Inc for Oracle license software maintenance and support for the City of Spokane. Contract term to begin 4/21/2024 - 4/20/2025. Contract amount is \$197,250.51, plus tax. Oracle was deemed a sole source in 2019.

**Summary (Background)**

Oracle America, Inc supports City's PeopleSoft Human Capital Management (HCM) System & Utility Billing Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. 2023 contracted amount was \$206,053.07 plus tax. The decrease is due to a reduction in database licensing from the retirement of Cstar.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 197,250.51

Current Year Cost \$ 197,250.51

Subsequent Year(s) Cost \$ 213,030.55

**Narrative**

This request is for software maintenance and support which is contractually required by the software vendor.

**Amount****Budget Account**

Expense \$ 197,250.51

# 5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	ITSD
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Oracle's PeopleSoft and Database Annual Software Maintenance & Support
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Oracle America, Inc supports the City's PeopleSoft Human Capital Management (HCM) System and Utility Billing Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. 2023 contracted amount was \$206,053.07 plus tax. 2024 contract amount is \$197,250.51 plus tax. The decrease is due to a reduction in database licensing from the retirement of Cstar. Term is April 21, 2024 – April 20, 2025.
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$195,250.51 plus tax</u>	
Current year cost: <u>\$195,250.51 plus tax</u>	
Subsequent year(s) cost: \$213,030.55 plus tax	
<b>Narrative:</b> This request is for software maintenance and support which is contractually required by the software vendor.	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our HCM system and Oracle database licensing.

14-Feb-24

Dear peggy lund

**Your technical support services are due for renewal.**

**Support Service Number:** 4656540

**Support Start Date:** 21-Apr-24

**Amount Due:** USD 197,250.51 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 22-Mar-24.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



## Technical Support Services Renewal Order

### General Information

**Customer:** CITY OF SPOKANE

**Support Service Number:** 4656540

**Offer Expires:** 20-Apr-24

**Oracle:** Oracle America, Inc.

**Oracle Contact Information:**

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

#### Customer Quote To

peggy lund

CITY OF SPOKANE

808 W Spokane Falls Blvd

Spokane

WA 99201

United States

509 6256954

klund@spokanecity.org

#### Customer Bill To

City of Spokane Attn. IT Admin

CITY OF SPOKANE

808 W SPOKANE FALLS BLVD

SPOKANE

WA 99201

United States

509-6256200

itadmin@spokanecity.org

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

## Service Details

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	3863575	2		FULL USE	21-Apr-24	20-Apr-25	21,798.97
Expansion - Reported Budget Perpetual	17569302	482		FULL USE	21-Apr-24	20-Apr-25	0.00
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	16,818.19
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	20,775.44
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	2,374.34
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	36,604.34
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	44,518.80
PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	16,818.20
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	14,839.60
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	21,764.74
Micro Focus Visual COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program)	17660375	1		FULL USE	21-Apr-24	20-Apr-25	937.89

**Program Technical Support Fees: USD 197,250.51**

**Total Price: USD 197,250.51**

Excluding applicable tax

### Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

## **Technical Support Services Terms**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF SPOKANE represents that Customer has authorized CITY OF SPOKANE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. CITY OF SPOKANE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF SPOKANE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of CITY OF SPOKANE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-848173 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

## **Renewal Processing Details**

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF SPOKANE is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, credit card, or other acceptable form of payment.

**Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If CITY OF SPOKANE is a tax exempt organization, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, check, credit card or other acceptable form of payment.

## **Payment Details**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 4656540
- Total Price: USD 197,250.51 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### **PayPal**

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

### **eCheck**

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.



**Check**

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 4656540
- Total Price: USD 197,250.51 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF SPOKANE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 884471  
Los Angeles, CA 90088-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- CITY OF SPOKANE does not issue purchase orders.
- CITY OF SPOKANE does not require a purchase order for the services ordered hereto.

CITY OF SPOKANE certifies that the information provided above is accurate and complies with CITY OF SPOKANE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms CITY OF SPOKANE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

CITY OF SPOKANE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



< Business Lookup

License Information:

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

**Entity name:** ORACLE AMERICA, INC.

**Business name:** ORACLE AMERICA, INC.

**Entity type:** Profit Corporation

**UBI #:** 601-091-507

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 411 108TH AVE NE  
STE 900  
BELLEVUE WA 98004-8419

**Mailing address:** PO BOX 5200  
BELMONT CA 94002-5200

**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
<a href="#">Aberdeen General Business - Non-Resident</a>	21117			Active		Mar-01-2000
<a href="#">Bellingham General Business</a>	021260			Active		Feb-10-1997
<a href="#">Bothell General Business - Non-Resident</a>	5295			Active	Sep-30-2024	Jul-16-2021
<a href="#">Bremerton General Business - Non-Resident</a>	25945			Active	Sep-30-2024	Jan-01-2007
<a href="#">Burien General Business - Non-Resident</a>	07575			Active	Sep-30-2024	Mar-23-2009
<a href="#">Longview General Business - Non-Resident</a>	585176			Active	Sep-30-2024	Sep-15-2010
<a href="#">Olympia General Business - Non-Resident</a>	1947			Active	Sep-30-2024	Sep-27-2010
<a href="#">Spokane General Business - Non-Resident</a>	T12068092BUS			Active	Sep-30-2024	Oct-15-2012

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

Governing people	Title
CATZ, SAFRA	
HIGGINS, BRIAN S	
HILBRICH, GREGORY	
KEHRING, DOUGLAS	

Registered Trade Names

Registered trade names	Status	First issued
ORACLE AMERICA, INC.	Active	Nov-12-2010

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 9/29/2023 7:55:33 AM

[Contact us](#)

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**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd** 1/18/2024

**Clerk's File #** OPR 2017-0005

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Project #</b>	
------------------------	------------------------	------------------	--

<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Bid #</b>	RFP #4196-16
---------------------------	------------------	--------------	--------------

<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Requisition #</b>	CR 25916
-----------------------	------------------------	----------------------	----------

<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	JBINGLE		
---------------------------	---------	--	--

<b>Agenda Item Name</b>	5300 PMWEB ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT		
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**Agenda Wording**

This request is for software maintenance and support which is contractually required by the software vendor. Term is 2/1/2024 through 1/31/2025, with total cost of \$107,100 plus sales tax.

