

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 June 24, 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 June 24, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 428 00462; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, June 21, 2024, and ending at 6:00 p.m. on Monday, June 24, 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 June 24, 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., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 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. 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.
- 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. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- 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

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, special considerations, 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. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 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. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral 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.
 - 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.¹

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 24, 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)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

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

Plan Commission: Two Appointments

Confirm

CPR 1981-0295

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

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| <p>1. CHHS Board Recommendations for Department of Commerce Homeless, Housing, Operations, and Services funding allocations for contract term of three years (July 1, 2024, through June 30, 2027) and approval to allow CHHS to enter into contract agreements with the subrecipients—Total Award Recommendation: \$7,649,705. (Agenda item and associated proposed amendments deferred from June 3, 2024, Agenda) (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)</p> | <p>Approve</p> | <p>OPR 2024-0439</p> |
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Arielle Anderson

Navarrete Proposed Amendment (on behalf of City Administration):

- Request motion to amend previous version of OPR 2024-0439 with proposed updates filed May 30, 2024, and included in agenda packet under OPR 2024-0439.

Cathcart Proposed Amendment:

- Request motion to amend previous version of OPR 2024-0439 with proposed updates filed May 31, 2024, and included in agenda packet under OPR 2024-0439.

Dillon/Navarrete Proposed Amendment:

- Request motion to amend previous version of OPR 2024-0439 with proposed updates filed May 31, 2024, and included in agenda packet under OPR 2024-0439.

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| 2. | Purchase from Bud Clary Ford of two 2023 Mach E vehicles to be assigned solely to the Spokane Fire Department CARES Team—\$108,382.66. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
David Stockdill | Approve | OPR 2024-0486 |
| 3. | Five-year Purchased Service Contract with RACOM Corporation (Spokane Valley, WA) for purchase and installation of electronic equipment and related components for the Spokane Fire Department’s small response vehicles from June 1, 2024, through May 31, 2029—not to exceed \$100,000 for the first year and \$75,000 per year for the remainder of the contract term (plus tax, if applicable). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
David Stockdill | Approve | OPR 2024-0487
IRFP 6106-24 |
| 4. | Purchase from Aardvark Tactical of 28 new vests with accessories for the Spokane Police Department SWAT Team—\$98,694.05 (incl. tax and shipping). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Major Eric Olsen | Approve | OPR 2024-0488 |
| 5. | Contract Extension with Central Square for administration of the False Alarm Program for the Spokane Police Department through January 30, 2025—\$220,000 Revenue. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Major Eric Olsen | Approve | OPR 2011-0535 |
| 6. | Contract Renewal with ABM Industry Groups LLC (Spokane) for janitorial services for Spokane Police Department properties from June 1, 2024, through May 31, 2025—\$65,745.84 (plus tax, if applicable). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete) Major Eric Olsen | Approve | OPR 2021-0385 |

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| <p>7. Low Bid of Shamrock Paving, Inc. (Spokane) for 2024 Paving Unpaved Streets project—\$874,326. An administrative reserve of \$87,432.60, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Deferred from June 10, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
 Dan Buller</p> | <p>Approve</p> | <p>OPR 2024-0351
 ENG 2024049
 ENG 2024050
 ENG 2024051</p> |
| <p>8. Low Bid of (to be determined at bid opening) (City, ST) for the Washington/Stevens Grind and Overlay project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
 Dan Buller</p> | <p>Approve</p> | <p>OPR 2024-0489
 ENG 2023118</p> |
| <p>9. Contracts for repairs and maintenance of medium and heavy-duty city-owned vehicles for 5 years from May 1, 2024, through April 30, 2029, with:</p> | <p>Approve</p> | <p>RFP 6037-24</p> |
| <p>a. Western Peterbilt, LLC dba Dobbs Peterbilt (Liberty Lake, WA) (primary vendor)—not to exceed \$4,000,000 (\$800,000 annually) (plus tax, if applicable).</p> | | <p>OPR 2024-0490</p> |
| <p>b. Kenworth Sales Company (Spokane) (secondary vendor)—not to exceed \$1,000,000 (\$200,000 annually) (plus tax, if applicable).</p> | | <p>OPR 2024-0491</p> |
| <p>c. Cummins Sales & Service (Spokane) (secondary vendor)—not to exceed \$1,000,000 (\$200,000 annually) (plus tax, if applicable).</p> | | <p>OPR 2024-0492</p> |
| <p>d. Gordon Truck Centers, Inc. dba Freightliner Northwest (Spokane) (tertiary vendor)—not to exceed \$500,000 (\$100,000 annually) (plus tax, if applicable).</p> | | <p>OPR 2024-0493</p> |
| <p>e. SWS Equipment, Inc. (Spokane Valley, WA) (tertiary vendor)—not to exceed \$500,000 (\$100,000 annually) (plus tax, if applicable).</p> | | <p>OPR 2024-0494</p> |
| <p>f. RWC International, Ltd., RWC Group (Spokane Valley, WA) (tertiary vendor)—not to exceed \$500,000 (\$100,000 annually) (plus tax, if applicable).</p> | | <p>OPR 2024-0495</p> |

(Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Rick Giddings

- | | | |
|--|--|--------------------------------------|
| <p>10. Outside Special Counsel Contract Amendment with Keating, Bucklin & McCormack, Inc. P.S. (Seattle, WA) to assist the City in the legal matters of The Estate of Robert Bradley, et al. v. City of Spokane, et al.—additional \$100,000. (Total contract amount: \$250,000.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)</p> | <p>Approve</p> | <p>OPR 2023-0240</p> |
| <p>Michael Piccolo</p> | | |
| <p>11. Personal Service Agreement with J. Stout Enterprises, LLC – J. Stout Auctions (Spokane) for ongoing public auction services for all city departments from July 1, 2024, through June 30, 2029—approximately \$300,000 Revenue estimated annually. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> | <p>Approve</p> | <p>OPR 2024-0496
RFP 6086-24</p> |
| <p>Jason Nechanicky</p> | | |
| <p>12. Contract Amendment with Benevate, Inc. dba Neighborly Software (Atlanta, GA) for hosted software and support in order to carry out necessary notice of funding opportunities for the remaining ARPA projects from December 1, 2023, through November 30, 2024—\$14,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)</p> | <p>Approve</p> | <p>OPR 2020-0935</p> |
| <p>Michelle Murray</p> | | |
| <p>13. Developer Agreement regarding the construction of a pump station, force main, gravity sewer system to serve properties in the Lower Terrace (Northwest) area of the City of Spokane. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</p> | <p>Approve &
Authorize
Contract</p> | <p>OPR 2024-0497</p> |
| <p>Eldon Brown</p> | | |
| <p>14. Recommendation to list the Cook-Abele House, located at 1032 N. A Street, on the Spokane Register of Historic Places. (Council Sponsors: Council Members Klitzke, Bingle, and Zappone)</p> | <p>Approve &
Authorize
Agreement</p> | <p>OPR 2024-0498</p> |
| <p>Megan Duvall</p> | | |
| <p>15. Amended and Restated Interlocal Consortium Agreement with Spokane County under the Workforce Innovation and Opportunity Act of 2014. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</p> | <p>Approve</p> | <p>OPR 2013-0448</p> |
| <p>Steve MacDonald</p> | | |

- 16. Amended and Restated Interlocal Agreement with Spokane County to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Steve MacDonald Approve OPR 2013-0449
 - 17. Amendment to Washington State Department of Commerce Housing Division Homelessness Assistance Unit System Demonstration Grant—additional \$9,100,203. Total award amount: \$24,921,140. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Adam Schooley Approve OPR 2023-0701
 - 18. Consultant Agreement with MIG Inc. (Seattle, WA) to conduct a planning project to develop recommendations for Transit-Oriented Development on the Division Street Corridor from June 24, 2024, through December 31, 2025—not to exceed \$405,000 (plus tax). (Relates to Special Budget Ordinance C36530) (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)
Colin Quinn-Hurst Approve OPR 2024-0499
 - 19. Report of the Mayor of pending:
 - 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: \$_____.Approve & Authorize Payments CPR 2024-0002
CPR 2024-0003
 - 20. a. City Council Meeting Minutes: _____, 2024. Approve All CPR 2024-0013
 - b. City Council Standing Committee Meeting Minutes _____, 2024.
-

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

- ORD C36529** **Housing Sales Tax Fund**
1) Increase appropriation by \$2,581,320.
A) Of the increased appropriation, \$2,581,320 is provided solely for contractual services.

(This action arising from the Hifumi en apartment project.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Arielle Anderson

- ORD C36530** **Miscellaneous Grants Fund**
1) Increase revenue by \$405,000.
A) Of the increased revenue, \$405,000 is provided solely for grant revenue from the STA's Federal Transit Administration's Pilot Program for Transit-Oriented Development Planning grant in the Planning Services department.
2) Increase appropriation by \$405,000.
A) Of the increased appropriation, \$405,000 is provided solely for contractual services.

(This action arises from the Spokane Transit Authority's grant award for transit-oriented development planning.) (Relates to Consent Agenda Item No. 18.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Colin Quinn-Hurst

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36531** Relating to the establishment of a two-year biennial budget beginning January 1, 2025, in accordance with Chapter 35.34 RCW; amending the title to Chapter 7.01 of the Spokane Municipal Code; amending SMC 7.01.010; adopting new sections 7.01.020 and 07.01.030 to chapter 7.01 of the Spokane Municipal Code and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) **Michael Piccolo**

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0053 Referred to as “Safe Streets Now!” and requesting the Mayor to direct the Public Works Department to implement adaptive design strategies for transportation infrastructure within the City of Spokane to be paid through the Traffic Calming Measures Fund. (Deferred from June 3, 2024, Agenda) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)
Council Member Zappone
- RES 2024-0055 Adopting the City of Spokane's federal legislative agenda for the years 2024-2025. (Council Sponsors: Council Members Zappone, Bingle, and Dillon)
Erik Poulsen
- RES 2024-0056 Approving the appointment of _____ as the Budget Director for the Spokane City Council. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Giacobbe Byrd
- RES 2024-0057 Approving settlement of claim for damages of Wayne Stronk—\$59,990.96. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Scott Jordan
- RES 2024-0058 Setting forth the City Council’s approval and endorsement of funding for contracts arising from the HOME-ARP grants and authorizing the execution of the applicable and appropriate contracts to once formalized without further City Council action. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Heather Page
- RES 2024-0059 Appointing new members to the Equity Subcommittee of the City Council’s Finance and Administration Committee and setting the length of member terms. (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Cathcart)
Alex Gibilisco
- RES 2024-0060 (To be considered under Hearings Item H1.)
- ORD C36517 Establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code. (As amended on April 29, 2024) (Ordinance and associated proposed amendments deferred from May 6, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Adam McDaniel

Wilkerson Proposed Amendment:

- Request motion to amend previous version of Final Reading Ordinance C36517 with proposed updates filed May 3, 2024, and included in agenda packet under ORD C36517.

Zappone Proposed Amendment:

- Request motion to amend previous version of Final Reading Ordinance C36517 with proposed updates filed May 3, 2024, and included in agenda packet under ORD C36517.

Cathcart Proposed Amendment:

- Request motion to amend previous version of Final Reading Ordinance C36517 with proposed updates filed May 3, 2024, and included in agenda packet under ORD C36517.

ORD C36528 Streamlining licensing requirements for entertainment facilities and all ages venues; repealing Sections 10.23A.040 and 10.23A.60 of the Spokane Municipal Code; amending Sections 04.04.020, 10.23A.020, 10.23A.030 and 10.70.100 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Adam McDaniel

ORD C36120 Vacating the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street. (First Reading held October 25, 2021) (Council Sponsors: Council Members Zappone and Klitzke)

Eldon Brown

FIRST READING ORDINANCES

ORD C36532 Relating to the City’s Code of Ethics; adopting a new Chapter 01.04B of the Spokane Municipal Code and repealing Chapter 01.04A of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Dillon)

Michael Piccolo

ORD C36533 Relating to Whistleblower Protection; adopting a new Chapter 01.04C of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Dillon)

Michael Piccolo

ORD C36534 Titled “Gun Violence Prevention for a Safer Spokane,” relating to the establishment provisions relating to firearms safety and prevention; adopting a new Chapter 10.75 to Title 10 of the Spokane Municipal Code, and repealing Section 12.05.065 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)

Council Member Dillon

ORD C36535 To adopt an overlay zone for property located at 1925 W. 36th Avenue in the City and Council of Spokane, State of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

Melissa Owen

ORD C36536 To adopt an overlay zone for property located at 4502 N. Havana Street, 4599 E. Longfellow Street, and 4522 E. Longfellow Avenue in the City and County of Spokane, State of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

Melissa Owen

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

H1.	Hearing on Resolution 2024-0060 adopting the 2025-2030 Six-Year Comprehensive Street Program. (Council Sponsor: Council President Wilkerson and Council Members Bingle and Klitzke) Kevin Picanco	Adopt	RES 2024-0060
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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.

**Motion to Approve Advance Agenda for June 24, 2024
(per Council Rule 2.1.B)**

ADJOURNMENT

The June 24, 2024, Regular Legislative Session of the City Council will be held and is adjourned to July 8, 2024.

Note: The regularly scheduled City Council meeting for Monday, July 1, 2024, has been canceled in recognition of July 4th week.

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. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 06/24/2024

Date Rec'd

5/8/2024

Clerk's File #

CPR 1981-0295

Renews #

Cross Ref #

Submitting Dept

MAYOR

Project #

Contact Name/Phone

ADAM 6779

Bid #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF AMBER LENHART TO THE PLAN COMMISSION

Agenda Wording

Mayor Brown has appointed Amber Lenhart to the Plan Commission for a term of June 24, 2024 -June 24, 2027.

Summary (Background)

The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.

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

PICCOLO, MIKE

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	June 3, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Amber Lenhart to the Plan Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Amber Lenhart to the Plan Commission for a term of June 3, 2024 –June 3, 2027.</p> <p>The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council.</p> <p>The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.</p> <p>The Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:</p> <ul style="list-style-type: none"> • Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan • Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
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 <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? 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?

N/A

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

N/A

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

N/A

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

This appointment aligns with the Plan Commission membership requirements of SMC 04.12.030.



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

6/4/2024

Clerk's File #

CPR 1981-0295

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF DAVID EDWARDS TO THE PLAN COMMISSION

Agenda Wording

Mayor Brown has appointed David Edwards to the Plan Commission for a term of June 24, 2024 -June 24, 2027.

Summary (Background)

The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council.

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

Select Committee Name

Committee Date	June 24, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of David Edwards to the Plan Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed David Edwards to the Plan Commission for a term of June 24, 2024 –June 24, 2027.</p> <p>The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council.</p> <p>The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.</p> <p>The Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:</p> <ul style="list-style-type: none"> • Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan • Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>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</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p>	

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?

N/A

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

N/A

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

N/A

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

This appointment aligns with the Plan Commission membership requirements of SMC 04.12.030.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/13/2024**Committee Agenda type:** Discussion**Date Rec'd**

5/14/2024

Clerk's File #

OPR 2024-0439

Renews #**Cross Ref #****Council Meeting Date:** 06/03/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Project #**Contact Name/Phone**

ARIELLE 509-564-5278

Bid #**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

Requisition #**Agenda Item Type**

Report Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680- HOMELESS, HOUSING, OPERATIONS, AND SERVICES (HHOS) FUNDING

Agenda Wording

CHHS receives funds from WA State Dept of Commerce CHG/HEN, ESG, HSG, and HAA which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.

Summary (Background)

CHHS released the 2023 NOFA on 9/8/23 and issued a RFP for an estimated \$7.6 million annually in federal, state, and local funds for the July 1, 2024-June 30, 2027 which aligns with the Commerce funding cycle. The RFP closed 10/13/23 with 36 applications received and \$18.9 million requested. The RFP Committee and CHHS Board reviewed applications to make recommendations.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 7,649,705

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Proposed subrecipient contracts include projects earmarked as: 1. HUD Emergency Solutions Grant (ESG) 1:1 local funds match requirement 2. Department of Commerce allocations to Permanent Supportive Housing and Housing and Essential Needs program

Amount**Budget Account**

Expense \$ 990,000 # 1540-95570-65410-54201-99999

Expense \$ 278,615 # 1540-95573-65410-54201-99999

Expense \$ 3,740,000 # 1540-95572-65410-54201-99999

Expense \$ 895,063 # 1540-95571-65410-54210-99999

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	KINDER, DAWN
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

kcederquist@spokanecity.org	arielleanderson@spokanecity.org
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dkinder@spokanecity.org	sbrown@spokanecity.org
aduffey@spokanecity.org	dnorman@spokanecity.org
mmurray@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle Anderson, CHHS director
Contact Email & Phone	arielleanderson@spokanecity.org 509.564.5278
Council Sponsor(s)	Zappone, Klintze, Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	Homeless, Housing, Operations, and Services (HHOS) Funding Allocation FY2024-2027
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Community, Housing, and Human Services (CHHS) Department receives funds from the Washington State Department of Commerce Consolidated Homeless Grant/Housing and Essential Needs (CHG/HEN), HUD Emergency Shelter Grant (ESG), local Human Services (HSG) and local Homeless Housing Assistance Act (HHAA) which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.</p> <p>CHHS released the 2023 Notice of Funding Availability (NOFA) on September 8, 2023, and issued a Request for Proposals (RFP) to the public seeking projects that support the Strategic Plan, as well as align with data-driven funding priorities informed by the 2023 CHHS community needs survey. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (July 1, 2024-June 30, 2027), which aligns with the Commerce funding cycle.</p> <p>The RFP closed Oct. 13, 2023. Thirty-six applications were received and a total of \$18.9 million was requested. Members and additional participants of the Evaluation and RFP Committee of the CHHS Board were assigned applications grouped by funding source and reviewed the application packets, including staff reviews, and scored each project over the course of 4 weeks.</p> <p>The CHHS Board reviewed and accepted the RFP Committee’s recommendations on December 6, 2023. However after the initial RFP funding recommendations were shared in December, providers and advocates raised concerns about unintended and unrecognized impacts on the region’s homeless services network. Furthermore, the initial funding amounts available to subrecipients was based on estimates and were not updated during the process. Under the direction of CHHS department leadership and board, the RFP committee agreed to reconsider the recommendations.</p> <p>A Supplemental Application form was developed to provide information needed to assess impacts on various segments of the homeless services system, so that no sector would unintentionally bear the brunt of funding limitations. The opportunity to submit a Supplemental Application was limited to applicants included in the initial review; new applications were not accepted.</p> <p>The CHHS board votes on revised recommendations May 1, 2024. Significant effort is made to ensure HHOS subrecipient contracts can commence July 1, 2024.</p>

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Proposed Council Action

CHHS is seeking Council’s approval of the CHHS Board Allocation Recommendation, and approval to allow CHHS to enter into contract agreements with the subrecipients.