**Summary (Background)**

The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$103,114 including tax. This year's total \$107,100 plus sales tax. The increase is due to additional licenses for City and County.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ \$107,100 plus taxes
------------	-------------------------

Current Year Cost	\$ \$107,100 plus taxes
-------------------	-------------------------

Subsequent Year(s) Cost	\$ \$107,100 plus taxes
-------------------------	-------------------------

**Narrative**

This request is for software maintenance and support which is contractually required by the software vendor.

**Amount**

**Budget Account**

Expense	\$ 116,739.00	# 5300-73300-18850-54214-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	January 29 <sup>th</sup> , 2024
<b>Submitting Department</b>	ITSD
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Bingle</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	PMWeb Annual Software Subscription and Support
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$103,114 including tax. This year's total \$107,100 plus sales tax. The increase is due to additional licenses for City and County.
<b>*use the Fiscal Impact box below for relevant financial information</b>	
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$107,100 plus taxes</u></p> <p style="padding-left: 20px;">Current year cost: \$107,100 plus taxes</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$107,100 plus taxes</p> <p><b>Narrative:</b> This request is for software maintenance and support which is contractually required by the software vendor.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	



Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our software.

# 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:** 12/20/23      **Type of expenditure:**    Goods     Services

**Department:** ITSD

**Approving Supervisor:** Peggy Lund

**Amount of Proposed Expenditure:** \$110,100  
 Is this against a master agreement? If yes, please provide the number:

**Funding Source** General Fund

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

**Why is this expenditure necessary now?**

This expenditure is required annually per our contract with PMWeb in support of the City's Capital Management and Engineering software.

**What are the impacts if expenses are deferred?**

The City will not have vendor support for maintenance and hosting of the City's Capital Management and Engineering software.

**What alternative resources have been considered?**

There are no other alternatives.

**Description of the goods or service and any additional information?**

PMWeb supports and hosts the City's Capital Management and Engineering software.

**Person Submitting Form/Contact:**

**Division Director:**



**CFO Signature:**



**City Administrator Signature:**



**Additional Comments:**












# Expenditure Control Form 2023\_PMWeb (002)

Final Audit Report

2024-01-04

Created:	2024-01-02
By:	JULIAN HUNT (JHUNT@SPOKANECITY.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhQfxRmpr1BwyfHHTPnsaNJdBLx9fziZV

## "Expenditure Control Form 2023\_PMWeb (002)" History

-  Document created by JULIAN HUNT (JHUNT@SPOKANECITY.ORG)  
2024-01-02 - 8:13:12 PM GMT- IP address: 73.254.88.213
-  Document emailed to Michael Sloon (msloon@spokanecity.org) for signature  
2024-01-02 - 8:13:50 PM GMT
-  Email viewed by Michael Sloon (msloon@spokanecity.org)  
2024-01-02 - 8:35:39 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Michael Sloon (msloon@spokanecity.org)  
Signature Date: 2024-01-02 - 8:40:31 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2024-01-02 - 8:40:32 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2024-01-03 - 5:03:07 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2024-01-03 - 6:41:38 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2024-01-03 - 6:41:40 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2024-01-04 - 11:59:05 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2024-01-04 - 11:59:15 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2024-01-04 - 11:59:15 PM GMT



City of Spokane

**CONTRACT RENEWAL**

Title: **CAPITOL PROJECT MANAGEMENT SOFTWARE AND IMPLEMENTATION**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 2875 NE 191st Street, PH6, Aventura, FL 33180 , as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Capitol Management Software and Implementation Services for the Public Works Division, and*

*WHEREAS, the parties wish to continue these services, thus the original Contract needs to be formally renewed by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated January 23, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on February 1, 2024 and shall end on January 31, 2025.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$107,100.00)**, plus applicable tax, in accordance with Consultant's November 1, 2023 Invoice, attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**PMWEB**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A - Certificate of Debarment  
PMWeb November 1, 2023 Invoice

**ATTACHMENT A**

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

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

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

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

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



**PMWeb**  
 2875 NE 191st Street, PH6  
 Aventura, FL 33180  
 (617) 207-7080

www.PMWeb.com

# Invoice

**Invoice #:** 11822402

**Invoice Date:** 12/13/2023

**PO Number:**

**Payment Terms:** See Due Date

**Due Date:** 1/31/2024

**Bill To:**

City of Spokane  
 INFORMATION TECHNOLOGY DEPARTMENT  
 Seventh Floor, City Hall, 808 West Spokane Falls Blvd  
 Spokane, WA 99201

PMWeb Annual SaaS: 2/1/2024 - 1/31/2025

Description	Qty	U/M	Rate	Amount
<b>PMWeb Toolbox</b>				
Basic User Pool S&M Renewal (Discounted 100%)	1	Y	0.00	0.00
<b>Subtotal: Toolbox</b>	<b>1</b>			<b>0.00</b>
<b>PMWeb SaaS</b>				
Dedicated Server Renewal	2	Y	6,000.00	12,000.00
SaaS Full User License Fee	27	Y	1,500.00	40,500.00
SaaS Guest Concurrent User License Fee	30	Y	1,200.00	36,000.00
SaaS Guest Named User License Fee	31	Y	600.00	18,600.00
<b>Subtotal: SaaS</b>	<b>90</b>			<b>107,100.00</b>

Product and Services Subject to Terms & Conditions as set forth within PMWeb Agreements		<b>Total</b>	<b>\$107,100.00</b>
Please Remit Payment To:		***All amounts are shown in Dollars (USD)***	
PMWeb Accounts Receivable 1 Pope Street Wakefield, MA 01880 EIN: 86-1875341	You may remit payment using the bank wire information below:  Full Company Name: PMWeb Bank Name: Bank of America Account#: 898114191758 Swift Code: BOFAUS3N Wire Transfer #: 026009593 ACH Transfer #: 063000047	You may remit payment via EFT using the information to the left or by check to the address at the top of this Invoice.	