Fiscal Impact

Total Cost: \$7,649,705

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source: WA Department of Commerce, US Department of Housing and Urban Development, City of Spokane General Fund, Spokane County Recording Fees

Expense Occurrence One-time Recurring

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

Proposed subrecipient contracts include projects earmarked as:

1. HUD Emergency Solutions Grant (ESG) 1:1 local funds match requirement
2. Department of Commerce allocations to Permanent Supportive Housing and Housing and Essential Needs program

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

What impacts would the proposal have on historically excluded communities?

CHHS continually looks for strategies to increase services to historically excluded and underrepresented communities, which are present in Spokane’s homeless and at-risk of homelessness population at a higher rate than in Spokane’s non-homeless population. The subrecipients recommended for HHOS awards continually review their policies and practices to decrease equity disparity in homeless populations. Subrecipients include “by-and-for” organizations, which are directed and substantially controlled by individuals from the population they serve.

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 is collected through the City’s Community Management Information System (CMIS) technology and reviewed in accordance with city and state analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement. In addition data is collected through CMIS and reviewed in accordance with city, state, and federal performance metrics.

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?


Services funded through the HHOS awards align with the Five-Year Strategic Plan to End Homelessness

Funding Source	Agency	Project Name	Project Type (non-HEN)	Funding Recommendation	Funding Recommendation - adjusted to balance funding pools	Total by funding source	Source
ESG	Frontier Behavioral Health	Street Outreach	Street Outreach	\$ 50,000.00	\$ 50,000.00	\$ 250,335.00	ESG
	Nuestras Raices	Homeless Prevention/Latine	Homelessness Prevention	\$ 100,000.00	\$ 104,335.00		
	SNAP	Street Outreach	Street Outreach	\$ 96,000.00	\$ 96,000.00		
CHG	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Transitional Housing	\$ 43,000.00	\$ 43,000.00	\$ 566,695.00	CHG
	Salvation Army	Street Level Outreach	Street Outreach	\$ 120,000.00	\$ 120,000.00		
	YWCA Spokane	Domestic Violence (DV) Safe Shelter and Women in the Workforce	Emergency Shelter, entry/exit	\$ 403,695.00	\$ 403,695.00		
CHG - PSH allocation (must be ≥ \$180,000)	Catholic Charities Eastern Washington	ICM/Permanent Supportive Housing	Permanent Supportive Housing	\$ 346,000.00	\$ 347,020.00		earmarked for CHG - PSH allocation (must be ≥ \$180,000)
HHAA	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Coordinated Entry	\$ 65,000.00	\$ 65,000.00	\$ 990,000.00	HHAA
	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Diversion	\$ 162,000.00	\$ 159,000.00		
	Family Promise	Children and Family Supportive Services	Supportive Services Only	\$ 50,000.00	\$ 51,000.00		
	SNAP	Singles Homeless Coordinated Assessment	Coordinated Entry	\$ 45,000.00	\$ 45,000.00		
	SNAP	Homeless Diversion	Diversion	\$ 68,000.00	\$ 68,000.00		
	Transitions	Home Yard Cottages PSH	Permanent Supportive Housing	\$ 40,000.00	\$ 40,000.00		
	Transitions	Women's Hearth	Supportive Services Only	\$ 100,000.00	\$ 100,000.00		
	Transitions	Miryam's House	Transitional Housing	\$ 50,000.00	\$ 50,000.00		
	Volunteers of America	PSH	Permanent Supportive Housing	\$ 275,000.00	\$ 272,000.00		
	Volunteers of America	Hope House Emergency Shelter	Emergency Shelter, nightly	\$ 100,000.00	\$ 100,000.00		
	Volunteers of America	Crosswalk Youth Shelter	Emergency Shelter	\$ 40,000.00	\$ 40,000.00		
HSG	Catholic Charities Eastern Washington	House of Charity Emergency Shelter	Emergency Shelter, nightly	\$ 445,000.00	\$ 445,000.00	\$ 1,795,000.00	HSG
	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Rapid Rehousing	\$ 200,000.00	\$ 200,000.00		
	Family Promise	Children and Families Emergency Shelter	Emergency Shelter, continual	\$ 780,000.00	\$ 780,000.00		
	SNAP	SNAP Rapid Rehousing for Singles Rehousing	Rapid Rehousing	\$ 200,000.00	\$ 200,000.00		
	Transitions	Transitional Living Center	Transitional Housing	\$ 70,000.00	\$ 70,000.00		
	Volunteers of America	Alexandria's House	Transitional Housing	\$ 100,000.00	\$ 100,000.00		
							earmarked for ESG 1:1 local funding match
							earmarked for ESG 1:1 local funding match

Submitted at the request of the administration.

In Consent Agenda Item No. 16, OPR 2024-0439, Strike the Agenda Sheet and the CHHS Board Allocation (spreadsheet) and insert the attached revised Agenda Sheet and CHHS Board Allocation (spreadsheet).

No change to the council briefing paper.

 Agenda Sheet for City Council: Committee: Urban Experience Date: 05/13/2024 Committee Agenda type: Discussion Council Meeting Date: 06/03/2024	Date Rec'd	5/14/2024
	Clerk's File #	OPR 2024-0439
	Renews #	
	Cross Ref #	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	Project #
Contact Name/Phone	KERI CEDERQUIST 509-625-6577	Bid #
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG	Requisition #
Agenda Item Type	Report Item	
Council Sponsor(s)	ZZAPPONE JBINGLE KKLITZKE	
Agenda Item Name	1680- HOMELESS, HOUSING, OPERATIONS, AND SERVICES (HHOS) FUNDING	
Agenda Wording		
CHHS receives funds from WA State Dept of Commerce CHG/HEN, ESG, HSG, and HHAA which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.		
Summary (Background)		
CHHS released the 2023 NOFA on 9/8/23 and issued a RFP for an estimated \$7.6 million annually in federal, state, and local funds for the July 1, 2024-June 30, 2027 which aligns with the Commerce funding cycle. The RFP closed 10/13/23 with 36 applications received and \$18.9 million requested. The RFP Committee and CHHS Board reviewed applications to make recommendations.		
Lease?	NO	Grant related? YES
		Public Works? NO
Fiscal Impact		
Approved in Current Year Budget?	YES	
Total Cost	\$ 7,649,705.50	
Current Year Cost	\$	
Subsequent Year(s) Cost	\$	
Narrative		
Proposed subrecipient contracts include projects earmarked as: 1. HUD Emergency Solutions Grant (ESG) 1:1 local funds match requirement 2. Department of Commerce allocations to Permanent Supportive Housing and Housing and Essential Needs program		
Amount	Budget Account	
Expense \$ 990,000	# 1540-95570-65410-54201-99999	
Expense \$ 250,335	# 1540-95573-65410-54201-99999	
Expense \$ 3,501,100	# 1540-95572-65410-54201-99999	
Expense \$ 913,715	# 1540-95571-65410-54201-99999	
Expense \$ 1,795,000	# 0300-53010-65410-54201-99999	
Expense \$ 199,555.50	# 1540-95658-65410-54201-99999	

OPR 2024-0439 (NAVARRETE / ADMINISTRATION AMENDMENT)(05-30-24)(v2)

Funding Source	Agency	Project Name	Project Type	Funding Recommendation	Total by funding source	Source
ESG	Frontier Behavioral Health	Street Outreach	Street Outreach	\$ 50,000.00	\$ 250,335.00	ESG
	Nuestras Raices	Homeless Prevention/Latine	Homelessness Prevention	\$ 104,335.00		
	SNAP	Street Outreach	Street Outreach	\$ 96,000.00		
CHG	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Transitional Housing	\$ 43,000.00	\$ 913,715.00	CHG
	Salvation Army	Street Level Outreach	Street Outreach	\$ 120,000.00		
	YWCA Spokane	Domestic Violence (DV) Safe Shelter and Women in the Workforce	Emergency Shelter, entry/exit	\$ 403,695.00		
CHG - PSH allocation (must be ≥ \$180,000)	Catholic Charities Eastern Washington	ICM/Permanent Supportive Housing	Permanent Supportive Housing	\$ 347,020.00		
HHAA	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Coordinated Entry	\$ 65,000.00	\$ 990,000.00	HHAA
	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Diversion	\$ 159,000.00		
	Family Promise	Children and Family Supportive Services	Supportive Services Only	\$ 51,000.00		
	SNAP	Singles Homeless Coordinated Assessment	Coordinated Entry	\$ 45,000.00		
	SNAP	Homeless Diversion	Diversion	\$ 68,000.00		
	Transitions	Home Yard Cottages PSH	Permanent Supportive Housing	\$ 40,000.00		
	Transitions	Women's Hearth	Supportive Services Only	\$ 100,000.00		
	Transitions	Miryam's House	Transitional Housing	\$ 50,000.00		
	Volunteers of America	PSH	Permanent Supportive Housing	\$ 272,000.00		
	Volunteers of America	Hope House Emergency Shelter	Emergency Shelter, nightly	\$ 100,000.00		
	Volunteers of America	Crosswalk Youth Shelter	Emergency Shelter	\$ 40,000.00		
HSG	Catholic Charities Eastern Washington	House of Charity Emergency Shelter	Emergency Shelter, nightly	\$ 445,000.00	\$ 1,795,000.00	HSG
	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Rapid Rehousing	\$ 200,000.00		
	Family Promise	Children and Families Emergency Shelter	Emergency Shelter, continual	\$ 780,000.00		
	SNAP	SNAP Rapid Rehousing for Singles Rehousing	Rapid Rehousing	\$ 200,000.00		
	Transitions	Transitional Living Center	Transitional Housing	\$ 70,000.00		
	Volunteers of America	Alexandria's House	Transitional Housing	\$ 100,000.00		
CHG HEN + HEN FCS	Goodwill	Housing and Essential Needs	Housing and Essential Needs	\$ 3,501,100.00	\$ 3,700,655.50	CHG HEN
	Goodwill	Housing and Essential Needs + Foundational Community Supports	Housing and Essential Needs + Foundational Community Supports	\$ 199,555.50		CHG HEN FCS
Total funding recommendation - all sources				\$	7,649,705.50	

OPR 2024-0439 (CATHCART AMENDMENT)(05-31-24)

In Consent Agenda Item No. 16, OPR 2024-0439, substitute the CHHS Board Allocation (spreadsheet) with the attached spreadsheet.

OPR 2024-0439 (CATHCART AMENDMENT)(05-31-24)

Funding Source	Agency	Project Name	Project Type	Funding Recommendation	Total by funding (Admin) source	Source	Total by funding source
ESG	Frontier Behavioral Health	Street Outreach	Street Outreach	\$ 50,000.00	\$ 250,335.00	ESG	\$250,335.00
	Nuestras Raices	Homeless Prevention/Latine	Homelessness Prevention	\$ 100,335.00			
	Salvation Army	Street Level Outreach	Street Outreach	\$ 50,000.00			
	SNAP	Street Outreach	Street Outreach	\$ 50,000.00			
CHG	YWCA Spokane	Domestic Violence (DV) Safe Shelter and Women in the Workforce	Emergency Shelter, entry/exit	\$ 400,000.00	\$ 913,715.00	CHG	\$913,715.00
	Transitions	Home Yard Cottages PSH	Permanent Supportive Housing	\$ 40,000.00			
	Volunteers of America	Hope House Emergency Shelter	Emergency Shelter, nightly	\$ 100,000.00			
	Volunteers of America	Crosswalk Youth Shelter	Emergency Shelter	\$ 40,000.00			
	Family Promise	Children and Family Supportive Services	Supportive Services Only	\$ 54,695.00			
	Transitions	Miryam's House	Transitional Housing	\$ 50,000.00			
CHG - PSH allocation (must be ≥ \$180,000)	Volunteers of America	PSH	Permanent Supportive Housing	\$ 229,020.00			
HHAA	Family Promise	Children and Families Emergency Shelter	Emergency Shelter, continual	\$ 777,000.00	\$ 990,000.00	HHAA	\$990,000.00
	SNAP	Homeless Diversion	Diversion	\$ 68,000.00			
	SNAP	Singles Homeless Coordinated Assessment	Coordinated Entry	\$ 45,000.00			
	Transitions	Women's Hearth	Supportive Services Only	\$ 100,000.00			
HSG					\$ 0.00	HSG	\$1,795,000.00
CHG HEN + HEN FCS	Goodwill	Housing and Essential Needs	Housing and Essential Needs	\$ 3,501,100.00	\$ 3,700,655.50	CHG HEN	\$3,700,655.50
	Goodwill	Housing and Essential Needs + Foundational Community Supports	Housing and Essential Needs + Foundational Community Supports	\$ 199,555.50		CHG HEN FCS	
Total funding recommendation - all sources				\$ 5,854,705.50			

In Consent Agenda Item No. 16, OPR 2024-0439, substitute the CHHS Board Allocation (spreadsheet) with the attached spreadsheet.

OPR 2024-0439 (DILLON NAVARRETE AMENDMENT)(05-31-24)(CORRECTED)

Funding Source	Agency	Project Name	Project Type	Funding Recommenda	Total by funding source	Source
ESG	Frontier Behavioral Health	Street Outreach	Street Outreach	\$ 50,000.00	\$ 250,335.00	ESG
	Nuestras Raices	Homeless Prevention/Latine	Homelessness Prevention	\$ 104,335.00		
	SNAP	Street Outreach	Street Outreach	\$ 96,000.00		
CHG	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Transitional Housing	\$ 43,000.00	\$ 913,715.00	CHG
	Jewels Helping Hands	Street Level Outreach	Street Outreach	\$ 170,000.00		
	Tenants Union	Homeless Prevention	Homeless Prevention	\$ 100,000.00		
	YWCA Spokane	Domestic Violence (DV) Safe Shelter and Women in the Workforce	Emergency Shelter, entry/exit	\$ 253,695.00		
CHG - PSH allocation (must be ≥ \$180,000)	Catholic Charities Eastern Washington	ICM/Permanent Supportive Housing	Permanent Supportive Housing	\$ 347,020.00		
HHAA	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Coordinated Entry	\$ 65,000.00	\$ 990,000.00	HHAA
	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Diversion	\$ 159,000.00		
	Family Promise	Children and Family Supportive Services	Supportive Services Only	\$ 51,000.00		
	SNAP	Singles Homeless Coordinated Assessment	Coordinated Entry	\$ 45,000.00		
	SNAP	Homeless Diversion	Diversion	\$ 68,000.00		
	Transitions	Home Yard Cottages PSH	Permanent Supportive Housing	\$ 40,000.00		
	Transitions	Women's Hearth	Supportive Services Only	\$ 100,000.00		
	Transitions	Miryam's House	Transitional Housing	\$ 50,000.00		
	Volunteers of America	PSH	Permanent Supportive Housing	\$ 272,000.00		
	Volunteers of America	Hope House Emergency Shelter	Emergency Shelter, nightly	\$ 100,000.00		
	Volunteers of America	Crosswalk Youth Shelter	Emergency Shelter	\$ 40,000.00		
	HSG	Catholic Charities Eastern Washington	House of Charity Emergency Shelter	Emergency Shelter, nightly		
Catholic Charities Eastern Washington		St. Margaret's Shelter HFCA, RRH, Diversion, TH	Rapid Rehousing	\$ 200,000.00		
Family Promise		Children and Families Emergency Shelter	Emergency Shelter, continual	\$ 780,000.00		
SNAP		SNAP Rapid Rehousing for Singles Rehousing	Rapid Rehousing	\$ 200,000.00		
Transitions		Transitional Living Center	Transitional Housing	\$ 70,000.00		
Volunteers of America		Alexandria's House	Transitional Housing	\$ 100,000.00		
CHG HEN + HEN FCS	Goodwill	Housing and Essential Needs	Housing and Essential Needs	\$ 3,501,100.00	\$ 3,700,655.50	CHG HEN
	Goodwill	Housing and Essential Needs + Foundational Community Supports	Housing and Essential Needs + Foundational Community Supports	\$ 199,555.50		CHG HEN FCS
Total funding recommendation - all sources				\$ 7,649,705.50		

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/03/2024**Committee Agenda type:** Consent**Date Rec'd**

6/3/2024

Clerk's File #

OPR 2024-0486

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

FIRE

Bid #

WA STATE

Contact Name/Phone

DAVID (509)435-7080

Requisition #

PO 202841

Contact E-Mail

DSTOCKDILL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 PURCHASE OF (2) MACH E VEHICLES

Agenda Wording

Approval to purchase two (2) 2023 Mach E, vehicles that will be assigned solely to the CARES team.

Summary (Background)

In April, 2024, ORD C36510 passed, appropriating \$500,000 in opioid settlement funds to Spokane Fire to be used for expansion of the Community Assistance Response program. Additional vehicles are needed to meet the needs of program expansion. Spokane Fire is requesting approval to purchase (2) 2023 Mach E, Battery Electric/All Wheel Drive vehicles to be assigned solely to the Community Assistance Response team. Purchase will be made from Bud Clary Ford via the Washington State Vehicle Contract.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 108,382.66

Current Year Cost \$ 108,382.66

Subsequent Year(s) Cost \$ N/A

Narrative

One-time expense with Spokane Fire Department paying for any and all future maintenance. Spokane Fire already has charging infrastructure in place so no additional costs are needed at this time.

Amount**Budget Account**

Expense \$ 108,382.66

1970-35130-94220-56404-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	O'BERG, JULIE
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

	David Stockdill dstockdill@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Thea Prince tprince@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	June 3, 2024
Submitting Department	Fire
Contact Name	David Stockdill
Contact Email & Phone	dstockdill@spokanecity.org (509) 435-7080
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of (2) Mach E vehicles
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In April, 2024, ORD C36510 was passed appropriating \$500,000 in opioid settlement funds to the Spokane Fire Department; specifically the CARES program to be used for expansion of the program.</p> <p>The Spokane Fire Department CARES program requires additional vehicles to help meet the needs of program expansion. SFD is requesting approval to purchase (2) 2023 Mach E, BEV/AWD vehicles that will be assigned solely to the CARES team. Purchase will be made from Bud Clary Ford via the Washington State Vehicle Contract (CARS).</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$108,382.66, including WA State Sales Tax Current year cost: \$108,382.66 Subsequent year(s) cost: N/A</p> <p>Narrative: Opioid settlement funds <u>One-time expense with SFD paying for any and all future maintenance. SFD already has charging infrastructure in place so no additional costs are needed at this time.</u></p> <p>Funding Source <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? Opioid settlement funds</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this request is for equipment purchase.	
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 request is for equipment purchase.	

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

N/A – this request is for equipment purchase.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

Haugen, Kyle

From: Prince, Thea
Sent: Monday, May 6, 2024 14:07
To: Stockdill, David; Haugen, Kyle; Schmitt, Kevin
Subject: FW: Vehicle Quote - 2024-4-510 - SPOKANE, CITY OF - 23210
Attachments: 030724 stock list.docx

Good Afternoon - Can someone send me the Agenda that went through committee & council for the purchase of these vehicles so I can reference the OPR on the PO.

Thanks! 😊 If I have already been sent this information I apologize for asking for it again.

THEA PRINCE | CITY OF SPOKANE | SENIOR PROCUREMENT SPECIALIST
(509) 625-6403 office | (509) 601-2800 cell | tprince@spokanecity.org | spokanecity.org

From: Stockdill, David <dstockdill@spokanecity.org>
Sent: Friday, April 26, 2024 7:11 AM
To: Prince, Thea <tprince@spokanecity.org>; Schmitt, Kevin <kschmitt@spokanecity.org>
Subject: FW: Vehicle Quote - 2024-4-510 - SPOKANE, CITY OF - 23210

Thea and Kevin,
Here is the quote for the two 2023 Mach E's for the MSO/CARES office, to be purchased with City Opioid funds. The actual dollar amount will be lower due to the discount that Kathleen will apply after receiving the DO. I have attached the "stock list" document that shows the discounted price of \$45,892 per unit. The total price listed on the quote, before discount and tax, is \$49,992 per unit.

If you need the quote to include the discount before you can issue the DO, then please coordinate directly with Kathleen and see if there is a way to do that.

Respectfully,

David Stockdill
Division Chief, Facilities and Logistics
Spokane Fire Department

dstockdill@spokanecity.org
(509) 435-7080

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Thursday, April 25, 2024 3:04 PM
To: Stockdill, David <dstockdill@spokanecity.org>
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2024-4-510 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2024-4-510

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer: Bud Clary Ford/Hyundai (W403)	Dealer Contact: Marie Tellinghiusen	Dealer Phone: (360) 423-4321 Ext: 10945
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Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: dstockdill@spokanecity.org
Quote Notes: Please submit purchase request. Dealer will add model year discount to order.
Vehicle Location: SPOKANE CITY

Color Options & Qty

Space White Metallic (A3) - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0306-001	2023 Ford Mach-E SUV, Battery Electric (BEV) - 2023.5MY Built after 06/26/23	2	\$46,532.00	\$93,064.00
2023-0306-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	2	\$0.00	\$0.00
2023-0306-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	2	\$0.00	\$0.00
2023-0306-005	INFORMATION ONLY (2023.5MY - Job #2 - Built after 06/26/23): EPA-Estimated Ratings: Standard Range Battery (RWD Select or Premium = 250 miles) (eAWD Select or Premium = 230 miles); Extended Range Battery (RWD Premium = 310 miles) (eAWD CA Route 1 = 312 miles) (eAWD Premium = 290 miles) (eAWD GT = 270 Miles) (eAWD GT Performance Edition = 260 miles)	2	\$0.00	\$0.00
2023-0306-010	2023.5MY (Job #2) Ford Mach-E SUV, Battery Electric (BEV), 5-Passenger SUV, SELECT Trim Level #100A, Rear-Wheel Drive (RWD), Standard Range, Primary Electric Motor (Rear) / 72kWh Usable Standard Range High-Voltage Battery, Single-Speed Transmission, 225/60R18 All-Season (A/S) BSW Tires, 18in carbonized gray-painted aluminum wheels (K1R/100A/994/44A/TTSJ) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	2	\$0.00	\$0.00
2023-0306-011	SELECT TRIM OPTION: All-Wheel Drive (AWD) (adds Secondary Electric Motor, Front) (K1S/100A/995/44A/TTSJ)	2	\$3,110.00	\$6,220.00
2023-0306-099	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	2	\$0.00	\$0.00
2023-0306-203	Fire Extinguisher, 2.5# Chemical ABC Rated w/ Mounting Bracket (DLR)	2	\$43.00	\$86.00

2023-0306-204 Flare Kit, 3 Piece Triangle, for roadside emergency use (DLR)	2	\$57.00	\$114.00
2023-0306-250 Stock Vehicle Upcharge, Dealer stock vehicle with all contract required equipment, delivery 14 days (Call dealer for availability) (DLR)	2	\$250.00	\$500.00

Quote Totals

	Total Vehicles:	2
	Sub Total:	\$99,984.00
	8.4 % Sales Tax:	\$8,398.66
	Quote Total:	\$108,382.66



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd

6/3/2024

Clerk's File #

OPR 2024-0487

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

FIRE

Bid #

IRFP 6106-24

Contact Name/Phone

DAVID (509)435-7080

Requisition #

MASTER

Contact E-Mail

DSTOCKDILL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

ELECTRONIC EQUIPMENT INSTALLATION FOR SFD RESPONSE VEHICLES

Agenda Wording

Approval of a 5-year contract with RACOM for the installation of electronic equipment and related components for Spokane Fire's small response vehicles.

Summary (Background)

Spokane Fire small response vehicles are purchased without pre-installed emergency response equipment (lights, radios, consoles). To reduce in-service delays, Spokane Fire is requesting approval of a 5-year contract with RACOM for the installation of electronic equipment and related components. RACOM was selected through a Request for Proposals #6106-24. Maximum annual dollar expenditure will be limited to \$100,000 for the first year and \$75,000 annually; total agreement amount \$400,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 400,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 75,000 per year

Narrative

Maximum annual expenditures will be limited to \$100,000 for the first year of the contract and \$75,000 for subsequent years.

Amount

Budget Account

Expense \$ 400,000

1970-35150-22600-VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	June 3, 2024
Submitting Department	Fire
Contact Name	David Stockdill
Contact Email & Phone	dstockdill@spokanecity.org (509) 435-7080
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Electronic equipment installation for SFD response vehicles
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>SFD small response vehicles are purchased without pre-installed emergency response equipment (lights, radios, consoles). SFD has the capability to install this equipment though high workload can preclude timely commissioning.</p> <p>For maximum flexibility and to reduce in-service delays, SFD is requesting approval of a 5-year contract with RACOM for the installation of electronic equipment and related components. RACOM was selected through a Request for Proposals #6106-24.</p> <p>Maximum annual dollar expenditure will be limited to \$100,000 for the first year of the contract and \$75,000 annually for subsequent years; total agreement amount \$400,000.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$400,000 Current year cost: \$100,000 Subsequent year(s) cost: \$75,000 per year</p> <p>Narrative: Maximum annual expenditures will be limited to \$100,000 for the first year of the contract and \$75,000 for subsequent years.</p> <p>Funding Source <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? Funding will be a combination of Fire/EMS funds and capital funds.</p> <p>Expense Occurrence <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.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this request is for equipment installation.	
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 request is for equipment installation.

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

N/A – this request is for equipment installation.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*



CITY OF SPOKANE
FIRE DEPARTMENT

PURCHASED SERVICE CONTRACT

**Title: ELECTRONICS PURCHASE AND
 INSTALLATION FOR EMERGENCY VEHICLES**

This Contract is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **RACOM CORPORATION**, whose address is 16608 East Sprague Avenue, Spokane Valley, Washington 99037 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Electronics Purchase and Installation for Emergency Vehicles, IRFP 6106-24, and Contractor’s Response to IRFP which is attached as Exhibit B. Work to include, but not be limited to the installation of emergency equipment on emergency response vehicles, to include but not limited to lights, sirens, controllers, radios, consoles and barriers. The emergency response vehicles will typically be sedans, pickup trucks and sport utility vehicles but may occasionally include a custom-built heavy apparatus. Equipment may be either provided by Contractor or supplied by the Spokane City Fire Department. Contractor must be familiar with the installation of Whelen WeCan components and controllers. Contractor must be experienced in the installation of visible and audible warning systems on Emergency Vehicles and knowledgeable in State and Federal guidelines and requirements pertaining to Emergency Vehicle Visibility and Conspicuity. Work must be complete within four (4) weeks from the delivery of the vehicle to Contractor. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract is estimated to begin on June 1, 2024, and shall run through May 31, 2029, unless amended by written agreement or terminated earlier under the provisions.

3. 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** for the first year, and **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, per year for the remainder of the contract term, not including sales tax if applicable, in accordance with Contractor's rate structure, as set forth in Exhibit B, unless modified by a written amendment to this Contract. Pricing will be firm for the first twelve (12) months with the opportunity for price adjustments in the anniversary month of the contract creation. This is the maximum amount to be paid under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment will be made via direct deposit/ACH within thirty (30) days 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 reasonable effort to settle the disputed amount.

5. INSURANCE.

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

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

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

i 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 Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane**

as “**Additional Insured**” specifically for Contractor’s services under this Contract, 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6. INDEMNIFICATION.

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

7. 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.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. 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.

10. 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.

11. AUDIT.

The Contractor and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its 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 Contract, the federal law shall prevail.

12. 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.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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).

15. 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.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

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. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract 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.

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.

RACOM CORPORATION

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Exhibit A – Certification Regarding Debarment
- Exhibit B - Contractor's April 12, 2024 Response to RFP

24-095a

**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)

EXHIBIT B



< Business Lookup

License Information:

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

Entity name:	RACOM CORPORATION
Business name:	RACOM CORPORATION
Entity type:	Profit Corporation
UBI #:	604-319-158
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	16608 E SPRAGUE AVE SPOKANE VALLEY WA 99037-8967
Mailing address:	201 W STATE ST MARSHALLTOWN IA 50158-5841



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
Spokane General Business - Non-Resident				Active	Aug-31-2024	Aug-28-2018
Spokane Valley General Business				Active	Aug-31-2024	Aug-31-2018

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

Governing people	Title
LONEY, CAROLYN	
LONEY, NICK	
MILLER, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
RACOM	Active	Aug-28-2018
RACOM CORPORATION	Active	Jun-18-2021
RACOM NORTHWEST	Active	Aug-28-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
5/14/2024 11:10:23 AM

Contact us

How are we doing?

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Check if your browser is supported



Bid Response Summary

Bid Number IRFP 6106-24
Bid Title Electronics Purchase and Installation for Emergency Vehicles (Re-Bid)
Due Date Friday, April 12, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company RACOM
Submitted By Brandon Grimmatt - Friday, April 12, 2024 1:22:28 PM [(UTC-08:00) Pacific Time (US & Canada)]
 brandon.grimmatt@racom.net Brandon

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 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.	I agree and I acknowledge
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.	Brandon Grimmatt 509-928-0322 Brandon.Grimmett@RACOM.net
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.	Brandon Grimmatt 509-928-0322 Brandon.Grimmett@RACOM.net
10	Withdrawal of Proposal. Proposal may not be withdrawn for a minimum of sixty (60) calendar days from due date.	I agree and I acknowledge
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Prop response.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.	
PERIOD OF PERFORMANCE		
1	The proposed contract is estimated to begin on May 1, 2024 and run through April 31st 2029. Pricing will be firm for the first twelve (12) months with the opportunity for price adjustments in the anniversary month of the contract creation.	Yes
SCOPE OF SERVICES		
1	Work to include, but not be limited to the installation of emergency equipment on emergency response vehicles, to include but not limited to lights, sirens, controllers, radios, consoles and barriers. The emergency response vehicles will typically be sedans, pickup trucks and sport utility vehicles but may occasionally include a custom-built heavy apparatus. Equipment may be either provided by vendor or supplied by the Spokane City Fire Department.	Yes
2	Vendor must be familiar with the installation of Whelen WeCan components and controllers.	Yes
3	Vendor must be experienced in the installation of visible and audible warning systems on Emergency Vehicles and knowledgeable in State and Federal guidelines and requirements pertaining to Emergency Vehicle Visibility and Conspicuity.	Yes

4	Work must be completed within (4) weeks from the delivery of the vehicle to vendor.	Yes
ACCEPTANCE PERIOD		
1	Proposals shall remain in effect for a minimum of sixty (60) days from the bid date for receipt of Proposals for acceptance by the city.	Yes
RESPONSIVENESS		
1	Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive.	Yes
2	The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.	Yes
PREPERATION OF PROPOSAL		
1	The Major Sections of the Proposal Submitted shall include: (1) Letter of Submittal; (2) Technical Proposal; (3) Management Proposal; (4) Cost Proposal.	Yes
2	LETTER OF SUBMITTAL: The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.	Yes
2.1	The Letter of Submittal should include the following information about the Firm:	Yes
2.2.1	Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.	Yes
2.2.2	Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).	Yes

2.2.3	Acknowledgement that the Firm will comply with all terms and conditions set forth in the IRFP, unless otherwise agreed by the City.	Yes
2.2.4	Upload LETTER OF SUBMITTAL	Sub prop.pdf
3	TECHNICAL PROPOSAL: The Technical Proposal shall contain a comprehensive description of services including the following elements:	Yes
3.1	PROJECT APPROACH / METHODOLOGY <input type="checkbox"/> Include a completedescription of the Firms proposed approach and methodology for the project. This section should convey Firms understanding of the proposed project.	
3.1.2	WORK PLAN <input type="checkbox"/> Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this IRFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firms knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.	Yes
3.2	Upload Technical Proposal	Technical and Managment Prop.pdf
4	Project Management Proposal	Yes

4.1	<p>PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.</p>	Yes
4.2	<p>STAFF QUALIFICATIONS /EXPERIENCE <input type="checkbox"/> Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.</p>	Yes
4.3	<p>EXPERIENCE OF THE VENDOR - Indicate the experience the Vendor has in the area of the proposed contract work.</p>	Yes

4.4	<p>REFERENCES - List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.</p>	Yes
4.5	Upload Management Proposal	Technical and Management Prop.pdf
5	<p>COST PROPOSAL - The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this IRFP. The purpose of an IRFP is to permit the proposal community to suggest various approaches to meet the City's need at a given price. The City reserves the right to accept or reject any part of or all proposals.</p>	Yes
5.1	<p>IDENTIFICATION OF COSTS: Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. All costs and expenses must be identified or they will not be allowed. Submit a fully detailed annual-budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable.</p>	Yes
5.3	Upload Cost Proposal	Spokane Fire Tahoe Price Prop.pdf

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.

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
EQUIPMENT PRICE SHEET - Quantities are ONLY for evaluation purposes. Actual quantities may be more or less. The City of Spokane will only pay for those products ordered and received.								
	1	Federal Signal Headlight Flasher (FHL-HL)	Base	EA	1.00	\$66.00	\$66.00	Soundoff Comparable
	2	Whelen Dominator Eight Lamp TIR3 Super-LED (DTA8*) (varied colors))	Base	EA	1.00	\$694.00	\$694.00	Soundoff Comparable

3	Federal Signal Taillight Flasher (FHL-TAIL)	Base	EA	1.00	\$61.00	\$61.00	Soundoff Comparable
4	Code 3 PSE Surface Mount LED Light Head, flush mount (Micropak-DC- RA))	Base	EA	1.00	\$844.00	\$844.00	Soundoff Comparable
5	Whelen Siren Speaker (SA315U)	Base	EA	1.00	\$227.00	\$227.00	
6	Whelen Liberty II LED Light Bars (BJ2JJJJ) w/(795H) Opticom (54" light bar)	Base	EA	1.00	\$2,560.00	\$2,560.00	Soundoff Comparable 2x Interior
7	Whelen CenCom CORE System and Controller (C399) & (CCTL6)	Base	EA	1.00	\$1,647.00	\$1,647.00	
8	Whelen Headlight Flasher (SSFPOS)	Base	EA	1.00	\$0.00	\$0.00	repeated part
9	Whelen Howler Low Frequency Siren System (CHOWLER) WECAN	Base	EA	1.00	\$720.00	\$720.00	

10	Whelen Ion Duo Surface Mount Linear Red/White (I2D), Red/Blue (I2J), Red/Amber (I2K)	Base	EA	1.00	\$326.00	\$326.00	Soundoff Comparable
11	Whelen Vertex LED Hideaway Lights, Red (VTX609R)	Base	EA	1.00	\$0.00	\$0.00	We do not drill headlights or taillights
12	Whelen T-ION Duo Red/Amber (TLI2K)	Base	EA	1.00	\$163.00	\$163.00	Soundoff Comparable
13	Whelen T-ION, Red/Amber/Blue (TLI3JA)	Base	EA	1.00	\$163.00	\$163.00	Soundoff Comparable
14	Whelen T-ION License Plate Bracket (TIONBKT2)	Base	EA	1.00	\$24.00	\$24.00	Soundoff Comparable
15	Whelen Tracer Duo Light/Triple (TCRWX6)	Base	EA	1.00	\$0.00	\$0.00	Covered as rear interior stick
16	911 Circuits Power Distribution Center and Harness 8 Circuit w/timer (CH8.1X) W/(TSI) timer	Base	EA	1.00	\$893.00	\$893.00	27Cir suggested and quoted
17	NMO Antenna Mount with 17" RG58U Coax (MB8U) - not manufacturer specific.	Base	EA	1.00	\$367.00	\$367.00	Covert dual band antenna w/gps

18	Mini UHF(M) CRP RG58 (RFU6001) - not manufacturer specific.	Base	EA	1.00	\$0.00	\$0.00	
19	SMA (M) RA RG58U Connector (RSA3010C) - not manufacturer specific.	Base	EA	1.00	\$0.00	\$0.00	
20	Percentage off list for any other pieces of equipment not specifically called out in this list	Base	EA	1.00	\$0.00	\$0.00	varies 7 different vendors
Total Base Bid		\$8,755.00					

April 12, 2024

Thea Prince
City of Spokane
Purchasing Dept

We are honored to submit our response to provide The City of Spokane with a Full vehicle upfit for the new Tahoe's. The proposal is a turn key vehicle with all modern and high quality installation equipment that will give your first responders a vehicle that provides excellent lighting coverage and fantastic reliability.