< Business Lookup

**License Information:**

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

**Entity name:** PMWEB, INC.

**Business name:** PMWEB

**Entity type:** [Corporation](#)

**UBI #:** 604-755-303

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2875 NE 191ST ST  
PH 6  
AVENTURA FL 33180-2894

**Mailing address:** 1 POPE ST  
WAKEFIELD MA 01880-2179

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

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

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">SeaTac General Business - Non-Resident</a>				Active	May-31-2024	May-10-2021
<a href="#">Spokane General Business - Non-Resident</a>				Active	May-31-2024	May-07-2021

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

Governing people	Title
VERNON, MICHAEL	

**Registered Trade Names**

Registered trade names	Status	First issued
PMWEB	Active	May-04-2021



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Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2023

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

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

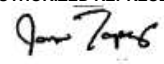
<b>PRODUCER</b> Tarpey Insurance Group, Inc. 442 Water St. Wakefield, MA 01880	<b>CONTACT NAME:</b> James P Tarpey <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> JamesTarpey@worldinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <span style="float:right">NAIC #</span> <b>INSURER A :</b> Hartford Underwriters Insurance Company <span style="float:right">30104</span> <b>INSURER B :</b> Travelers Home & Marine Insurance Co. <span style="float:right">27998</span> <b>INSURER C :</b> _____ <b>INSURER D :</b> _____ <b>INSURER E :</b> _____ <b>INSURER F :</b> _____

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			08SBMAL5KWN	5/7/2023	5/7/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	PRODUCTS - COMP/OP AGG	\$ 4,000,000						
							\$	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08SBMAL5KWN	5/7/2023	5/7/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBMAL5KWN	5/7/2023	5/7/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
							PER STATUTE	OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Crime			0106900309LB	4/3/2023	4/3/2024	Employee Dishonesty	1,000,000
B	Crime			0106900309LB	4/3/2023	4/3/2024	Computer Fraud	1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Agenda Sheet for City Council:**  
**Committee:** Finance & Administration **Date:** 02/26/2024  
**Committee Agenda type:** Discussion

<b>Date Rec'd</b>	2/14/2024
<b>Clerk's File #</b>	OPR 2021-0202
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Project #</b>	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Bid #</b>	
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Requisition #</b>	CR 26030
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
<b>Agenda Item Name</b>	5300 QUESTICA ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT		

**Agenda Wording**

Contract with Questica for Subscription and Support of Financial Planning & Management Application. Term is March 22, 2024 - March 21, 2025. Contract amount is \$186,780.25, including tax.

**Summary (Background)**

Questica, LTD, is the City's Financial Planning and Budgeting software. Questica is the only supplier for support of this system. Contract utilized Interlocal with Thurston County for the purchase. 2024 contract amount is \$186,780.25, including tax. 2023 contracted amount was \$181,340.04. The increase is 3% per the contract cap.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	YES
Total Cost	\$ 186,780.25
Current Year Cost	\$ 186,780.25
Subsequent Year(s) Cost	\$ \$192,383.60

**Narrative**

This request is for software maintenance and support which is contractually required by the software vendor.

<b>Amount</b>	<b>Budget Account</b>
Expense \$ 186,780.25	# 5300-73300-18850-54214
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Questica Annual Software Subscription & Support
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Questica, LTD is the City's Financial Planning and Budgeting software. Questica is the only supplier for support of this system. 2023 contracted amount was \$181,340.04. 2024 contract amount is \$186,780.25, including tax. The increase is 3% per the contract cap. Term is March 22, 2024 – March 21, 2025.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$186,780.25</u></p> <p>    Current year cost: <u>\$186,780.25</u></p> <p>    Subsequent year(s) cost: \$192,383.60</p> <p><b>Narrative:</b> This request is for software maintenance and support which is contractually required by the software vendor.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Yes, annually budgeted</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software support	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software support	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software support	

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Financial and Budgeting system.



**CITY OF SPOKANE**  
**CONTRACT RENEWAL**  
Title: **BUDGET SOFTWARE SUBSCRIPTION**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **QUESTICA LTD.**, whose address is 385 East Colorado Boulevard, #260, Pasadena, California 91101 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide City Budget Software Subscription Services, in accordance with Company's Software Subscription Agreement and its Service Level Metrics; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 31, 2021 and April 1, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on March 22, 2024, and run through March 21, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED FIFTY-EIGHT AND 01/100 (\$171,358.01)**, plus tax, for everything furnished and done under this Contract Renewal in accordance with the attached Questica's Invoice No. INV120359. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The 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.

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

**QUESTICA LTD.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A - Certificate of Debarment  
Questica Invoice No. INV120359.



**ATTACHMENT A**

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

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

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

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

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

**Questica Ltd.**

Questica Ltd.  
1801 W. Olympic Blvd  
File 2321  
Pasadena CA 91199-2321  
United States



**City of Spokane**

City of Spokane  
808 W Spokane Falls Blvd  
Spokane WA 99201-3333  
United States

**Invoice #** INV120359  
**Date** 1/22/2024  
**Due Date** 4/22/2024  
**PO #**  
**Terms** Net 30  
**Currency** USD

Qty	Item	Rate	Amount
1	Questica Software as a Service/Openbook: Includes help-desk with live support, access to knowledge base Questica support page and all product updates. Covering Period: 22-March 2024 to 21-March 2025.	\$140,149.01	\$140,149.01
1	Budgetbook Annual Subscription: Covering Period: 22-March 2024 to 21-March 2025.	\$31,209.00	\$31,209.00
		<b>Subtotal</b>	\$171,358.01
		<b>Tax Total</b>	\$15,422.24
		<b>Total</b>	\$186,780.25

Banking information for ACH/Wire:  
Bank Name: City National Bank  
Location: Los Angeles, CA 90071  
Account Number: 270143636  
ABA Number: 122016066

Please make checks payable to Questica Ltd. and mail to:  
Questica Ltd  
FILE 2321  
1801 W. Olympic Blvd  
Pasadena, CA 91199-2321

If you have any questions about this invoice, would like information about setting up bank drafts or ACH payments or would like to provide Questica with a payment status update please email to [billing@questica.com](mailto:billing@questica.com)

Should you wish to dispute anything about this invoice, please do so by emailing the details of your dispute to [billing@questica.com](mailto:billing@questica.com) within 30 days of receipt of this invoice.