Our corporate mission of providing **Robust, Resilient, and Rugged** technology backed with **Reliable, Responsive, and Relentless** implementation and support has been brought to bear in the design and service plan you for the upfitting. The new vehicle upfit is made up of quality equipment from multiple high end equipment manufacturers and we have partnered with the industry leaders in the design of your solution.

Our Company is one of the Premier vehicle upfit shops in the region. We have the experience, scale, and local presence required to complete your mission successfully. Locally, we have proudly installed many similar vehicle builds, including the Spokane Valley Fire Chiefs Tahoe, Ferry County Sheriff Tahoe's, and Liberty Lake PD's Fleet. Our local team of technicians are well prepared to complete your task on time and on budget.

We believe our design and team are the right choice as your long-term partner on this project for several important reasons:

- **Best Service**
We have 5 Vehicle install bays and 5 dedicated vehicle upfit technicians within 30 minutes of downtown Spokane. We strive to maintain a high quality or work, and response time
- **Wise Technology Choices**
Our selection of Equipment partners, especially with respect to Siren systems give you the most features and lowest long-term cost of ownership.
- **Quickest Implementation**
Choosing RACOM will get your new vehicles installed and running faster than other options because of our experience, scale, and local technical team.

We thank you for this opportunity and look forward to a strong partnership with The City of Spokane.

Respectfully submitted,



Brandon Grimm
Spokane Service Manager

Project Approach and Work Plan –

- Vehicle prepped for Install: vehicle panels, seats, and other parts in the way of wiring is removed.
- Wiring ran to needed locations all connections made with high quality connectors and heatshrink in needed locations, Grommets used in drilled holes, All wiring to be high quality wiring.
- Lighting to be installed and then hard equipment: Front and Rear ILS, Grill Lights, Mirror Lights, and Rear Tailgate lighting. Hard Equipment being Partitions, console, speakers, handheld chargers, radios, etc. Custom bracketry made if needed for equipment location designated by customer.
- Once all equipment is installed lighting and siren controllers are programmed per customer specifications and tested
- Vehicle is re assembled and wiped clean. Customer is allowed to make changes to vehicle lighting flash patterns to suit their needs on pick up.

Project Management –

- Service Manager – Brandon Grimmitt – Equipment Integration and QC – 12 Years in the Industry
- Vehicle Lead Installer – Josh Venable – Lead Installer and QC – 4 Years with the Company
- Vehicle Installer – Todd Ginter – Lead Fabrication – 6 years with the Company and 10 Prior at Setina Mfg
- Vehicle Installer - Jerry Gepford – Vehicle Installer – Approx 6 months with Company -previously at Cartoys and Smart Start
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Vendor Experience –

- Liberty Lake PD – Racom has been upfitting their cars for the last Approx 8 years
- Spokane County Fire 3 – Racom built 4 Incident Command Trucks
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Reference –

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509-755-1142 - DMorgan@LibertylakeWAPD.gov - 23127 E Mission Ave, Liberty Lake, WA 99019

- Adam Johnson – Airway Hights PD – numerous vehicle upfit for AHPD

509-904-7263 – AJohnson@CAWH.org - 1307 S Ziegler St, Airway Heights, WA 99001

- Tim Miears – Hermiston PD – Recent customer been upfitting their cars for approx. 3 years.

541-667-7934 – Tmiears@Hermiston.OR.us – 330 S 1st St, Hermiston, OR 97838



Quote

To: Fire Fleet Maint.

City of Spokane
1610 N Rebecca
Spokane WA, 99217

Quote Date 4/8/2024
Quote # 65141224BG
Revision
Estimated Lead-Time
Payment Terms Net 30

Project

Quoted By

Tahoe Upfitting			Brandon Grimmatt Ofc/Mobile: 509-496-0827	
			E-Mail: Brandon.Grimmatt@RACOM.net	
Qty	Part Number	Part Description	Unit Price	Ext Price
1	ENFWB00ELH	Front interior light stick R/W	\$ 1,259.00	\$ 1,259.00
1	ENFEB015B5K	Rear interior light stick R/A/B Corners R/A center With Arrow	\$ 1,301.00	\$ 1,301.00
1	Core Siren PKG	Siren, Howler, Speaker/Bracket, and knob control head	\$ 3,471.00	\$ 3,471.00
4	EMPSA05C2-D	Dual stack Mpower R/W Grill mounted	\$ 211.00	\$ 844.00
1	PMP2BKUMB5-P	Under mirror brkt	\$ 32.00	\$ 32.00
1	PMP2BKUMB5-D	Under mirror brkt	\$ 32.00	\$ 32.00
2	ENT3B3D	Surface mount Intersector R/W	\$ 223.00	\$ 446.00
1	ETFBSN-P	Taillight Flasher Module	\$ 61.00	\$ 61.00
1	ETHFSS-SP-ISO	Headlight Flasher Module	\$ 66.00	\$ 66.00
7	EMPS2STS5RBA	Red Blue Amber mpower light for rear plate, side cargo	\$ 163.00	\$ 1,141.00
2	PMP2WSDDDB	Dual light shroud 1x per side cargo window	\$ 21.00	\$ 42.00
1	PMP2BRK2LPF	Lic Plate Frame mount	\$ 24.00	\$ 24.00
2	PMP2WDG35B	Under hatch 35 degree wedge kit	\$ 8.00	\$ 16.00
2	EMPSCG2GMS5RBA	Red/Blue/Amber Mpower Under Hatch light	\$ 163.00	\$ 326.00
1	M84434-A	6" Dome light with switch	\$ 65.00	\$ 65.00
			\$	-
1	PK0123TAH212ND	Cargo area Partition	\$ 545.00	\$ 545.00
1	C-VSW-1012-TAH	Angle Console	\$ 723.00	\$ 723.00
1	Moto Face plates		\$	-
1	Misc Face plates	Arm rest, catch all, usb/cigplug	\$ 455.00	\$ 455.00
			\$	-
2	Radio install Kit	2 antenna kits for moto radios covert antennas V/7-800 w/GPS	\$ 367.00	\$ 734.00
1	CH27.1.20	Power Distribution 27 Circuit	\$ 893.00	\$ 893.00
1	Misc Install Parts	Loom, Wire, Connectors, Terminal Blocks, Etc	\$ 250.00	\$ 250.00
1	Opticom	Opticom Module and housing	\$ 1,100.00	\$ 1,100.00
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Equipment Sub-Total			\$	13,826.00
			\$	-
1	A2	Installation Labor	\$ 5,500.00	\$ 5,500.00
			\$	-
			\$	-
			\$	-
Services Sub-Total			\$	5,500.00
		Sales Tax 8.900%	\$	1,720.01
		Freight	\$	250.00
TOTAL			\$	21,296.01

There will be a 3% convenience fee added to the total for using a credit/debit card as payment method.

Notes / Assumptions

- 1- Customer will facilitate programming of mobile radios

Proposal Accepted By: _____

Date: _____

Thank you for your business!
www.RACOM.net
16608 East Sprague Ave
Spokane Valley, WA 99037, 800-537-7047

Proprietary and Confidential

April 12, 2024

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City of Spokane
Purchasing Dept

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541-667-7934 – Tmears@Hermiston.OR.us – 330 S 1st St, Hermiston, OR 97838

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/03/2024**Committee Agenda type:** Consent**Date Rec'd**

6/3/2024

Clerk's File #

OPR 2024-0488

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

POLICE

Bid #

GSA GS07F-141DA

Contact Name/Phone

ERIC OLSEN 4505

Requisition #**Contact E-Mail**

EOLSEN@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - PURCHASE OF SWAT TACTICAL BALLISTIC VESTS

Agenda Wording

Purchase of SWAT Tactical Ballistic Vests

Summary (Background)

Spokane Police SWAT Officers conduct high risk tactical operations in the City of Spokane. Officers assigned to SWAT have an increased risk of danger and are issued a higher level of body armor that includes increased side, shoulder and groin/upper leg protection. Current vests purchased in 2019 are expiring in 2024 and must be replaced.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 98,694.05

Current Year Cost \$ 98,694.05

Subsequent Year(s) Cost \$

Narrative

Budgeted from SPD capital funds and included in SPD's 6-year capital improvement plan. Vests have a 5-year lifespan and will be planned for replacement in 2029.

Amount**Budget Account**

Expense \$ 98,694.05

5902-79115-21250-53528-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	June 3, 2024
Submitting Department	Police
Contact Name	Maj. Eric Olsen
Contact Email & Phone	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmembers Dillon, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of SWAT Tactical Ballistic Vests
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Spokane Police SWAT Officers conduct high risk tactical operations in the City of Spokane. Officers assigned to SWAT have an increased risk of danger and are issued a higher level of body armor that includes increased side, shoulder and groin/upper leg protection. Current vests purchased in 2019 are expiring in 2024 and must be replaced. The cost for 28 new vests with accessories for the SWAT team, utilizing GSA contract #GS-07F-141DA with Aardvark Tactical is \$98,694.05 including shipping and sales tax.
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$98,694.05</u></p> <p> Current year cost: \$98,694.05</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Budgeted from SPD capital funds and included in SPD's 6-year capital improvement plan. Vests have a 5-year lifespan and will be planned for replacement in 2029.</u></p> <p>Funding Source <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? Yes-funded from public safety SIP loan program.</p> <p>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? 	

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

Council Subcommittee Review

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



TEL: 800-997-3773 FAX: 90

Sales Quote

1935 Puddingstone Dr
La Verne, CA 91750
TEL: 800-997-3773 FAX: 909-392-3823
FED TAX ID: 95-4451904
DUNS #: 861004349
SAM UEI: DGSKHRKYPDK9

Page: 1
Sales Quote Number: SQ26219
Sales Quote Date: 3/25/2024
Quote Valid To: 4/30/2024

Sell

To: Spokane Police Department
Kyle Heuett
1100 W Mallon Ave
Spokane, WA 99260
USA

Ship

To: Spokane Police Department
ATTN: Kyle Heuett
1100 W Mallon Ave
Spokane, WA 99260
USA

Ship Via: Best Way
Terms: Net 30 Days

Customer ID: SPOKANEPOLICE01
SalesPerson: Brent Doan
Contact: ATTN: Kyle Heuett
Entered By: ATI\THANKE

Item No.	Description	Unit	Qty	GSA	Unit Price	Total Price
P7Q-TRV2-UL3A	Project 7/TRV2/Complete Platform Ultralight 3A Ballistics (Specify Color, Size, Closure) 339113PA (8 with Collar) & (20 NO Collar) Black/Black, Webless Molle	EACH	28	GSA	2,395.00	67,060.00
P7Q-ACC-TP-UL3A	Project 7/Throat Protector/Complete with Ultralight 3A Ballistics (Specify Color) 339113PA	EACH	5	GSA	175.00	875.00
P7Q-ACC-UA-UL3A	Project 7/Upper Arm/Complete with Ultralight 3A Ballistics (Specify Color) 339113PA	EACH	9	GSA	480.00	4,320.00
P7Q-ACC-GS-UL3A	Project 7/Groin Standard/Complete with Ultralight 3A Ballistics (Specify Color) 339113PA	EACH	28	GSA	260.00	7,280.00
P7Q-IDPSET	Project 7 ID Patch Set(Front 2x6, Back 3x8, Upper Arms 2x6) 339113PA	EACH	9	GSA	40.00	360.00
P7Q-IDPSET-SM	Project 7 ID Patch Set(Front 2x6, Back 3x8) 339113PA	EACH	19	GSA	20.00	380.00
P7-PS-LT-SET-OF-5-MC	P7 Lightweight Pouch Set of Five 339113PA	EACH	3	GSA	300.00	900.00
P7-FLEXAROO-POUCH-PW-BB	Project 7/Flexaroo Pouch/6X6/P7 Webless/Black/Black 339113PA	EACH	28	GSA	85.00	2,380.00
P7-FLR-INSERT-SIN-M4MAG-BB	Project 7/Flexaroo Insert/Single/M4 Mag/1 Slot/Black/Black	EACH	84		30.00	2,520.00
P7-FLEX2-6X6-PW-PANEL-BB	Project 7/Flex 2.0 System/6 Col x 6 Row/P7 Webless/Panel/Black/Black	EACH	56		35.00	1,960.00
P7Q-XPV-UL3A	Project7/XPV/ Complete with Ultralight 3A Ballistics (Specify Size, Color) 339113PA Tactical Style/Black/Webless	EACH	1	GSA	1,695.00	1,695.00
P7Q-XPV-UPGRADE-PLTPK	Project7/ XPV/ Plate Pocket Upgrade 339113PA	EACH	1	GSA	50.00	50.00
P7Q-IDPSET-SM	Project 7 ID Patch Set(Front 2x6, Back 3x8) 339113PA	EACH	1	GSA	20.00	20.00
TAXABLE FREIGHT	Taxable Freight Via Daylight Transport	EACH	1		745.00	745.00

Work Description:

All items not marked as GSA are open market

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Subtotal:	90,545.00
Invoice Discount:	0.00
Total Sales Tax:	8,149.05
Total:	98,694.05



TEL: 800-997-3773 FAX: 90

Sales Quote

1935 Puddingstone Dr
La Verne, CA 91750
TEL: 800-997-3773 FAX: 909-392-3823
FED TAX ID: 95-4451904
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SAM UEI: DGSKHRKYPDK9

Page: 1
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Sales Quote Date: 3/25/2024
Quote Valid To: 4/30/2024

Sell

To: Spokane Police Department
Kyle Heuett
1100 W Mallon Ave
Spokane, WA 99260
USA

Ship

To: Spokane Police Department
ATTN: Kyle Heuett
1100 W Mallon Ave
Spokane, WA 99260
USA

Ship Via: Best Way
Terms: Net 30 Days

Customer ID: SPOKANEPOLICE01
SalesPerson: Brent Doan
Contact: ATTN: Kyle Heuett
Entered By: ATI\THANKE

GSA contract (GSA Contract #GS-07F-141DA) pricing only applies to items as labeled.

*

DELIVERY: 150 Days after receipt of order [ARO].

**

Please contact me Tiffany Hanke at 909.451.6116 or thanke@aardvarktactical.com when you are ready to place this order. Thank you and have a great day!

All items not marked as GSA are open market

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Subtotal: 90,545.00
Invoice Discount: 0.00
Total Sales Tax: 8,149.05

Total: 98,694.05



Click image for expanded view



P7 TACTICAL ENTRY VEST, UL, LEVEL 3A BAL

Mfr Part No.:

P7Q-TRV2-UL3A

Contractor Part No.:

P7Q-TRV2-UL3A

Manufacturer:

AARDVARK

Contract No.:


GS-07F-141DA (ends: Jul 31, 2026)

MAS Schedule/SIN:

MAS/339113PA

Country of Origin:

UNITED STATES OF AMERICA

 Disaster Purchasing items

 Cooperative Purchasing items

[Report incorrect product information \(Login Required\)](#)

Price

\$2,395.00 EA

Shipping not included

Qty:

1

Add to cart

sold and shipped by

AARDVARK

Product Details

Description Provided by AARDVARK



Project 7/TRV2/Complete Platform Ultralight 3A Ballistics (Specify Color, Size,Closure)

26.0L X 20.0W (IN)

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

◆ Indicates when volume discounts are offered.

	Price/Unit◆		Contractor ◆	Socio	Photo	Deliv Days ◆	FOB/Shipping ◆
	\$2,395.00	EA	AARDVARK			120 days shipped ARO	O- CONUS,AK,PR,HI



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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd

6/3/2024

Clerk's File #

OPR 2011-0535

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

ERIC OLSEN 4505

Requisition #

Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - CONTRACT EXTENSION FOR ADMINISTRATION OF FALSE ALARM

Agenda Wording

Extension of contract for six months with Central Square (formerly Superior LLC) for administration of False Alarm Program.

Summary (Background)

Central Square is the sole owner of the CryWolf software SPD uses for the administration of the False Alarm Program. The current contract will expire on June 30,2024. SPD is seeking an additional 6-month extension through January 30, 2025. The Spokane Police Department (SPD) responds to over 7,000 alarm calls annually with approximately 98% of these being false alarms but resulting in the commitment of over 8,000 department hours. This program helps to reduce instances of false alarms.

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

The Police Department expects to receive approximately \$440k in False Alarm fees annually.

Amount

Budget Account

Revenue \$ 220,000

0680-11150-21250-34210-68148

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

LUNDGREN, JUSTIN

Division Director

LUNDGREN, JUSTIN

Accounting Manager

SCHMITT, KEVIN

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Steve Castle stephen.castle@centralsquare.com

SPDFinance@spokanecity.org

tfuller@spokanepolice.org

drichards@spokanepolice.org

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	June 3, 2024
Submitting Department	Police
Contact Name	Major Olsen
Contact Email & Phone	509-835-4505
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract extension with Central Square (formerly Superion LLC) for administration of False Alarm Program.
Proposed Council Action	Approval of 6-month contract extension on June 3, 2024
Summary (Background)	<p>Central Square is the sole owner of the CryWolf software SPD uses for the administration of the False Alarm Program. The current contract will expire on June 30, 2024. SPD is seeking an additional 6-month extension through January 30, 2025.</p> <p>The Spokane Police Department (SPD) responds to over 7,000 alarm calls annually with approximately 98% of these being false alarms but resulting in the commitment of over 8,000 department hours. This program helps to reduce instances of false alarms.</p> <p>The department expects to receive approximately \$440k in False Alarm fees annually.</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: The department expects to receive approximately \$440k in False Alarm fees annually.

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? N/A, the only people who are impacted are people/businesses with alarm systems. We do also offer a discount for people with financial hardships and disabilities.
- 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, we are unable to collect this type of data through this program.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? We are currently looking into revamping the ordinance to make the program more effective.
- 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 program is self-sustaining.