< Business Lookup

**License Information:**

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

**Entity name:** QUESTICA LTD. DBA QUESTICA 2 LTD.

**Business name:** QUESTICA LTD

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-283-536

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 777 SOUTH FIGUEROA STREET  
STE 4600  
LOS ANGELES CA 90017-2513

**Mailing address:** 385 E COLORADO BLVD  
STE 260  
PASADENA CA 91101-6105

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

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

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Bellingham General Business</a>	063368			Active		Jun-07-2018
<a href="#">Spokane General Business - Non-Resident</a>				Active	May-31-2024	Mar-26-2019

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

Governing people	Title
FRICKE, MICHAEL	
KERR, JUSTIN	

**Registered Trade Names**

Registered trade names	Status	First issued
QUESTICA LTD	Active	May-14-2018



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/6/2023 12:58:33 PM

**Contact us**

How are we doing?

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Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

6/30/2024

DATE (MM/DD/YYYY)

6/15/2023

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	StarNet Insurance Company	40045
INSURER B :	Berkley National Insurance Company	38911
INSURER C :	Associated Industries Insurance Co, Inc.	23140
INSURER D :	HDI Global Specialty SE	40041
INSURER E :		
INSURER F :		

COVERAGES GTYTE03 CERTIFICATE NUMBER: 19324673 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	7022821-10	6/15/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7022821-10	6/15/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	7022821-10	6/15/2023	6/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7022822-10	6/15/2023	6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Primary Tech E&O/Cyber	N	N	AES1234121-00	6/15/2023	6/30/2024	\$5M Ded: \$50K
D	Excess Tech E&O/Cyber	N	N	FRH-H-CT-00000758-01	6/15/2023	6/30/2024	\$5,000,000 xs \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*Coverage: Crime/Carrier: Illinois Union Insurance Company | Dates: 07/07/2023 - 6/30/2024, Policy #: 8261-3511 - Limit: \$1M. Tech E&O liability is included in the Professional liability policy\*  
City of Spokane WA. is an Additional Insured with respect to the liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. 30 Day Notice of Cancellation applies per the applicable policy language or endorsements.

## CERTIFICATE HOLDER

## CANCELLATION

19324673  
City of Spokane WA.  
808 W Spokane Falls Blvd  
Spokane WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*Adam D. McSweeney*

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/14/2024

**Clerk's File #**

OPR 2022-0412

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

INFORMATION TECHNOLOGY

**Project #****Contact Name/Phone**

MICHAEL 625-6468

**Bid #**

RFP 5435-21

**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

**Requisition #**

MASTER

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5300 VOLT - TECHNICAL SERVICES FOR PMO &amp; ITSD PROJECTS

**Agenda Wording**

Contract with Volt Management Corp. for technical services in support of PMO and ITSD projects. Requesting \$150,000. Term is May 1, 2024-April 30, 2025.

**Summary (Background)**

The PMO, CHHS, and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt Management, was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Previous term was May 1, 2022 - April 30, 2024 for \$350,000 per year.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 150,000.00

Current Year Cost \$ 150,000.00

Subsequent Year(s) Cost \$ 150,000.00

**Narrative**

This request is for professional services in support of PMO and ITSD funded projects.

**Amount****Budget Account**

Expense \$ 150,000.00

# Various Accounts

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> 625-6468
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract for Technical Services for PMO and ITSD Projects
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	The PMO, CHHS and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt Management, was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Previous term was May 1, 2022 – April 30, 2024 for \$300,000. Current term is May 1, 2024 – April 30, 2025 for \$150,000.
<b>Summary (Background)</b>	*use the Fiscal Impact box below for relevant financial information
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$150,000</u></p> <p>    Current year cost: \$150,000</p> <p>    Subsequent year(s) cost: \$150,000</p> <p><b>Narrative:</b> This request is for professional services in support of PMO and ITSD funded projects.</p> <p><b>Funding Source</b>            <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	



Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Volt for technical services.



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 of 3**  
**Title: TECHNICAL RESOURCES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VOLT WORKFORCE SOLUTIONS, a division of VOLT MANAGEMENT, CORP.**, whose address is 2401 N. Glassell St., Orange, California 92865, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Technical Resources for the Project Management Office, CHHS, and Innovation and Technology Services Division; and,

WHEREAS, the initial contract provided for 3 additional one-year renewals, with this being the first of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, effective May 1, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on May 1, 2024 and shall run through April 30, 2025.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

5. In the event of any conflict or inconsistency between the terms of the Contract and the terms of this Contract Renewal, the terms of this Contract Renewal shall control, and any terms in the Contract which are different from or inconsistent with the terms of this Contract Renewal shall be deemed to be void and of no effect whatsoever.

Except as modified herein, all other terms and conditions of the original Agreement thereto shall remain unchanged and in full force and effect.

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

**VOLT WORKFORCE SOLUTIONS, a division  
of VOLT MANAGEMENT, CORP.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Certificate of Debarment

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



< Business Lookup

### License Information:

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

**Entity name:** VOLT MANAGEMENT CORP.

**Business name:** VOLT MANAGEMENT CORP

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-516-248

**Business ID:** 001

**Location ID:** 0023

**Location:** Active

**Location address:** 1420 N MULLAN RD  
STE 110  
SPOKANE VALLEY WA 99206-4333

**Mailing address:** TAX DEPT  
PO BOX 13500  
ORANGE CA 92857-8500

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

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

### Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>	T12033544BUS			Active	Dec-31-2024	Oct-15-2012
<a href="#">Spokane Valley General Business</a>				Active	Dec-31-2024	May-05-2016

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

Governing people	Title
ESCOFFERY, RICHARD	
GOEL, PANKAJ	
HOWELL, DIANE	
SARDANA, RAJIV	



## Registered Trade Names

Registered trade names	Status	First issued
VOLT SERVICES GROUP	Active	Jul-14-1994
VOLT WORKFORCE SOLUTIONS	Active	Jun-06-2007