Council Subcommittee Review

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



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd 6/3/2024

Clerk's File # OPR 2021-0385

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept	POLICE	Bid #	
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Contact Name/Phone	ERIC OLSEN 4505	Requisition #	CR 26369
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Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
---------------------------	------------------------------	--	--

Agenda Item Name	0680 - JANITORIAL SERVICES - ABM CONTRACT RENEWAL		
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Agenda Wording

Janitorial Services for Spokane Police Department Properties

Summary (Background)

In 2021 the City of Spokane Facilities Department issued a Request for Bids #21-105. ABM was the vendor selected as a result of the public bid process. The initial contract provided for a 3-year contract with up to 3 additional one-year contract renewals. If approved, this will serve as renewal 1 of 3 and will run from June 1, 2024 - May 31, 2025. The cost for this renewal with the 2024 prevailing wage increase is \$65,745.84.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 65,745.84
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Current Year Cost	\$ 38,251.74
-------------------	--------------

Subsequent Year(s) Cost	\$ 27,394.10
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Narrative

One-year renewal to include rate increases at each Police facility for the period 6/1/24 through 5/31/25. 2024 budget is adequate to absorb and 2025 budget will be adjusted.

Amount	Budget Account
---------------	-----------------------

Expense \$ 14,689.20	# 0680-30210-21500-54906-68203
----------------------	--------------------------------

Expense \$ 8,546.40	# 0680-30210-21500-54906-68206
---------------------	--------------------------------

Expense \$ 29,230.80	# 0680-30210-21500-54906-68201
----------------------	--------------------------------

Expense \$ 5,194.20	# 0680-30210-21500-54906-68205
---------------------	--------------------------------

\$	#
----	---

\$	#
----	---



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

LUNDGREN, JUSTIN

Accounting Manager

SCHMITT, KEVIN

Legal

SMITHSON, LYNDEN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Karl Bowen Karl_Bowen@ABM.com

SPDFinance@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	June 3rd, 2024
Submitting Department	Police
Contact Name	Maj. Eric Olsen
Contact Email & Phone	eolsen@spokanepolice.org ; 509-835-4505
Council Sponsor(s)	Councilmembers Dillon, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Janitorial Services for Spokane Police Department Properties
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>In 2021 the City of Spokane, Facilities Department issued a Request for Bids #21-105. ABM was the vendor selected as a result of the public bid process. The initial contract provided for a 3 year contract with up to 3 additional one year contract renewals. If approved, this will serve as renewal 1 of 3 and will run from June 1, 2024 – May 31, 2025.</p> <p>The cost for this renewal with the 2024 prevailing wage increase is \$65,745.84.</p>
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$65,745.84</u></p> <p> Current year cost: \$38,351.74</p> <p> Subsequent year(s) cost: \$27,394.10</p> <p>Narrative: <u>One-year renewal to include rate increases at each Police facility for the period 6/1/24 through 5/31/25. 2024 budget is adequate to absorb and 2025 budget will be adjusted.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <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>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

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

Council Subcommittee Review

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



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT RENEWAL
1 OF 3

Title: **JANITORIAL SERVICES FOR SPOKANE**
POLICE DEPARTMENT PROPERTIES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as (“City”), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC**, whose address is 112 North Altamont, 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 Janitorial Services for Spokane Police Department Properties; and

WHEREAS, the original Contract allowed for three (3) additional one-year renewals, this being the first, therefore, this original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 4, 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 DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-FIVE THOUSAND SEVEN HUNDRED FORTY-FIVE AND 84/100 DOLLARS (\$65,745.84)**, 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 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 (see Exhibit A).

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.

ABM INDUSTRY GROUPS, LLC

**CITY OF SPOKANE
POLICE DEPARTMENT**

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 – Certification regarding Debarment

24-099

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2024

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).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com	FAX (A/C. No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Property & Casualty Insurance Company	20699
	INSURER C: Indemnity Insurance Company of North Ameri	43575
	INSURER D: Federal Insurance Company	20281
	INSURER E: AIG Specialty Insurance Company	26883
	INSURER F: American Home Assurance Company	19380

COVERAGES

CERTIFICATE NUMBER: W33452214

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 <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	XSL 647298301	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" 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	Y	Y	ISA H10688966	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 \$ 0	Y	Y	XEU G27910865 009	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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 No	N/A	WLR C50669439	11/01/2023	11/01/2024	<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
A	Professional Liability			MPB G23645233 017	07/01/2023	07/01/2024	Each Claim/Aggregate \$5,000,000 Aggregate \$5,000,000 Retention \$1,000,000

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

SEE ATTACHED

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 
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Worksite Location: Various city locations

Any person or organization whom you have agreed to are included as Additional Insured as respects General Liability and Automobile Liability (Umbrella follows Form) as required by written contract with the Named Insured.

If required by the written contract or agreement with said Additional Insured, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said Additional Insured shall be excess to and non-contributing to this insurance.

Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Automobile Liability and Workers Compensation, where allowed by law, (Umbrella follows form) as required by written contract with the Named Insured. Umbrella/Excess policy applies excess of General Liability, Auto Liability and Employers Liability Policies.

INSURER AFFORDING COVERAGE: Federal Insurance Company NAIC#: 20281
 POLICY NUMBER: J06105798 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime/Employee Dishonesty/ Fidelity	Each Occurrence	\$5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: WCU C50669324 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	\$1,000,000
WC-Statutory/CA-\$1M SIR	EL Disease-Pol Limit	\$1,000,000
OH, WA, OR, IL, MI - \$500K SIR	EL Disease-Each Empl	\$1,000,000

ADDITIONAL REMARKS:
 ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C50669324

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H10688966	Policy Period 11/01/2023 TO 11/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 13
Policy Symbol ISA	Policy Number H10688966	Policy Period 11/01/2023 TO 11/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 11
Policy Symbol ISA	Policy Number H10688966	Policy Period 11/01/2023 TO 11/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

BLANKET ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 26
Policy Symbol XSL	Policy Number G47298301	Policy Period 11/01/2023 TO 11/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Any person or organization whom you have agreed to include as an additional insured in a written contract is included as an additional insured under this policy, but only to the extent required by and in accordance with the terms of such written contract executed prior to loss, provided that written contract does not specify an ISO endorsement or other specific wording, and only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing or completed operations.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured ABM Industries Incorporated			Endorsement Number 8
Policy Symbol XSL	Policy Number G47298301	Policy Period 11/01/2023 to 11/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured ABM Industries Incorporated			Endorsement Number 5
Policy Symbol XSL	Policy Number G47298301	Policy Period 11/01/2023 to 11/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

**OTHER INSURANCE AMENDMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT)**

Named Insured ABM Industries Incorporated			Endorsement Number 018
Policy Symbol XEU	Policy Number G27910865 009	Policy Period 11/01/2023 to 11/01/2024	Effective Date of Endorsement 11/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS**, “**Other Insurance**” is amended to add the following:

If, prior to an “occurrence”, you have specifically agreed in a written contract that this insurance must be primary and non-contributory with “other insurance” issued to a person or organization, then this insurance shall be primary with respect to such “occurrence” and shall not contribute with such “other insurance”.

With respect to such an “occurrence”, this insurance will only apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of your operations or premises owned by, managed by or rented to you.

However, the insurance provided will not exceed the lesser of:

- a. The coverage’s and/or Limits of Insurance of this policy, or
- b. The coverage’s and/or Limits of Insurance required by said agreement.

With respect to any contract or agreement you enter into which requires another party to furnish insurance to an “insured”, this policy shall be excess of and not contribute with any such insurance available to the other party.

2. Notwithstanding anything to the contrary:

- a. This insurance does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf; and
- b. This endorsement shall not apply to any coverage for which applicable “underlying insurance” does not also provide coverage to such person or organization on a primary and non-contributory basis.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

Named Insured ABM Industries Incorporated			Endorsement Number 038
Policy Symbol XEU	Policy Number G27910865 009	Policy Period 11/01/2023 to 11/01/2024	Effective Date of Endorsement 11/01/2023
Issued By (Name of Insurance Company) ACE Property & Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS, Transfer of Rights of Recovery Against Others to Us** is amended to add the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

All other terms and conditions remain unchanged.

Authorized Representative

RECOVERY FROM OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol WCU	Policy Number C50669324	Policy Period 11/01/2023 to 11/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ABM Industries Incorporated One Liberty Plaza, 7th Floor New York, NY 10006	Endorsement Number
	Policy Number Symbol: WLB Number: C50669439
Policy Period 11-01-2023 TO 11-01-2024	Effective Date of Endorsement 11-01-2023
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative



< Business Lookup

License Information:

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

Entity name: ABM INDUSTRY GROUPS, LLC

Business name: ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY

Entity type: [Limited Liability Company](#)

UBI #: 604-075-772

Business ID: 001

Location ID: 0003

Location: Active

Location address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804

Mailing address: 112 N ALTAMONT ST
SPOKANE WA 99202-3804



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
Airway Heights General Business - Non-Resident	12995			Active	Jan-31-2025	Jan-18-2019
Cheney General Business - Non-Resident	BUS2017-031			Active	Jan-31-2025	Feb-14-2019
Colville General Business - Non-Resident	000730.0			Active	Jan-31-2025	May-30-2017
Deer Park General Business - Non-Resident				Active	Jan-31-2025	Apr-12-2017
Liberty Lake General Business - Non-Resident				Active	Jan-31-2025	Apr-12-2017
Ritzville General Business - Non-Resident				Active	Jan-31-2025	Jul-01-2019
Spokane General Business				Active	Jan-31-2025	Apr-12-2017



Endorsements held at this lo	License #	Count	Details	Status	Expiration date	First issuance
Spokane Valley General Business - Non-Resident				Active	Jan-31-2025	Apr-12-2017

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

Governing people	Title
ABM INDUSTRIES INCORPORATED	

Registered Trade Names

Registered trade names	Status	First issued
ABM	Active	Apr-17-2017
ABM EDUCATION	Active	Feb-08-2017
ABM FACILITY SERVICES	Active	Feb-08-2017
ABM HEALTHCARE	Active	Feb-08-2017
ABM HIGH TECH	Active	Feb-08-2017
ABM INDUSTRIES GROUP LLC	Active	Sep-18-2018



Registered trade names	Status	First issued
ABM INDUSTRY GROUPS, LLC	Active	Jan-04-2024
ABM JANITORIAL SERVICES - SOUTHEAST	Active	Feb-08-2017
ABM ONSITE SERVICES - WEST; ABM ONSITE SERVICES; ABM JANITORIAL SERVICES; ABM BUSINESS & INDUSTRY	Active	Apr-17-2017
ABM PARKING SERVICES	Active	Feb-08-2017
DIVERSCO	Active	Feb-08-2017
HEALTHCARE PARKING SYSTEMS OF AMERICA	Active	Feb-08-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
6/13/2024 3:09:09 PM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



From: [Jonathan M Bowen](#)
To: [Loucks, Michelle](#)
Subject: RE: [EXTERNAL]RE: Contract renew with Spokane PD
Date: Tuesday, May 21, 2024 10:27:18 AM
Attachments: [CityofSpokane_W33452214.pdf](#)
[SPD_2024_Prevailing.xlsx](#)
Importance: High

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning Michelle,
I have attached the current Certificate of Insurance for the contract as requested. The second attachment is the work up to increase the monthly invoicing to reflect the prevailing wage increase from \$17.99/HR to the current rate of \$20.16/HR a 11% increase. If you could amend the monthly pricing from \$4935.87 to \$5478.82 to reflect the wage and send me a copy for signature it would be greatly appreciated. Please let me know if you have any questions or concerns and have a great day.
Thanks,

Jonathan Bowen
Senior District Manager

ABM | Business & Industry
112 N Altamont St. Spokane, WA 99202
509-535-2022 (Office)
406-459-3229 (Cell)
509-534-5074 (fax)
328120 (VOIP)
Jonathan.bowen@abm.com | abm.com/Commercial

ABM. Building Value

From: Loucks, Michelle <dloucks@spokanepolice.org>
Sent: Tuesday, May 21, 2024 7:57 AM
To: Jonathan M Bowen <Jonathan.Bowen@abm.com>
Subject: [EXTERNAL]RE: Contract renew with Spokane PD

WARNING:
Keep ABM safe! If you aren't sure this email is safe please use the Report Phish button instead of deleting it. This email originated outside of ABM. DO NOT CLICK links or attachments unless you recognize the sender. Never give out your user ID or password.

Sorry Jonathan, I also need a current Certificate of Insurance for the contract.

Thank you,

D. MICHELLE LOUCKS | CITY OF SPOKANE POLICE DEPARTMENT | PROCUREMENT & CONTRACTS SPECIALIST
509.625.4055 office | 509.808.1480 cell | dloucks@spokanepolice.org | spokanecity.org

Register in our electronic bidding system to view Purchasing Department projects at: <https://spokane.procurement.com/home>
Register for the City of Spokane Small Public Works, Consultant, and/or Vendor rosters at: <https://mrsrosters.org/>

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

From: Loucks, Michelle
Sent: Tuesday, May 21, 2024 7:50 AM
To: Jonathan M Bowen <Jonathan.Bowen@abm.com>
Subject: Contract renew with Spokane PD

Hi Jonathan,

I am requesting the contract renewal for our various Police properties and wanted to see if there were any changes. It looks like currently we are sitting at \$59,235.72 for the year.

Thanks,
Michelle

D. MICHELLE LOUCKS | CITY OF SPOKANE POLICE DEPARTMENT | PROCUREMENT & CONTRACTS SPECIALIST
509.625.4055 office | 509.808.1480 cell | dloucks@spokanepolice.org | spokanecity.org

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd

3/26/2024

Clerk's File #

OPR 2024-0351

Renews #

Cross Ref #

Council Meeting Date: 05/13/2024

Submitting Dept

ENGINEERING SERVICES

Project #

2024049,50,51

Contact Name/Phone

DAN BULLER 625-6700

Bid #

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0370-LOW BID AWARD - 2024 PAVING UNPAVED STREETS (2024049)

Agenda Wording

Low Bid of Shamrock Paving Inc. (Spokane, WA) for 2024 Paving Unpaved Streets - \$874,326.00. An administrative reserve of \$87,432.60, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On Monday, May 6, 2024, bids were opened for the above project. The low bid was from Shamrock Paving Inc., in the amount of \$874,326.00, which is \$162,479.00 or 22.82% above the Engineer's Estimate of \$711,847.01. Two other bids were received as follows: Inland Asphalt Company - \$899,933.50 and Alpine Contractors Group, LLC, - \$921,325.25.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 874,326.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ 874,326.00 # 1100 27100 42300 54201 23016

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

Shamrock signee: chuckg@shamrockpaving.us



City of Spokane
PUBLIC WORKS CONTRACT
Title: **PAVING UNPAVED RESIDENTIAL STREETS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as (“Contractor”), individually hereafter referred to as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **PAVING UNPAVED RESIDENTIAL STREETS.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2024, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File Nos. 2024049, 50 and 51 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$874,326.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. 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. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. 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.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- 2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. 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.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 24-082

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHT HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$874,326.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **PAVING UNPAVED RESIDENTIAL STREETS**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHT HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$874,326.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **PAVING UNPAVED RESIDENTIAL STREETS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

**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)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 2,500.00	\$ 2,500.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 8,000.00	\$ 8,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 7,500.00	\$ 7,500.00
6	MOBILIZATION	1.00 LS	\$ 65,000.00	\$ 65,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 70,000.00	\$ 70,000.00
8	WORK ZONE SAFETY CONTINGENCY	1,500.00 FA	\$ 1.00	\$ 1,500.00
9	TYPE III BARRICADE	27.00 EA	\$ 55.00	\$ 1,485.00
10	CLEARING AND GRUBBING	1.00 LS	\$ 29,000.00	\$ 29,000.00
11	TREE ROOT TREATMENT	20.00 EA	\$ 800.00	\$ 16,000.00
12	TREE PROTECTION ZONE	26.00 EA	\$ 350.00	\$ 9,100.00
13	REMOVE TREE, CLASS I	1.00 EA	\$ 800.00	\$ 800.00

14	REMOVE TREE, CLASS II	9.00 EA	\$	3,800.00	\$	34,200.00
15	REMOVE TREE, CLASS III	7.00 EA	\$	6,000.00	\$	42,000.00
16	TREE PRUNING	15.00 EA	\$	350.00	\$	5,250.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	12,000.00	\$	12,000.00
18	REMOVE EXISTING CURB	175.00 LF	\$	23.50	\$	4,112.50
19	REMOVE EXISTING CURB AND GUTTER	65.00 LF	\$	31.00	\$	2,015.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	110.00 SY	\$	39.00	\$	4,290.00
21	SAWCUTTING CURB	13.00 EA	\$	50.00	\$	650.00
22	SAWCUTTING RIGID PAVEMENT	410.00 LFI	\$	1.00	\$	410.00
23	SAWCUTTING FLEXIBLE PAVEMENT	1,795.00 LFI	\$	0.50	\$	897.50
24	ROADWAY EXCAVATION INCL. HAUL	1.00 LS	\$	114,000.00	\$	114,000.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	50.00 CY	\$	50.00	\$	2,500.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	50.00 CY	\$	86.00	\$	4,300.00
27	SELECT BORROW INCL. HAUL	50.00 CY	\$	86.00	\$	4,300.00
28	PREPARATION OF UNTREATED ROADWAY	9,100.00 SY	\$	4.50	\$	40,950.00

29	CRUSHED SURFACING TOP COURSE	1,310.00 CY	\$	98.00	\$	128,380.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	15.00 CY	\$	150.00	\$	2,250.00
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	7,235.00 SY	\$	21.00	\$	151,935.00
32	SOIL RESIDUAL HERBICIDE	7,235.00 SY	\$	0.30	\$	2,170.50
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
34	COMPACTION PRICE ADJUSTMENT	9,045.00 EST	\$	1.00	\$	9,045.00
35	MH OR DW FRAME AND COVER (STANDARD)	3.00 EA	\$	1,312.50	\$	3,937.50
36	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	3.00 EA	\$	735.00	\$	2,205.00
37	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	5.00 EA	\$	945.00	\$	4,725.00
38	ESC LEAD	1.00 LS	\$	1,000.00	\$	1,000.00
39	INLET PROTECTION	15.00 EA	\$	115.00	\$	1,725.00
40	STREET CLEANING	24.00 HR	\$	275.00	\$	6,600.00
41	TOPSOIL TYPE A, 2 INCH THICK	430.00 SY	\$	24.00	\$	10,320.00
42	HYDROSEEDING	40.00 SY	\$	16.00	\$	640.00
43	SOD INSTALLATION	375.00 SY	\$	28.00	\$	10,500.00