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/28/2023 2:18:48 PM

### Contact us

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Street Orange, CA 92865	<b>INSURER A:</b> National Union Fire Insurance Company of P	<b>NAIC #</b> 19445
	<b>INSURER B:</b> AIU Insurance Company	<b>NAIC #</b> 19399
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W28568018

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	6882255	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7031088	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		Y	BE 033463130	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 015824921	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

City of Spokane, Snapshot CON000000012854

Agreement Executed 06/30/22

Certificate Holder is included as an Additional Insured as respects to General Liability and Umbrella/Excess Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Discussion

<b>Date Rec'd</b>	2/14/2024
<b>Clerk's File #</b>	ORD C36499
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2024-0183

**Council Meeting Date:** 03/11/2024

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN	<b>Project #</b>	
<b>Contact Name/Phone</b>	MATT BOSTON 625-6820	<b>Bid #</b>	
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Special Budget Ordinance		
<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON		
<b>Agenda Item Name</b>	0410 - SBO - LOCAL 270 PROSECUTORS LABOR AGREEMENT		

**Agenda Wording**

Approval of the SBO regarding the Local 270 Prosecutors Labor Agreement

**Summary (Background)**

The City of Spokane Prosecuting Attorneys' (270-PA) collective bargaining agreement (CBA) expired on December 31, 2023. The City's negotiating team and 270-PA met two (2) times starting on November 30, 2023, and January 26, 2024. On January 26, 2024, a Tentative Agreement (TA) was reached and approved by the Prosecutors union (270 -PA). In early February 2024, the Prosecutors voted and approved the TA.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost	\$ 80,000 (\$145,000 increased cost, \$65,000 was included in the 2024 Budget)
Current Year Cost	\$ 80,000 (\$145,000 increased cost, \$65,000 was included in the 2024 Budget)
Subsequent Year(s) Cost	\$ 145,000 x the contracted cost-of-living adjustment % per year

**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Expense \$ -80,000	# 0520-30101-25600-54261-99999
Expense \$ 80,000	# 0500-33200-15300-51001-99999
Select \$	#
Select \$	#
\$	#
\$	#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

STRATTON, JESSICA

**Division Director**

BOSTON, MATTHEW

**Accounting Manager**

BUSTOS, KIM

**Legal**

SCHOEDEL, ELIZABETH

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**MANAGEMENT &**

STRATTON, JESSICA

**Distribution List**

kbustos@spokanecity.org

ywang@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Matt Boston
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a> 509-625-6820
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5:00
<b>Agenda Item Name</b>	SBO - Local 270 Prosecutors Labor Agreement
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>The City of Spokane Prosecuting Attorneys' (270-PA) collective bargaining agreement (CBA) expired on December 31, 2023. The City's negotiating team and 270-PA met two (2) times starting on November 30, 2023, and January 26, 2024. On January 26, 2024, a Tentative Agreement (TA) was reached and approved by the Prosecutors union (270 -PA). In early February 2024, the Prosecutors voted and approved the TA.</p> <p>In anticipation of the upcoming labor agreement, the 2024 budget assumed a 5.0% cost-of-living adjustment (COLA) before the specifics of the agreement were known. This SBO acknowledges that 5.0% increase by only including anticipated expenses beyond that threshold.</p> <p>The 5% assumed COLA in the 2024 budget amounted to a total increase of about \$65,000. The total incremental cost of the TA in 2024 is expected to be about \$145,000. This SBO is intended to cover the \$80,000 difference.</p> <p>The \$80,000 is split between wages and benefits as follows:</p> <ul style="list-style-type: none"> <li>- \$67,425 is for wages,</li> <li>- \$7,415 is for retirement,</li> <li>- \$5,160 is for Federal payroll taxes.</li> </ul> <p>The Emergency Management program has historically paid the County for an Emergency Management Interlocal Agreement, but this will not occur in 2024. This payment was still budgeted for, so we are moving \$80,000 of this appropriation from Emergency Management to Legal for the increased cost of this tentative agreement.</p> <p><b>Notable items from the Tentative Agreement Briefing Paper include:</b></p> <ol style="list-style-type: none"> <li>1. The proposed TA provides for an average total cost of compensation (TCC) increase of approximately 10.0% in 2024 and between 5.1% and 5.8% in 2025.</li> <li>2. Two-year contract term-January 1, 2024 through December 31, 2025.</li> </ol>

3. Salary Amendment: Parity will be established between the Public Defender II pay scale and the 270-PA pay scale from January 1, 2024, through September 30, 2024.

Step	Hourly	Est. Biweekly	Est Monthly	Est Annual
1	32.83	2,626	5,712	68,549
2	36.80	2,944	6,403	76,838
3	40.60	3,248	7,064	84,773
4	45.03	3,602	7,835	94,023
5	49.65	3,972	8,639	103,669
6	53.95	4,316	9,387	112,648

4. Parity between the Public Defender II pay scale and the 270-PA pay scale beginning October 1, 2024, as outlined below:

Step	Hourly	Est. Biweekly	Est Monthly	Est Annual
1	34.48	2,758	6,000	71,994
2	38.64	3,092	6,723	80,680
3	42.63	3,410	7,418	89,011
4	47.29	3,783	8,228	98,742
5	52.14	4,171	9,072	108,868
6	56.65	4,532	9,857	118,285

**Cost of Living Adjustment:**

Effective the pay period that includes July 1, 2025, there will be a cost-of-living adjustment (COLA) to the steps established October 1, 2024 based on the average of the February 2024-February 2025 CPI-U (Seattle/Tacoma/Bellevue) and the February 2024-February 2025 CPI-W (West B/C), subject to a minimum wage increase of 2.5% to a maximum wage increase of 4%.

**Fiscal Impact**

Approved in current year budget?  Yes  No  N/A

Total Cost: \$80,000 (\$145,000 increased cost, \$65,000 was included in the 2024 budget).

Current year cost: \$80,000 (\$145,000 total cost increase).

Subsequent year(s) cost: \$145,000 x the contracted cost-of-living adjustment % per year.