44	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	12,000.00	\$	12,000.00
45	CEMENT CONCRETE CURB	155.00 LF	\$	44.00	\$	6,820.00
46	CEMENT CONCRETE CURB AND GUTTER	65.00 LF	\$	61.00	\$	3,965.00
47	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	1,100.00	\$	1,100.00
48	REFERENCE AND REESTABLISH SURVEY MONUMENT	2.00 EA	\$	1,500.00	\$	3,000.00
49	CEMENT CONCRETE SIDEWALK	135.00 SY	\$	160.00	\$	21,600.00
50	RAMP DETECTABLE WARNING	96.00 SF	\$	38.00	\$	3,648.00
51	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	3,000.00	\$	3,000.00
Schedule A-1 Subtotal					\$	<u>874,326.00</u>
Summary of Bid Items				Bid Total	\$	<u>874,326.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2024049

Project Description 2024 Paving Unpaved Streets

Original Date

5/6/2024 2:12:00 PM

Project Number: 2024049			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		ALPINE CONTRACTORS GROUP LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	850.00	850.00	2,500.00	\$2,500.00	1,400.00	\$1,400.00	4,288.00	\$4,288.00
2	APPRENTICE UTILIZATION	1 LS	5,000.00	5,000.00	8,000.00	\$8,000.00	19,150.00	\$19,150.00	20,949.00	\$20,949.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	750.00	750.00	1,000.00	\$1,000.00	525.00	\$525.00	2,176.00	\$2,176.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	5,000.00	5,000.00	7,500.00	\$7,500.00	9,150.00	\$9,150.00	4,351.00	\$4,351.00
6	MOBILIZATION	1 LS	64,713.46	64,713.46	65,000.00	\$65,000.00	94,202.75	\$94,202.75	153,779.00	\$153,779.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	50,000.00	50,000.00	70,000.00	\$70,000.00	78,160.00	\$78,160.00	32,433.00	\$32,433.00
8	WORK ZONE SAFETY CONTINGENCY	1500 FA	1.00	1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00
9	TYPE III BARRICADE	27 EA	120.00	3,240.00	55.00	\$1,485.00	84.50	\$2,281.50	84.00	\$2,268.00
10	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	29,000.00	\$29,000.00	9,100.00	\$9,100.00	31,846.00	\$31,846.00
11	TREE ROOT TREATMENT	20 EA	800.00	16,000.00	800.00	\$16,000.00	840.00	\$16,800.00	876.00	\$17,520.00
12	TREE PROTECTION ZONE	26 EA	300.00	7,800.00	350.00	\$9,100.00	365.00	\$9,490.00	379.00	\$9,854.00
13	REMOVE TREE, CLASS I	1 EA	700.00	700.00	800.00	\$800.00	840.00	\$840.00	876.00	\$876.00
14	REMOVE TREE, CLASS II	9 EA	1,700.00	15,300.00	3,800.00	\$34,200.00	4,050.00	\$36,450.00	4,203.00	\$37,827.00
15	REMOVE TREE, CLASS III	7 EA	2,700.00	18,900.00	6,000.00	\$42,000.00	7,200.00	\$50,400.00	6,421.00	\$44,947.00
16	TREE PRUNING	15 EA	325.00	4,875.00	350.00	\$5,250.00	365.00	\$5,475.00	379.00	\$5,685.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	12,000.00	\$12,000.00	5,400.00	\$5,400.00	27,771.00	\$27,771.00
18	REMOVE EXISTING CURB	175 LF	12.00	2,100.00	23.50	\$4,112.50	16.85	\$2,948.75	7.50	\$1,312.50
19	REMOVE EXISTING CURB AND GUTTER	65 LF	14.00	910.00	31.00	\$2,015.00	22.50	\$1,462.50	9.00	\$585.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	110 SY	25.00	2,750.00	39.00	\$4,290.00	28.00	\$3,080.00	15.00	\$1,650.00
21	SAWCUTTING CURB	13 EA	25.00	325.00	50.00	\$650.00	50.50	\$656.50	57.00	\$741.00
22	SAWCUTTING RIGID PAVEMENT	410 LFI	1.20	492.00	1.00	\$410.00	2.25	\$922.50	4.50	\$1,845.00
23	SAWCUTTING FLEXIBLE PAVEMENT	1795 LFI	1.20	2,154.00	0.50	\$897.50	1.15	\$2,064.25	2.50	\$4,487.50
24	ROADWAY EXCAVATION INCL. HAUL	1 LS	50,000.00	50,000.00	114,000.00	\$114,000.00	88,500.00	\$88,500.00	77,652.00	\$77,652.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	50 CY	60.00	3,000.00	50.00	\$2,500.00	475.00	\$23,750.00	39.00	\$1,950.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	50 CY	60.00	3,000.00	86.00	\$4,300.00	245.00	\$12,250.00	64.00	\$3,200.00
27	SELECT BORROW INCL. HAUL	50 CY	140.00	7,000.00	86.00	\$4,300.00	145.00	\$7,250.00	98.00	\$4,900.00
28	PREPARATION OF UNTREATED ROADWAY	9100 SY	4.00	36,400.00	4.50	\$40,950.00	2.50	\$22,750.00	3.00	\$27,300.00
29	CRUSHED SURFACING TOP COURSE	1310 CY	80.00	104,800.00	98.00	\$128,380.00	92.00	\$120,520.00	66.00	\$86,460.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2024049</i>			<i>Engineer's Estimate</i>		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		ALPINE CONTRACTORS GROUP LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
30	CSTC FOR SIDEWALK AND DRIVEWAYS	15 CY	200.00	3,000.00	150.00	\$2,250.00	170.00	\$2,550.00	97.00	\$1,455.00
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	7235 SY	25.00	180,875.00	21.00	\$151,935.00	22.20	\$160,617.00	25.00	\$180,875.00
32	SOIL RESIDUAL HERBICIDE	7235 SY	0.33	2,387.55	0.30	\$2,170.50	0.30	\$2,170.50	0.35	\$2,532.25
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
34	COMPACTION PRICE ADJUSTMENT	9045 EST	1.00	9,045.00	1.00	\$9,045.00	1.00	\$9,045.00	1.00	\$9,045.00
35	MH OR DW FRAME AND COVER (STANDARD)	3 EA	1,200.00	3,600.00	1,312.50	\$3,937.50	1,925.00	\$5,775.00	1,730.00	\$5,190.00
36	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	3 EA	550.00	1,650.00	735.00	\$2,205.00	1,200.00	\$3,600.00	1,072.00	\$3,216.00
37	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	5 EA	700.00	3,500.00	945.00	\$4,725.00	1,500.00	\$7,500.00	1,132.00	\$5,660.00
38	ESC LEAD	1 LS	1,600.00	1,600.00	1,000.00	\$1,000.00	1,500.00	\$1,500.00	2,865.00	\$2,865.00
39	INLET PROTECTION	15 EA	125.00	1,875.00	115.00	\$1,725.00	320.00	\$4,800.00	266.00	\$3,990.00
40	STREET CLEANING	24 HR	175.00	4,200.00	275.00	\$6,600.00	280.00	\$6,720.00	256.00	\$6,144.00
41	TOPSOIL TYPE A, 2 INCH THICK	430 SY	30.00	12,900.00	24.00	\$10,320.00	16.85	\$7,245.50	27.00	\$11,610.00
42	HYDROSEEDING	40 SY	12.00	480.00	16.00	\$640.00	21.30	\$852.00	30.00	\$1,200.00
43	SOD INSTALLATION	375 SY	20.00	7,500.00	28.00	\$10,500.00	17.95	\$6,731.25	43.00	\$16,125.00
44	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	2,000.00	2,000.00	12,000.00	\$12,000.00	8,410.00	\$8,410.00	14,422.00	\$14,422.00
45	CEMENT CONCRETE CURB	155 LF	48.00	7,440.00	44.00	\$6,820.00	44.85	\$6,951.75	69.00	\$10,695.00
46	CEMENT CONCRETE CURB AND GUTTER	65 LF	65.00	4,225.00	61.00	\$3,965.00	61.75	\$4,013.75	76.00	\$4,940.00
47	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	1,100.00	\$1,100.00	2,800.00	\$2,800.00	2,789.00	\$2,789.00
48	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	1,200.00	2,400.00	1,500.00	\$3,000.00	1,700.00	\$3,400.00	837.00	\$1,674.00
49	CEMENT CONCRETE SIDEWALK	135 SY	150.00	20,250.00	160.00	\$21,600.00	163.00	\$22,005.00	142.00	\$19,170.00
50	RAMP DETECTABLE WARNING	96 SF	35.00	3,360.00	38.00	\$3,648.00	39.25	\$3,768.00	47.00	\$4,512.00
51	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	3,000.00	\$3,000.00	3,000.00	\$3,000.00	3,063.00	\$3,063.00
Bid Total				\$711,847.01		\$874,326.00		\$899,933.50		\$921,325.25

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	711,847.01	0.00	0.00	0.00	711,847.01
SHAMROCK PAVING INC(Submitted)	874,326.00	0.00	0.00	0.00	874,326.00
INLAND ASPHALT COMPANY(Submitted)	899,933.50	0.00	0.00	0.00	899,933.50
ALPINE CONTRACTORS GROUP LLC (Submitted)	921,325.25	0.00	0.00	0.00	921,325.25

Low Bid Contractor: SHAMROCK PAVING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	874,326.00	711,847.01	22.82 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	874,326.00	711,847.01	22.82 % Over Estimate



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 3/26/2024

Clerk's File # OPR 2024-0489

Cross Ref #

Project # 2023118

Council Meeting Date: 06/24/2024

Submitting Dept	ENGINEERING SERVICES	Bid #	
------------------------	----------------------	--------------	--

Contact Name/Phone	DAN BULLER 625-6391	Requisition #	
---------------------------	---------------------	----------------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG		
-----------------------	-------------------------	--	--

Agenda Item Type	Engineer Construction Contract		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	0370 – LOW BID AWARD – WASHINGTON/STEVENS GRIND AND OVERLAY		
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Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for the Washington/Stevens Grind and Overlay - \$__. An administrative reserve of \$__, which is 10% of the contract, will be set aside. (Riverside Neighborhood Council)

Summary (Background)

On ____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$__, which is \$__ or_% (above/below) the Engineer's Estimate of __. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

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

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

ddaniels@spokanecity.org

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jgraff@spokanecity.org

pyoung@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4-15-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Washington-Stevens Grind & Overlay
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> This project grinds and overlays Washington and Stevens from Spokane Falls Blvd to 3rd Ave. excluding the intersections of Spokane Falls Blvd. 3rd Ave. & Riverside Ave. (Riverside intersection was done as part of a project 2 years ago. Spokane Falls Blvd and 3rd Ave. intersections will be included in projects scheduled in the next couple years). Also included is replacement of wheelchair ramps where necessary, including bumpouts where needed to get ramps in where vaulted sidewalks make that infeasible. At the request of STA, the bus stop on Stevens at Sprague will be modified to allow the bus to stop in-lane. Striping on Washington and Stevens is being revised. <ul style="list-style-type: none"> Washington (the northbound street): The east curb lane is being converted to a bike lane with striped buffer between 3rd and 1st. Following restriping, Washington will have three through lanes. Stevens (the southbound street): The east curb lane is being converted to parking. Approximately 56 new stalls will be added between SF Blvd and 3rd. Following restriping, Stevens will have three through lanes. The estimated start date is mid-July, 2024 with completion projected for the fall. Other projects on this Washington (and Stevens) corridor are the three bridges immediately north of this project, slated to begin on May 20 and last about 4 months and Washington from the Spokane River to Maxwell, slated to begin on April 4th. In general for the three projects on this corridor, one lane of traffic will remain open in each direction although there may be short term full closures.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$2.0M</u> Current year cost: \$2.0M Subsequent year(s) cost:	
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: 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 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.
- 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.





Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd

6/3/2024

Clerk's File #

OPR 2024-0490

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

FLEET SERVICES

Bid #

RFP #6037-24

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5100 - FLEET SERVICES TIERED HD VEHICLE REPAIR - DOBBS PETERBILT

Agenda Wording

Fleet Services would like to contract with Dobbs Peterbilt as a primary vendor for repairs and maintenance on medium and heavy-duty City owned vehicles not to exceed \$800k per year. Contract term is 5 years.

Summary (Background)

Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 4,000,000

Current Year Cost \$ 800,000

Subsequent Year(s) Cost \$ 800,000

Narrative

RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.

Amount

Budget Account

Expense \$ 800,000

5100-71700-48348-54803-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

rgiddings@spokanecity.org	atrussell@spokanecity.org
tprince@spokanecity.org	nathan.connell@dobbspeterbilt.com
fleetservicesaccounting@spokanecity.org	

Council Briefing Paper Finance & Administration Committee

Committee Date	May 03, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Tiered HD Vehicle Repair Contracts - Dobbs
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department. Fleet Services selected Western Peterbilt LLC, (DBA Dobbs Peterbilt) as primary vendor.</p> <p>Fleet Services would like to contract with Dobbs Peterbilt for an amount not to exceed \$800,000 per year including applicable sales tax. Contract term is 5 years.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$4,000,000</u></p> <p style="padding-left: 40px;">Current year cost: \$800,000</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$800,000</p> <p>Narrative: <u>RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.</u></p> <p>Funding Source <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>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Ongoing cost and quality data will be collected by fleet to ensure vendor's adherence to standards.
- 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.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No standing subcommittee for this topic.



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

WESTERN PETERBILT, LLC
2800 136TH AVENUE CT E
SUMNER WA 98390-9206

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Dec 01, 2023

Unified Business ID #: 600471845

Business ID #: 001

Location: 0001

Expires: Dec 31, 2024

CITY/COUNTY ENDORSEMENTS:

ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T13002275BUS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: filing, copying, printing, scanning

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors may not operate or work in close proximity to heavy moving equipment. This includes, but is not limited to, earth-moving machines, cranes, compactors, forklifts and tractors. WAC 296-125-030(17)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600471845 001 0001

WESTERN PETERBILT, LLC
2800 136TH AVENUE CT E
SUMNER WA 98390-9206

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T13002275BUS - ACTIVE

Expires: Dec 31, 2024

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2024

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 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).

EPIC Insurance Brokers & Consultants
1140 Avenue of the Americas, 8th Floor
New York, NY 10036

CONTACT NAME: Michael Feinstein
PHONE (A/C No. Ext): 212 488-0200 FAX (A/C No): (212) 488-0220
E-MAIL: michael.feinstein@epicbrokers.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL UNION FIRE INSURANCE COMPANY	19445
INSURER B: STARSTONE SPECIALTY INSURANCE COMPANY	44776
INSURER C: NEW HAMPSHIRE INSURANCE COMPANY	23841
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GWP Holdings, LLC; DPTC Holdings, LLC;
Western Truck Parts and Equipment Company, LLC
dba Dobbs Peterbilt; Dobbs Truck Group; Western Truck Center
2800 136th Avenue Court E
Sumner, WA 98390

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 <input checked="" type="checkbox"/> Garage Liability-Other than Auto GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CA 5721590	4/1/2024	4/1/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		CA 5721590	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			849351232ALI	4/1/2024	4/1/2025	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
							EXCESS UMBRELLA	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			WC 80878143 (CA) WC 80878144 (AOS)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$2,000,000
							E.L. DISEASE - POLICY LIMIT	\$2,000,000

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

City of Spokane, its officers and employees are additional insured as respects General Liability and Auto Liability, as required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
915 North Nelson
Spokane WA 99202

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

3



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WESTERN PETERBILT, LLC dba DOBBS PETERBILT**, whose address is 23501 East Knox Avenue, Liberty Lake, Washington 99019 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance of Medium and Heavy Duty Trucks and Equipment, in accordance with RFP 6037-24, and Company’s Response, 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 May 1, 2024, and shall run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**, and applicable tax, per year, 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, Fleet Services Department, 914 East 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 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.

**WESTERN PETERBILT, LLC
dba DOBBS PETERBILT**

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 RFP

24-062

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



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd 6/3/2024

Clerk's File # OPR 2024-0491

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept	FLEET SERVICES	Bid #	RFP #6037-24
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Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	
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Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
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Agenda Item Name	5100 - FLEET SERVICES TIERED HD VEHICLE REPAIR - KENWORTH SALES		
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Agenda Wording

Fleet Services would like to contract with Kenworth Sales as a secondary vendor for repairs and maintenance on medium and heavy-duty City owned vehicles not to exceed \$200k per year. Contract term is 5 years.

Summary (Background)

Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department. Fleet Services selected Kenworth Sales as one of two secondary vendors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 1,000,000
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Current Year Cost	\$ 200,000
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Subsequent Year(s) Cost	\$ 200,000
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Narrative

RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.

Amount

Budget Account

Expense	\$ 200,000	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

rgiddings@spokanecity.org	atrussell@spokanecity.org
tprince@spokanecity.org	wbeal@kwsco.com
fleetservicesaccounting@spokanecity.org	

Council Briefing Paper Finance & Administration Committee

Committee Date	May 03, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Tiered HD Vehicle Repair Contracts – Kenworth Sales
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department. Fleet Services selected Kenworth Sales as one of two secondary vendors.</p> <p>Fleet Services would like to contract with Kenworth Sales for an amount not to exceed \$200,000 per year including applicable sales tax. Contract term is 5 years.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,000,000</u></p> <p style="padding-left: 20px;">Current year cost: \$200,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$200,000</p> <p>Narrative: <u>RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.</u></p> <p>Funding Source <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>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Ongoing cost and quality data will be collected by fleet to ensure vendor's adherence to standards.
- 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.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No standing subcommittee for this topic.



City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KENWORTH SALES COMPANY**, whose address is 6420 East Broadway Avenue, Spokane, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance Of Medium and Heavy Duty Trucks and Equipment, in accordance with RFP 6037-24, and Company's Response, 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 May 1, 2024, and shall run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, and applicable tax, per year, 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, Fleet Services Department, 914 East 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 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.

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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.