**Narrative:** Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

**Funding Source**  One-time  Recurring  N/A

Specify funding source: Reallocation

Is this funding source sustainable for future years, months, etc? No, in future years the General Fund will need to absorb this through increased revenues, or by reductions to General Fund departments.

**Expense Occurrence**  One-time  Recurring  N/A

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?

Speaking specifically to the SBO as outlined, this proposal should not directly impact any specific group within our community. It was previously determined that the Emergency Management contract with the County wasn't being paid in 2024, so funding this TA with that appropriation will not have a direct impact on any group within our community.

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

This SBO is not directly changing the course of programs or spending for the City, so there won't be any data to collect as a result. Any data collection would pertain to the prosecutors as part of continued standard operations rather than the incremental cost of a new labor agreement.

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

This is not particularly quantifiable. One could argue that increasing the wages should improve the caliber of employees that the City is able to attract, but that's difficult to express using numbers without a standard to apply this to.

Increasing wages is one approach to reducing employee turnover, so in theory Legal could compare turnover between years past & future. In the previous contract, the prosecutors had agreed to a 0% COLA in 2023 which was compounded by it being a period of high inflation. It's not out of the realm of possibility that employees were more likely to leave in search of higher wages. With only 11 prosecutors I would not think that this data would be statistically significant regardless of what it shows.

- 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 is required to establish collective bargaining agreements, so this process is a necessity. The City of Spokane also has a duty to its citizens to uphold the law. This is often resolved in a court of law which requires prosecutors. These prosecutors should be fairly compensated to help Spokane stay competitive with other firms and organization in order to attract and keep strong employees.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO C36499

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease appropriation by \$80,000.
  - A) Of the decreased appropriation, \$80,000 is removed solely from contractual services in the Mayor's Office for the emergency preparedness interlocal agreement with Spokane County.
- 2) Increase appropriation by \$80,000.
  - A) Of the increased appropriation, \$80,000 is provided solely for wages and benefits in the Legal Department due to the tentative agreement between the City of Spokane and the Local 270 Prosecuting Attorneys bargaining unit.
  - B) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to change the wages of personnel impacted by the 270 Prosecutors' collective bargaining agreement, 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

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

RES 2024-0027

**Renews #**

**Cross Ref #**

ORD C36502

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

WASTEWATER MANAGEMENT

**Project #**

**Contact Name/Phone**

RAYLENE 625-7901

**Bid #**

**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 PUBLIC RULE – INDUSTRIAL PRETREATMENT PROGRAM FEES

**Agenda Wording**

Updated pretreatment fees resolution and updated public rule.

**Summary (Background)**

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2024.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Updated pretreatment fees

**Amount**

**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

ARRINGTON, KYLE

**Division Director**

FEIST, MARLENE

**Accounting Manager**

ALBIN-MOORE, ANGELA

**Legal**

SCHOEDEL, ELIZABETH

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**Distribution List**

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Tax & Licenses

atagnani@spokanecity.org

hbarnhart@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Wastewater Management – Riverside Park Water Reclamation Facility (RPWRF)
<b>Contact Name</b>	Raylene Gennett (509) 625-7901
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> (509)625-7901
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Public Rule – Industrial Pretreatment Program Fees
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2024.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> Resolution to Adopt Public Rule to establish and update Pretreatment fees</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) revenue generating</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.</p>	

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

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

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

This proposal aligns with the City's Purchasing Policy. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. PIES February 26, 2024.

**RESOLUTION**

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, section 7 of the Public Rule has been updated to reflect current billing procedures; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of **DATE.**

ADOPTED by City Council this \_\_\_\_ day of **MONTH YEAR.**

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____  LGL 2020-_____
<b>TITLE: RPWRF &amp; INDUSTRIAL PRETREATMENT PROGRAM &amp; LAB ANALYSIS FEES.</b>	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

## 3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A  
Spokane Municipal Code (SMC) Chapter 13.03  
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977  
– 33 USC section 1251 et seq.  
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403  
Chapter 90.48 RCW  
Chapter 173-216 WAC  
EPA Region 10 Model Ordinance for Pretreatment Programs  
Enforcement Response Plan located at RPWRF  
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

#### 4.0 DEFINITIONS

See SMC 13.03A.  
See SMC 13.03.

#### 5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

#### 6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

##### 6.3 Fees and Charges:

6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.

6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).

6. 3.3 Publication of significant non-compliance notice: Costs as billed

6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.

6. 3.5 Processing fee for NSF checks: As set by City Treasurer.

6. 3.6 Administrative penalty: Five hundred dollars (\$500).

6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees
- 8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

APPENDIX A

RPWRF - PRETREATMENT FEES

<b>Pretreatment Fee</b>	<b>Dollar Amount</b>
SIU Permit Issuance	10,979 / 5 years
SIU Permit Renewal	7,315 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	1,832
Other Inspection	Chemist - time basis
SIU Sampling	1,105
Other Sampling	Lab Tech - time basis
IDA Issuance	672
IDA Renewal	366
IDA Inspection	366
NSCIU Inspection	366
Wastewater Hauler Permit Fee	240
Wastewater Hauler Permit Renewal Fee	120
Violation Publication Fee	As charged by publisher
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

<b>Laboratory Analysis Fee</b>	<b>Dollar Amount</b>
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory



EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	as charged by analyzing laboratory
Standard Methods 4500 P Phosphorus, Total	12
Standard Methods 2540D - Total Suspended Solids (TSS)	21
Standard Methods 4500 - pH	14
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	53
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	as charged by analyzing laboratory
EPA Method 200.7 - Metals, Total (by ICP) - per metal	as charged by analyzing laboratory

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

**Clerk's File #**

ORD C36500

**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

CITY ATTORNEY

**Project #****Contact Name/Phone**

TIMOTHY 6218

**Bid #****Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0500 ZIPLY FIBER LLC FRANCHISE

**Agenda Wording**

An ordinance granting Ziplly Fiber LLC a franchise agreement to operate telecommunications operations in the City's right of way. The term of the franchise is 10 years.