KENWORTH SALES COMPANY

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 RFP

24-059

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



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

KENWORTH SALES COMPANY
KENWORTH SALES-SPOKANE
6420 E BROADWAY AVE
SPOKANE VALLEY WA 99212-1037

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Oct 06, 2023

Unified Business ID #: 603238845

Business ID #: 001

Location: 0001

Expires: Sep 30, 2024

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

KENWORTH SALES-SPOKANE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd

6/3/2024

Clerk's File #

OPR 2024-0492

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

FLEET SERVICES

Bid #

RFP #6037-24

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5100 - FLEET SERVICES TIERED HD VEHICLE REPAIR - CUMMINS SALES &

Agenda Wording

Fleet Services would like to contract with Cummins Sales & Service (Spokane) as a secondary vendor for repairs and maintenance on medium and heavy-duty City owned vehicles not to exceed \$200k per year. Contract term is 5 years.

Summary (Background)

Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,000,000

Current Year Cost \$ 200,000

Subsequent Year(s) Cost \$ 200,000

Narrative

RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.

Amount

Budget Account

Expense \$ 200,000

5100-71700-48348-54803-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

rgiddings@spokanecity.org	atrussell@spokanecity.org
tprince@spokanecity.org	corey.chyczewski@cummins.com
fleetservicesaccounting@spokanecity.org	

Council Briefing Paper Finance & Administration Committee

Committee Date	May 03, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Tiered HD Vehicle Repair Contracts – Cummins Sales & Service
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department. Fleet Services selected Cummins Sales and Service as one of two secondary vendors. Fleet Services would like to contract with Cummins Sales and Service for an amount not to exceed \$200,000 per year including applicable sales tax. Contract term is 5 years.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,000,000</u> Current year cost: \$200,000 Subsequent year(s) cost: \$200,000	
Narrative: <u>RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.</u>	
Funding Source <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	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • 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. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Ongoing cost and quality data will be collected by fleet to ensure vendor's adherence to standards.
- 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.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No standing subcommittee for this topic.



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CUMMINS SALE & SERVICE**, whose address is 11134 West Westbow Blvd., Spokane, Washington 99224 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance of Medium and Heavy Duty Trucks and Equipment, in accordance with RFP 6037-24, and Company’s Response, 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 May 1, 2024, and shall run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, and applicable tax, per year, 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, Fleet Services Department, 914 East 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 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.

CUMMINS SALE & SERVICE

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 RFP

24-063

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



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

CUMMINS INC.
11134 W WESTBOW BLVD
SPOKANE WA 99224-9475

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Oct 13, 2023

Unified Business ID #: 600414931

Business ID #: 001

Location: 0003

Expires: Oct 31, 2024

CITY/COUNTY ENDORSEMENTS:

- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #7648 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #0083280 - ACTIVE
- BELLINGHAM GENERAL BUSINESS #055465 - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #25514 - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #28862 - ACTIVE
- PORT ORCHARD GENERAL BUSINESS - NON-RESIDENT (EXPIRES 1/31/2024) - ACTIVE
- PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- OCEAN SHORES GENERAL BUSINESS - NON-RESIDENT (EXPIRES 4/30/2024) - ACTIVE
- HOQUIAM GENERAL BUSINESS - NON-RESIDENT #601866 - ACTIVE
- ABERDEEN GENERAL BUSINESS - NON-RESIDENT #215572 - ACTIVE

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600414931 001 0003

CUMMINS INC.
11134 W WESTBOW BLVD
SPOKANE WA 99224-9475

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- TAX REGISTRATION - ACTIVE
- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #7648 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #0083280 - ACTIVE
- BELLINGHAM GENERAL BUSINESS #055465 - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #25514 - ACTIVE
- OLYMPIA GENERAL BUSINESS -

Expires: Oct 31, 2024

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

CUMMINS INC.
11134 W WESTBOW BLVD
SPOKANE WA 99224-9475

Not licensed to hire minors without a Minor Work Permit.

Issue Date: Oct 13, 2023

Unified Business ID #: 600414931

Business ID #: 001

Location: 0003

Expires: Oct 31, 2024

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600414931 001 0003

CUMMINS INC.
11134 W WESTBOW BLVD
SPOKANE WA 99224-9475

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
CENTRALIA GENERAL BUSINESS - NON-RESIDENT #7648 - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0083280 - ACTIVE
BELLINGHAM GENERAL BUSINESS #055465 - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LACEY GENERAL BUSINESS - NON-RESIDENT #25514 - ACTIVE
OLYMPIA GENERAL BUSINESS -

Expires: Oct 31, 2024

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2024

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).

PRODUCER Aon Risk Services Central Inc. 200 E Randolph St. Chicago, IL 60601	CONTACT NAME: A. I. King Insurance Agency, Inc. PHONE (A/C, No. Ext): 317-841-6004 E-MAIL ADDRESS: cummins@aikinginsurance.com	FAX (A/C, No): 317-841-6006	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cummins Inc. 500 Jackson Street Mail Code 91676 Columbus IN 47201-6258	INSURER A: North American Elite Insurance Co		29700
	INSURER B: Old Republic Insurance Company		24147
	INSURER C: Allianz Global Risks US Insurance Co		35300
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGP0000001-03	8/1/2023	8/1/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 317015 23	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PHYSICAL DAMAGE \$ SELF-INSURED
A	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CGU0000001-03	8/1/2023	8/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 314311-23	8/1/2023	8/1/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	Excess Auto Liability			MWZX 317016 23	8/1/2023	8/1/2024	Limit 13,000,000
C	Excess Liability			USL02306023	8/1/2023	8/1/2024	Limit 10,000,000 Occ/Agg

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

City of Spokane, its officers and employees are listed as Additional Insured as respects to General and Auto liability, as required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 915 North Nelson
 Spokane WA 99202

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

Al King

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
All persons or organizations as required by written contract or agreement
Location And Description Of Completed Operations
All locations on file with the Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
However:

- 1.The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2.If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B.With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.Required by the contract or agreement; or
- 2.Available under the applicable limits of insurance;

whichever is less.
This endorsement shall not increase the applicable limits of insurance.

Preview

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: CGP0000001-03

Endorsement Effective Date: 08/01/2023

Named Insured: Cummins Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement	All locations on file with the Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Preview

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance 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.

Swiss Re Corporate Solutions Elite Insurance Company

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Preview

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: CGP0000001-03

Endorsement Effective Date: 08/01/2023

Named Insured: Cummins Inc.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

Preview

- A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

PCA 048 09 18

Page 1 of 1

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd 6/3/2024

Clerk's File # OPR 2024-0493

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept	FLEET SERVICES	Bid #	RFP #6037-24
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Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	
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Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART	BWILKERSON	ZZAPPONE
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Agenda Item Name	5100 - FLEET SERVICES TIERED HD VEHICLE REPAIR - GORDON TRUCK		
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Agenda Wording

Fleet Services would like to contract with Gordon Truck Centers, Inc. dba Freightliner Northwest as a tertiary vendor for repairs and maintenance on medium and heavy-duty City owned vehicles not to exceed \$100k per year. Contract term is 5 years.

Summary (Background)

Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 100,000

Narrative

RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.

Amount

Budget Account

Expense	\$ 100,000	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

rgiddings@spokanecity.org	atrussell@spokanecity.org
tprince@spokanecity.org	patrick.gendreau@gordontruckcenters.com
fleetservicesaccounting@spokanecity.org	

Council Briefing Paper Finance & Administration Committee

Committee Date	May 03, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Tiered HD Vehicle Repair Contracts – Gordon Truck Centers
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department. Fleet Services selected Gordon Truck Centers as one of two tertiary vendors. Fleet Services would like to contract with Gordon Truck Centers for an amount not to exceed \$100,000 per year including applicable sales tax. Contract term is 5 years.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$500,000</u> Current year cost: \$100,000 Subsequent year(s) cost: \$100,000	
Narrative: <u>RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.</u>	
Funding Source <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	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • 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. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Ongoing cost and quality data will be collected by fleet to ensure vendor's adherence to standards.
- 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.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No standing subcommittee for this topic.



City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GORDON TRUCK CENTERS, INC., dba FREIGHTLINER NORTHWEST**, whose address is 10310 West Westbow Blvd., Spokane, Washington 99224 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance of Medium and Heavy Duty Trucks and Equipment, in accordance with RFP 6037-24, and Company's Response, 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 May 1, 2024, and shall run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, and applicable tax, per year, 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, Fleet Services Department, 914 East 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 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.

**GORDON TRUCK CENTERS, INC., dba
FREIGHTLINER NORTHWEST,**

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 RFP

24-066

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



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

GORDON TRUCK CENTERS, INC.
FREIGHTLINER NORTHWEST
10310 W WESTBOW BLVD
SPOKANE WA 99224-9411

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
MISCELLANEOUS VEHICLE DEALER #06025 - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
MOTOR VEHICLE DEALER SUBAGENCY #00579 - ACTIVE

Issue Date: Jul 28, 2023

Unified Business ID #: 600633770

Business ID #: 001

Location: 0006

Expires: Jul 31, 2024

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

FREIGHTLINER NORTHWEST

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600633770 001 0006

GORDON TRUCK CENTERS, INC.
FREIGHTLINER NORTHWEST
10310 W WESTBOW BLVD
SPOKANE WA 99224-9411

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER SUBAGENCY #00579 - ACTIVE
MISCELLANEOUS VEHICLE DEALER #06025 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

Expires: Jul 31, 2024

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371	CONTACT NAME: Rainey Lindholm
	PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: rainey.lindholm@propelinsurance.com
INSURED Gordon Truck Centers Inc. dba Freightliner Northwest 277 Stewart Road SW Pacific, WA 98047-2155	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Travelers Indemnity Company of America 25666
	INSURER B : Travelers Property Casualty CoofAmerica 25674
	INSURER C : Travelers Casualty & Surety Company 19038
	INSURER D :
	INSURER E :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			AD2R3166222314	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AD2R3166222314	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2R5260722314 following form	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	UB0S590767 All States WA Stop Gap Incd	03/13/2024	03/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers Primary Basis			AD2R3166222314	09/01/2023	09/01/2024	See Limit Below See Ded Below

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

Garagekeepers Coverage Limits per Location: Vehicles Held for Service /Repair
Deductibles per Auto \$10,000 Comp - Max per Loss \$50,000 - \$1,000 Coll
277 Stewart Rd SW Pacific WA - Limit \$8,000,000
221 Stewart Rd SW Pacific WA - Limit \$1,080,000
524 Jacks Ln Mount Vernon WA - Limit \$2,500,000
(See Attached Descriptions)

CERTIFICATE HOLDER City of Spokane 915 North Nelson Spokane, WA 99202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

1070 Stewart Re SW Pacific WA - Limit \$840,000
13232 Case Rd SW Olympia, WA Limit \$2,500,000
10310 W Westbow Blvd Spokane Limit \$8,000,000
10220 W Westbow Blvd Spokane Limit \$ 360,000
1910 Rudkin Rd Yakima, WA Limit \$300,000
60596 Cristad Dr LaGrande, WA Limit \$150,000
29265 Freedom Land, Hermiston OR Limit \$150,000
600 S 56th Place Ridgefield WA Limit \$1,500,000
2343 Biddle Rd Medford OR Limit \$2,500,000
1214 N. Franklin Blvd Nampa ID Limit \$150,000
151 Stewart Road Pacific WA Limit \$600,000
3299 Lathrop St., Fairbanks AK Limit \$1,000,000
222 W 92nd Ave ., Anchorage, AK Limit \$2,500,000
4991 Caterpillar Road., Redding, CA Limit \$1,500,000

City of Spokane, its officers and employees are listed as Additional Insured as respects to General and Auto liability as required by written contract, subject to the terms and conditions of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

ADDITIONAL INSURED SCHEDULE

Designated Person or Organization: **SEE CA T8 04**

Address:

PROVISIONS

- 1. The following is added to Paragraph D.2., Who Is An Insured, of SECTION I – COVERED AUTOS COVERAGES:**

Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under para-

graphs **D.2.a.** or **b.** of SECTION I – COVERED AUTOS COVERAGES.

- 2. The following is added to Paragraph B., General Conditions, of the SECTION IV – CONDITIONS: Notice of Cancellation to Additional Insured**

In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED FOR COVERED AUTOS
COVERAGES – PRIMARY AND NON-CONTRIBUTORY
WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

as per written contract

PROVISIONS

- 1. The following is added to Paragraph c. in D.2., **Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph 5., **Other Insurance**, in B., **General Conditions**, of **SECTION IV –CONDITIONS**, but only for Covered Autos Liability C coverage:

Regardless of the provisions of paragraphs a. and f. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

SEE CA T8 05

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED FOR GENERAL LIABILITY
COVERAGES – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSUREDS

Designated Persons or Organizations: SEE CA T8 07 09 21

PROVISIONS

- 1. The following is added to Paragraph D., **Who Is An Insured**, of SECTION II – GENERAL LIABILITY COVERAGES:

Any person or organization designated in the Schedule Of Additional Insureds is an "insured", but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertis-

ing injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing "auto dealer operations"; or
- b. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
 As per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd 6/3/2024

Clerk's File # OPR 2024-0494

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept	FLEET SERVICES	Bid #	RFP #6037-24
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Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	
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Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
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Agenda Item Name	5100 - FLEET SERVICES TIERED HD VEHICLE REPAIR - SOLID WASTE SYSTEMS		
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Agenda Wording

Fleet Services would like to contract with Solid Waste Systems (SWS Equipment, Inc) as a tertiary vendor for repairs and maintenance on medium and heavy-duty City owned vehicles not to exceed \$100k per year. Contract term is 5 years.

Summary (Background)

Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 100,000

Narrative

RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.

Amount

Budget Account

Expense	\$ 100,000	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

rgiddings@spokanecity.org	atrussell@spokanecity.org
tprince@spokanecity.org	seaniswsequipment.com
fleetservicesaccounting@spokanecity.org	

Council Briefing Paper Finance & Administration Committee

Committee Date	May 03, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Tiered HD Vehicle Repair Contracts – SWS Equipment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department. Fleet Services selected SWS Equipment as one of two tertiary vendors.</p> <p>Fleet Services would like to contract with SWS Equipment for an amount not to exceed \$100,000 per year including applicable sales tax. Contract term is 5 years.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</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>Narrative: <u>RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.</u></p> <p>Funding Source <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>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Ongoing cost and quality data will be collected by fleet to ensure vendor's adherence to standards.
- 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.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No standing subcommittee for this topic.



City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SWS EQUIPMENT, INC.**, whose address is 6515 North Nixon Avenue, Spokane Valley, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance Of Medium and Heavy Duty Trucks and Equipment, in accordance with RFP 6037-24, and Company's Response, 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 May 1, 2024, and shall run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, and applicable tax, per year, 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, Fleet Services Department, 914 East 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 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.

SWS EQUIPMENT, 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 RFP

24-060

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



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 05, 2023

Unified Business ID #: 601245968

Business ID #: 001

Location: 0001

Expires: Apr 30, 2024

Limited Liability Company

SWS EQUIPMENT LLC
SOLID WASTE SYSTEMS, INC.
6515 N NIXON AVE
SPOKANE VALLEY WA 99212

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
MOTOR VEHICLE DEALER #03960 - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

- SPOKANE VALLEY GENERAL BUSINESS #00931 - ACTIVE
- PUYALLUP GENERAL BUSINESS - NON-RESIDENT #2009090 - ACTIVE
- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #8859 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #8002580 - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- BELLINGHAM GENERAL BUSINESS #032687 - ACTIVE
- DUPONT GENERAL BUSINESS - NON-RESIDENT #1164 - ACTIVE
- ENUMCLAW GENERAL BUSINESS - NON-RESIDENT #CUST00006676 - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- KENNEWICK GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #19005 - ACTIVE
- MARYSVILLE GENERAL BUSINESS - NON-RESIDENT #9000CON604 - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #12539 - ACTIVE
- PORT ORCHARD GENERAL BUSINESS - NON-RESIDENT #B004727 - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 601245968 001 0001

SWS EQUIPMENT LLC
SOLID WASTE SYSTEMS, INC.
6515 N NIXON AVE
SPOKANE VALLEY WA 99212

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER #03960 - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS #00931 - ACTIVE
PUYALLUP GENERAL BUSINESS - NON-RESIDENT #2009090 - ACTIVE
CENTRALIA GENERAL BUSINESS - NON-RESIDENT #8859 - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #8002580 - ACTIVE

FOLD HERE

Expires: Apr 30, 2024

John Ryser
Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 05, 2023

Unified Business ID #: 601245968

Business ID #: 001

Location: 0001

Expires: Apr 30, 2024

Limited Liability Company

SWS EQUIPMENT LLC
SOLID WASTE SYSTEMS, INC.
6515 N NIXON AVE
SPOKANE VALLEY WA 99212

CITY/COUNTY ENDORSEMENTS:

- PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT #8611 - ACTIVE
- SEDRO WOOLLEY GENERAL BUSINESS - NON-RESIDENT #222007 - ACTIVE
- SUMNER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- VANCOUVER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12004607BUS - ACTIVE
- QUINCY GENERAL BUSINESS - NON-RESIDENT #2019-066 - ACTIVE
- CHENEY GENERAL BUSINESS - NON-RESIDENT #BUS2010-216 - ACTIVE
- MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #120589 - ACTIVE
- FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT #14-104083-00-BL - ACTIVE
- LYNNWOOD GENERAL BUSINESS - NON-RESIDENT #015666-08-2012 - ACTIVE
- MOUNTLAKE TERRACE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- YAKIMA GENERAL BUSINESS - NON-RESIDENT #BL009415 - ACTIVE
- BURIEN GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- REDMOND GENERAL BUSINESS - NON-RESIDENT #RED09-000312 - ACTIVE
- ABERDEEN GENERAL BUSINESS - NON-RESIDENT #214688 - ACTIVE
- BREMERTON GENERAL BUSINESS - NON-RESIDENT #28630 - ACTIVE

DUTIES OF MINORS:

Ages 16-17: SHOP HELPER - SWEEP SHOP FLOOR; PULL PARTS/SUPPLIES; HELP TECH WITH MINOR

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 601245968 001 0001

SWS EQUIPMENT LLC
SOLID WASTE SYSTEMS, INC.
6515 N NIXON AVE
SPOKANE VALLEY WA 99212

STATE OF WASHINGTON

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- MINOR WORK PERMIT - ACTIVE
- TAX REGISTRATION - ACTIVE
- MOTOR VEHICLE DEALER #03960 - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS #00931 - ACTIVE
- PUYALLUP GENERAL BUSINESS - NON-RESIDENT #2009090 - ACTIVE
- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #8859 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #8002580 - ACTIVE

Expires: Apr 30, 2024

John Ryser
Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

SWS EQUIPMENT LLC
SOLID WASTE SYSTEMS, INC.
6515 N NIXON AVE
SPOKANE VALLEY WA 99212
DUTIES; PRESSURE WASH/CLEAN/DETAIL TRUCKS AND EQUIPMENT; ETC.