**Summary (Background)**

Zipty Fiber Pacific will focus in areas of the city where utilities are underground and have no option other than directional boring exists to place new fiber facilities. Zipty Wireless would use the Zipty Fiber Pacific Fiber to place wireless access points to provide high speed broadband connectivity (100/20 Mbps or higher). One of Zipty Fiber Pacific subsidiaries is Wholesail Networks, LLC, which has a current franchise agreement with the City of Spokane.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

PICCOLO, MIKE

##### Division Director

##### Accounting Manager

BUSTOS, KIM

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

Jessica.epley@zply.com

kbustos@spokanecity.org

Msloon@spokanecity.org

mfeist@spokanecity.org

lmartinez@spokanecity.org

kbustos@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Legal
<b>Contact Name</b>	Tim Szambelan
<b>Contact Email &amp; Phone</b>	<a href="mailto:tszambelan@spokanecity.org">tszambelan@spokanecity.org</a> (509) 625-6218
<b>Council Sponsor(s)</b>	CP President Betsy Wilkerson, CM Jonathan Bingle and CM Kitty Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	ZiPLY Fiber Pacific Franchise
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>ZiPLY Fiber Pacific is a competitive telecommunications carrier that would like to extend their existing fiber optic network to serve the businesses and residents of Spokane. ZiPLY Fiber LLC is registered with the WUTC as a competitive telecommunications company and is a Washington limited liability company whose home office is 135 Lake Street South, Suite 155, Kirkland, WA 98033.</p> <p>ZiPLY Fiber Pacific will focus in areas of the city where utilities are underground and have no option other than directional boring exists to place new fiber facilities. ZiPLY Wireless would use the ZiPLY Fiber Pacific Fiber to place wireless access points to provide high speed broadband connectivity (100/20 Mbps or higher). One of ZiPLY Fiber Pacific subsidiaries is Wholesail Networks, LLC, which has a current franchise agreement with the City of Spokane.</p> <p>The term of the franchise is 10 years.</p> <p>Possible utility tax revenue.</p>
<b>Proposed Council Action</b>	Approve
<b>Fiscal Impact</b>	
Total Cost: <u>No Fiscal Impact to the City of Spokane. Could receive utility tax.</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: No expenditure to the City of Spokane. The City may collect utility tax.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts Obtaining Obstruction Permits for the installation of fiber.</b>	
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? Permits will be issued for work in the public right of way.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? There will be review/oversight by city individuals for the permits issued for the work in the public right of way.

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 proposed franchise is in compliance with right of way policies and the Spokane Municipal Code.

ZIPLY FIBER LLC  
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36500

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Ziplly Fiber LLC., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Ziplly Fiber LLC., as Grantee, hereafter also "Grantee". Grantee is registered with the WUTC as a competitive telecommunications company and is a Washington limited liability company whose home office is 135 Lake Street South, Suite 155., Kirkland WA 98033. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Ziplly Fiber LLC.  
135 Lake Street South, Suite 155  
Kirkland, WA 98033

Email: Legal@ziplly.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: email: [legal@ziply.com](mailto:legal@ziply.com)

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Attention: City Clerk's Office

With a copy to:  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

### Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.



C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and municipal infrastructure. Grantee agrees that its uses in franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface or as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees facility is already occupied by City utilities the grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested

relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past-five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.
4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

**Section 7. Grantee to Restore Affected Areas**

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

**Section 8. Information, Good engineering, Inspections**

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall

comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this

Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Upon written/formal request by the City; whenever the Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or

compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

### Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

### Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee



may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County or in the United States District Court for the Eastern District of Washington.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose

behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED the City Council \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_, 2024.

I, \_\_\_\_\_, am the \_\_\_\_\_ of Ziplly Fiber LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Ziplly Fiber LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Witness: \_\_\_\_\_



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 02/26/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/12/2024

**Clerk's File #**

ORD C36501

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 03/11/2024

**Submitting Dept**

FINANCE, TREASURY & ADMIN

**Project #**

**Contact Name/Phone**

MATT BOSTON 625-6820

**Bid #**

**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

0410 - UPDATE SMC SECTION 03.01A.210

**Agenda Wording**

Update SMC section 03.01A.210

**Summary (Background)**

During SMC update was missed when Grants was moved from Purchasing to be under Accounting. This error has been discovered and is needing to be adjusted

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Matt Boston
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a> / 509-625-6820
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, CM Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Update SMC section 03.01A.210
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>During SMC update was missed when Grants was moved from Purchasing to be under Accounting. This error has been discovered and is needing to be adjusted.</p>
*use the Fiscal Impact box below for relevant financial information	
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? – N/A – Part of Finance &amp; Administration restructure</li>   <li>• 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 – Part of Finance &amp; Administration restructure</li> </ul>	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A – Part of Finance & Administration restructure
- 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 – Part of Finance & Administration restructure

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A – Part of Finance & Administration restructure

**ORDINANCE NO. C36501**

An ordinance relating to the executive and administrative organization of the City, and amending SMC section 3.01A.315.

**WHEREAS**, SMC 3.01A.215 and 3.01A.315 were previously amended to place grant management under Accounting. SMC 3.01A.315 B needs to be amended to remove the reference to federal and state funding.

The City of Spokane does ordain:

Section 1. That SMC section 03.01A.210 is amended to read as follows:

**Section 03.01A.315 Contracts and Purchasing Department**

- A. The Contracts and Purchasing Department is a financial administrative department responsible for the administration and operational support to program managers including contract engagement and compliance monitoring, relative performance and financial tracking, and budget review. Additionally, the department is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; managing inventories; and the disposal of surplus property.
- B. The department director shall act as the Chief Compliance & Procurement Officer for all City activities involving purchasing ((and other Federal/State funding)).

PASSED by the City Council on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Council President

Attest

Approved as to Form

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_



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Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/12/2024

**Clerk's File #**

ORD C36502

**Renews #****Cross Ref #**

RES 2024-0027

**Council Meeting Date:** 03/11/2024**Submitting Dept**

WASTEWATER MANAGEMENT

**Project #****Contact Name/Phone**

RAYLENE 625-7901

**Bid #****Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 ORDINANCE REVISION 13.03A

**Agenda Wording**

Pretreatment Ordinance Amendments - Wastewater Management

**Summary (Background)**

Amendments to SMC 13.03A regarding requirements for the City's Industrial Pretreatment Program. The proposed changes address typos in the text of the code. There are two noteworthy changes. 1.) The definition of significant non-compliance in 13.03A.0801 contains an error in timeframes for reporting. The timeframe is being edited to mirror language in 40 CFR Part 403. 2.) SMC 13.03A.1201 is being updated to read "applicable" pretreatment standards, rather than categorical pretreatment standards only. This change is in line with the intent of the rest of this section.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

Pretreatment Ordinance Amendments - Wastewater Management

**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

ARRINGTON, KYLE

**Division Director**

FEIST, MARLENE

**Accounting Manager**

ALBIN-MOORE, ANGELA

**Legal**

SCHOEDEL, ELIZABETH

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**Distribution List**

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Tax & Licenses

atagnani@spokanecity.org

hbarnhart@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	February 26, 2024
<b>Submitting Department</b>	Wastewater Management – Riverside Park Water Reclamation Facility (RPWRF)
<b>Contact Name</b>	Raylene Gennett (509) 625-7901
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> (509)625-7901
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Pretreatment Ordinance Amendments – Wastewater Management
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Amendments to SMC 13.03A regarding requirements for the City’s Industrial Pretreatment Program. The proposed changes address typos in the text of the code. There are two noteworthy changes.</p> <ol style="list-style-type: none"> <li>1.) The definition of significant non-compliance in 13.03A.0801 contains an error in timeframes for reporting. The timeframe is being edited to mirror language in 40 CFR Part 403.</li> <li>2.) SMC 13.03A.1201 is being updated to read “applicable” pretreatment standards, rather than categorical pretreatment standards only. This change is in line with the intent of the rest of this section.</li> </ol>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>Pretreatment ordinance amendment</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) revenue generating</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.</p>	

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

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

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

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

**Council Subcommittee Review**

Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. PIES February 26,2024.

ORDINANCE NO. C36502

An ordinance relating to Pretreatment; amending SMC section 13.03A.0301; 13.03A.0408; 13.03A.0801; and 13.03A.1201; chapter 13.03A of the Spokane Municipal Code and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0301 is amended to read as follows:

**13.03A.0301 Permits as to Existing Sources, Existing Users [3.1]**

Any existing source or existing user determined by the Plant Manager to be an SIU not already permitted shall apply for a permit under this chapter. The Plant Manager may notify such persons of the requirement and allow up to sixty days for existing users and such time as required by federal law for existing sources, but this shall not exceed sixty days unless an applicant demonstrates it is entitled to additional time. This requirement also applies to existing permittees subject to new requirements under this chapter. Regardless of notification or other requirements, in no event shall an SIU subject to categorical standards fail to submit a baseline report within the one hundred eighty day deadline in 40 CFR §403.12(b). Baseline reports must be signed as provided in [SMC 13.03A.0305\(A\)](#) and fees will be assessed in accordance with [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 2: That SMC section 13.03A.0408 is amended to read as follows:

**13.03A.0408 Non-compliance Reporting [4.8 modified]**

If sampling performed by a user indicates a violation, the user must notify the Plant Manager within twenty-four hours of becoming aware of the violation. Within five (5) days following such discharge, the ((User)) user shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the ((User)) user to prevent similar future occurrences. Such notification shall not relieve the ((User)) user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the ((User)) user of any fines, penalties, or other liability which may be imposed pursuant to this chapter. The user shall also repeat the sampling and analysis and submit the results of a repeat analysis to the Plant Manager within thirty days after becoming aware of the violation. Where the City has performed the sampling and analysis in lieu of the Industrial User, the City must perform the repeat sampling and analysis unless it notifies the ((User)) user of the violation and requires the ((User)) user to perform the repeat analysis. Resampling is not required if:

A. the City performs sampling at the user's facility at least once a month, or

- B. if the City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the City receives the results of this sampling. (See 40 CFR §403.12(g)(2)).

Any costs associated with sampling or resampling shall be borne by the ((User)) user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 3: That SMC section 13.03A.0801 is amended to read as follows:

### **13.03A.0801 Annual Publication of Violators**

#### A. Publishing.

The Plant Manager publishes within sixty days of the new year a list of the users which, at any time during the previous calendar year, were in significant non-compliance with applicable pretreatment standards and requirements. The list is published in a newspaper of general circulation in Spokane County. Costs of publication will be billed to the users listed as an additional cost of utility service.

#### B. The term “significant non-compliance” means:

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions that the Plant Manager determines has caused, alone or in combination with other causes, interference or pass through, or otherwise endangered the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Plant Manager's exercise of emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of BMPs, which the Plant Manager determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits.
5. Technical review criteria (TRC) violations, defined here as those in which thirty three percent or more of wastewater measurements taken for each

pollutant parameter during a rolling six-month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as referenced in Article II, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH. ["1.4" and "1.2" as used herein mean one hundred forty percent or one hundred twenty percent respectively of applicable permit limits.]

6. Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within ((~~thirty~~) forty-five) calendar days after the due date. This includes initial and periodic monitoring reports and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report non-compliance.

C. Applicability.

The criteria in subsections (B)(1) through (3) of this section are applicable to all users, whereas the criteria in subsections (B)(4) through (8) of this section are only applicable to SIUs.

Section 3: That SMC section 13.03A.1201 is amended to read as follows:

**13.03A.1201 Upset [12.1]**

- A. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary non-compliance with applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to non-compliance with applicable pretreatment standards if the requirements of subsection (C) of this section are met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
  1. an upset occurred and the user can identify the cause(s) of the upset;



2. the facility was at the time being operated in a prudent and workman like manner and in compliance with applicable operation and maintenance procedures; and
  3. the user has submitted the following information to the Plant Manager within twenty four hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five days:
    - a. A description of the discharge and cause of non-compliance.
    - b. The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
    - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with applicable pretreatment standards unless otherwise required by law. Such opportunity may be conditioned on other requirements such as exhaustion of administrative remedies or other applicable conditions.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with ~~((categorical))~~ applicable pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Section 5: Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_, 2024.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date