Issue Date: May 05, 2023
Unified Business ID #: 601245968
Business ID #: 001
Location: 0001
Expires: Apr 30, 2024

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors may not operate or work in close proximity to heavy moving equipment. This includes, but is not limited to, earth-moving machines, cranes, compactors, forklifts and tractors. WAC 296-125-030(17)

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Occupations involving exposure to substances which are carcinogenic, corrosive, highly toxic, toxic sensitizers, or that cause reproductive health effects or irreversible end organ damage is prohibited for minors under 18. WAC 296-125-030(25)

REGISTERED TRADE NAMES:

SWS EQUIPMENT, INC

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 601245968 001 0001

SWS EQUIPMENT LLC
SOLID WASTE SYSTEMS, INC.
6515 N NIXON AVE
SPOKANE VALLEY WA 99212

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
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TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER #03960 - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS #00931 - ACTIVE
PUYALLUP GENERAL BUSINESS - NON-RESIDENT #2009090 - ACTIVE
CENTRALIA GENERAL BUSINESS - NON-RESIDENT #8859 - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #8002580 - ACTIVE

Expires: Apr 30, 2024

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

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) 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.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Designated Construction Project(s):</p> <p>ANY JOB SITE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07-01-2023	Policy Number: EBA 014 81 50
Named Insured: SOLID WASTE SYSTEMS INC, SWS PROPERTIES LLC DBA SWS EQUIPMENT LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - GARAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07-01-2023	Policy Number: EBA 014 81 50
Named Insured: SOLID WASTE SYSTEMS INC, SWS PROPERTIES LLC DBA SWS EQUIPMENT LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION V - GARAGE CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07-01-2023	Policy Number: EBA 014 81 50
Named Insured: SOLID WASTE SYSTEMS INC, SWS PROPERTIES LLC DBA SWS EQUIPMENT LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION V - GARAGE CONDITIONS, B. General Conditions, 5. Other Insurance is amended by the addition of the following:

- e. Regardless of the provisions of Paragraph **d.** above, we will not seek contribution from any other insurance available to you for any person or organization for whom you are required under an "insured contract", which requires insurance to be assumed on a noncontributory basis, to provide insurance, but only to the extent that this is provided under **SECTION V - GARAGE CONDITIONS B. General Conditions, 5. Other Insurance.**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2023 Policy No. EWC 050 55 25-05 Endorsement No.

Insured SWS EQUIPMENT LLC

Insurance Company THE CINCINNATI INDEMNITY COMPANY

Premium \$INCL

Countersigned by _____

WC 00 03 13

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

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

Throughout this Coverage Part 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 Coverage Part. 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 - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" 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, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", 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 "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed 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 "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed 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:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. 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".

3. Contractual Liability

Any liability 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 "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. 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:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. 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.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) 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; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. 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
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraphs a.(2), c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs c. and d. of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

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

6. Damage to Your Product

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

7. 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.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. 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.

9. 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.

10. 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:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of a. or b. above.

This exclusion applies:

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

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. 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;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, 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.

15. 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.

16. Pollutant - Auto

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":
- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;
 - (b) Otherwise in the course of transit by or on behalf of the insured; or
 - (c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;
 - (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or
 - (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and
- (b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) 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, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "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;
 - (b) "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 "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" 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
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (2) 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;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) 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, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "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;

- (b) "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
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) 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".
- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or 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:

- a. "Your product";
- b. "Your work"; or
- c. "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.

19. 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.

20. War

Any liability, however caused, arising directly or indirectly, out of:

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

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

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

However, this Paragraph c. 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.

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising 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 when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - 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.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4**. and **5**. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) 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.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) 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.
 - (4) 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. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

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, "suits" brought or number of vehicles involved or insured; or
 - c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:
 - a. Included in the "products-completed operations hazard";
 - b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
 - c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:
 - a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:
 - (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:
 - (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 - (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":
 - a. In excess of the applicable limits of "underlying insurance"; or
 - b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in 4. above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II - WHO IS AN INSURED, Paragraph 3**; or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in 2., 3., 4. and 5. above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. 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.

3. Bankruptcy

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

4. Duties in the Event of Occurrence, Claim or Suit

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

- (1) How, when and where the "occurrence" 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".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- 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.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

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.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty 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 and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

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

12. 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.

13. Transfer of Rights of Recovery Against Others to Us

- a. 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.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. 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. "Advertisement" includes a publicity article. 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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
 - a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
 - b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".
3. "Auto" means:
 - a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; 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."Auto" does not include "mobile equipment".
4. "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.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means anywhere.
7. "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.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion 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, other than a contract or agreement pertaining to the rental or lease of any "auto", (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", "property damage" or "personal and advertising injury" 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; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" 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. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (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;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in 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 vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. 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;
- e. Defamation of character, including 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;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

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

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

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

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

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

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

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction 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.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

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

- a. An arbitration proceeding in which such money 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 money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "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.

29. "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.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8. "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE
ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 5,000,000 Each Occurrence Limit \$ 5,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION IV - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a.** Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and
- b.** Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.



EVANSTON INSURANCE COMPANY
ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS
COVERAGE FORM

TABLE OF CONTENTS

SECTION I – COVERAGES2
 A. Insuring Agreements.....2
 B. Claims And Defense4
 C. Supplementary Payments.....5
 D. Coverage Extensions..... 7
SECTION II – EXCLUSIONS7
SECTION III – WHO IS AN INSURED13
SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION.....14
 A. Limits Of Insurance14
 B. Self-Insured Retention15
 C. Multiple Insureds, Claims, And Claimants15
SECTION V – EXTENDED REPORTING PERIOD16
SECTION VI – CONDITIONS.....16
SECTION VII – DEFINITIONS21



EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V – EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

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 word "insured" means any person or organization qualifying as such under Section III – Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII – Definitions.

SECTION I – COVERAGES

A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

- (1) The "pollution condition" arises out of "your work"; and
- (2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

- (1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and
- (2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

- (1) Such "pollution condition" originates at a "non-owned disposal site";
- (2) The "pollution condition" arises from waste or material generated by "your work"; and
- (3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

- (1) At, on, or under a Designated Location shown in the Declarations; or
- (2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

- (a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;
- (b) The "pollution condition" commences during the policy period;
- (c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;
- (d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and
- (e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

- (1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":
 - (a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;
 - (b) Commences during the policy period; and
 - (c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

- (2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

- (1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".
- (2) This insurance applies to "professional loss" only if:
- (a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and
- (b) A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

- (1) The act, error, or omission giving rise to the "rectification expense" happens during the policy period and on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;
- (2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and
- (3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims And Defense

1. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.c.** Non-owned Disposal Site Liability under Section I – Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

- a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;
- b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or
- c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

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

2. Solely with respect to the Insuring Agreement **2.a. Professional Liability**, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

Any reported "wrongful act" that subsequently becomes a "claim" made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy

3. We will:

- a. Have the right to investigate any "claim"; and
- b. Have the right and duty to defend the insured against any "suit";

for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Section **IV – Limits Of Insurance And Self-Insured Retention**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements,

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

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. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$5,000 a day because of time off from work.
- c. 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.
- d. Pre-judgment 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 pre-judgment interest based on that period of time after the offer.
- e. 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.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

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 "loss" 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 "pollution condition" or "wrongful act" 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".

As 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.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

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, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

3. Pre-Claim Investigation Expenses

- a. If, during the policy period, the insured first becomes aware of a specific "wrongful act" that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:
 - (1) The description of the specific "wrongful act";
 - (2) The date on which such "wrongful act" took place;
 - (3) The damage which has or may result from such "wrongful act";
 - (4) The identity of any injured person or organization subject to such injury or damage; and
 - (5) The date and circumstances by which the insured first became aware of such "wrongful act".
- b. If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:
 - (1) A "claim" results from the "wrongful act" under investigation; or
 - (2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.
- c. If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice is first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph C.3. Pre-Claim Investigation Expenses of Section I – Coverages.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

- a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:
 - (1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and
 - (2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.
- b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

- c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.
- d. No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

2. Subpoena Assistance

In the event that during the policy period:

- a. The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and
- b. The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II – EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, t

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

- a. That the insured would have in the absence of the contract or agreement; or

- b. Solely with respect to coverage provided under Insuring Agreement **1.**, assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

- a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or
- b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

- a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. Employer's Liability

"Bodily injury" to:

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

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. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

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

- a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or
- b. 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:

- (1) 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; or
- (2) "Rectification expense" to the extent coverage is provided under Section I – Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement **1.**, this exclusion does not apply with respect to "claims" against you by any

insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

- a. Injury to persons or property; or
- b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

- (1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or
- (2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

- a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;
- b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or
- c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

- a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. Resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - (3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

- a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing, or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

- a. A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or
- b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but 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, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of any location covered by this policy;
- b. "Bodily injury" or "property damage" arising out of:

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

- c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

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

18. Workers' Compensation And Similar Laws

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

19. Your Products

"Loss" arising out of "your product":

- a. Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or
- b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

- B.** With respect to Insuring Agreement **A.2.**, Supplementary Coverages, and Coverage Extensions, this insurance does not apply to

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

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

3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. Financial Related Matters

"Claims" arising out of any:

- a. Liability or breach of any duty or obligation owed by you:
 - (1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or
 - (2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or
- b. Breach of any fiduciary duty owed by you.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

- a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;
- b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;
- c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or
- d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative

SECTION III – WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse or "domestic partner" 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 spouse or "domestic partner" 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. A corporation or 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.
2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:
 - a. You report all such entities to us within 180 days after you have acquired the organization; and
 - b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

- (1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and
 - (2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.
3. Your "employees", other than either your "executive officers" (if you are a corporation or 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 work".
 4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".
 5. Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:
 - a. You have contractually agreed to provide insurance for such organization;
 - b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and
 - c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

- (1) Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and
- (2) Coverage does not apply to "loss" that first commences before you formed the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.
2. Any person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; however, any insurance afforded to such insured:
 - a. Only applies to the extent permitted by law;
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such insured;
 - c. Does not provide coverage for such insured's own negligence or wrongful acts or omissions; and
 - d. Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph 2. does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. 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 insureds, "claims" made, or persons or organizations making "claims".
2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.
3. Subject to the General Aggregate Limit shown in the Declarations
 - a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".
 - b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".
 - c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.c.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".
 - d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".
 - e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".
 - f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".
 - g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.**

4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit

has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs 2. and 3. above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

1. You agree to assume the:
 - a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.**;
 - b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.**; and
 - c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured R

2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.
3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.
4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:
 - a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;
 - b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";
 - c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and
 - d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V – EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, the following applies:

- A.** We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims-made coverage provided by this policy is canceled or not renewed; or
2. We renew or replace the claims-made coverage provided by this policy with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations; or
 - b. Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

- B.** The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

- C.** A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- D.** An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph **C.** above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of insurance available under this policy for future payment of "professional loss"; and
4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

- E.** We do not have to provide an Optional Extended Reporting Period if:
1. There is any failure to pay any outstanding premiums when due;
 2. Any insured fails to repay any self-insured retention amount we have paid;
 3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
 4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.
- F.** The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI – CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation Or Nonrenewal

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
 - a. 10 days prior to cancellation if we cancel for non-payment of premium;
 - b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
 - c. 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph 2. above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
 - a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
 - b. You are required by written contract to provide the additional insured with such notice; and
 - c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:
 - a. How, when, and where the "pollution condition" or "wrongful act" took place;
 - b. The names and addresses of any claimants, injured persons, and witnesses;
 - c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";
 - d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";
 - e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and
 - f. Details explaining how the insured first became aware of the "pollution condition" or "wrongful act".
2. Any reported "wrongful act" that subsequently becomes a "claim" made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.
3. If a "claim" is made against any insured:

- a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and
- b. You and any other involved insured must:
 - (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; 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.
- 4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:
 - a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or
 - b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.
- 5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

H. Inspections And Surveys

- 1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes, or standards.
- 3. Paragraphs **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.
- 4. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

I. Legal Action Against Us

No person or organization has a right under this policy:

- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2. To sue us on this policy 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 obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this policy 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.

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e. Crisis Management And Emergency Response Costs**.

K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. 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. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

2. Excess Insurance

a. This insurance is excess over:

- (1)** Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
- (2)** Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or
- (3)** Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

b. When this insurance is excess, we will have no duty 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.

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

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

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

3. 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.

4. Primary And Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

- a.** Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;
- b.** Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or
- c.** Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b. Transportation Pollution Liability**.

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.
3. 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.

M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made.

P. 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 insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of \$10,000, if:

1. A "claim" has not entered into litigation;
2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and
3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

SECTION VII – DEFINITIONS

- A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

- B.** "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.
- C.** "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".
- D.** "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.
- E.** "Claim" means the insured's or our receipt of:
1. A written demand for "loss"; or
 2. The service of "suit" or institution of arbitration proceedings against the insured.
- However, "claim" does not include any "disciplinary proceeding".
- F.** "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":
1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or
 2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.
- "Cleanup costs" includes "restoration costs".
- G.** "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:
1. When all work to be performed under the contract has been completed;
 2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or
 3. 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. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.
- H.** "Coverage territory" means:
1. The United States of America and its territories or possessions; and
 2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph 1. above.
- I.** "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.
- J.** "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.
- K.** "Crisis management costs" means those reasonable and necessary fees and expenses:
1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and
 2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:
 - (a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or
 - (b) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.
- You must take reasonable steps to minimize "crisis management costs".
- L.** "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or
 2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties; provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.
- M.** "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.
- N.** "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.
- O.** "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:
1. "Bodily injury" or "property damage" to third parties is imminent; or
 2. "Cleanup costs" pursuant to environmental law are incurred.
- P.** "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".
- Q.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- R.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or
 2. 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.
- S.** "Insured contract" means:
1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 2. 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.
- T.** "Intellectual property hazard" means:
1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;
 2. 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, services, or claims;
 3. Piracy or unfair competition;
 4. Oral or written publication, in any manner, of material that violates a person's right to privacy;
 5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;
 6. The use of another's advertising idea in your advertisement;
 7. Violations of the Lanham Act (15 USC §1051-1141N); and
 8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

- U.** "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.
- V.** "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 a vehicle;
 - b. While it is in or on a vehicle; or
 - c. While it is being moved from a vehicle to the place where it is finally delivered.
- W.** "Loss" means "pollution loss" or "professional loss".
- X.** "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.
- Y.** "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.
- Z.** "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- AA.** "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":
1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
 2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and
 3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".
- BB.** "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.
- CC.** "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".
- DD.** "Pollution loss" means:
1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or
 2. "Cleanup costs".
- EE.** "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:
1. Multiplied portions of damages in excess of actual damages, including trebling of damages;
 2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;
 3. Taxes, fines, or penalties imposed by law;
 4. Sanctions;
 5. Matters which are uninsurable under the law pursuant to which this policy will be construed;

6. The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;
7. Any other equitable relief;
8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or
9. Any "rectification expense".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications

GG. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;
2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or
3. "Natural resource damages".

HH. "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;
2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or
3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK. "Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM. "Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO. "Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

PP. "Your product":

1. Means:

(a) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(b) The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ. "Your work":

1. Means:

(a) Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

(b) Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

(b) The providing of or failure to provide warnings or instructions; and

(c) The "completed operations" of "your work".



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd

6/3/2024

Clerk's File #

OPR 2024-0495

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

FLEET SERVICES

Bid #

RFP #6037-24

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5100 - FLEET SERVICES TIERED HD VEHICLE REPAIR - RWC

Agenda Wording

Fleet Services would like to contract with RWC as a tertiary vendor for repairs and maintenance on medium and heavy-duty City owned vehicles not to exceed \$100k per year. Contract term is 5 years.

Summary (Background)

Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 100,000

Narrative

RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.

Amount

Budget Account

Expense \$ 100,000

5100-71700-48348-54803-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

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fleetservicesaccounting@spokanecity.org	

Council Briefing Paper Finance & Administration Committee

Committee Date	May 03, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Tiered HD Vehicle Repair Contracts - RWC
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services, in conjunction with SFD and Purchasing, conducted an RFP to select vendors for tiered contracts to perform general repair and maintenance of City owned heavy duty vehicles. Each department rated responsive vendors based on cost, capability, and fit to the specific requirements of each department. Fleet Services selected RWC as one of two tertiary vendors. Fleet Services would like to contract with RWC for an amount not to exceed \$100,000 per year including applicable sales tax. Contract term is 5 years.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</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>Narrative: <u>RFP conducted, and vendors selected by a selection committee based on overall cost and vendor capability.</u></p> <p>Funding Source <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>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Ongoing cost and quality data will be collected by fleet to ensure vendor's adherence to standards.
- 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.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No standing subcommittee for this topic.



City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **RWC INTERNATIONAL, LTD., RWC GROUP**, whose address is 824 North Thierman Road, Spokane Valley, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance Of Medium and Heavy Duty Trucks and Equipment, in accordance with RFP 6037-24, and Company's Response, 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 May 1, 2024, and shall run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, and applicable tax, per year, 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, Fleet Services Department, 914 East 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 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.

RWC INTERNATIONAL, LTD., RWC GROUP

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 RFP

24-060

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



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

RWC INTERNATIONAL, LTD.
RWC GROUP
824 N THIERMAN RD
SPOKANE VALLEY WA 99212-1124

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
MOTOR VEHICLE DEALER SUBAGENCY #00661 - ACTIVE

Issue Date: Dec 15, 2023

Unified Business ID #: 603436098

Business ID #: 001

Location: 0004

Expires: Jan 31, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

RWC GROUP

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603436098 001 0004

RWC INTERNATIONAL, LTD.
RWC GROUP
824 N THIERMAN RD
SPOKANE VALLEY WA 99212-1124

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER SUBAGENCY #00661 - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Jan 31, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2024

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).

PRODUCER RSC Insurance Brokerage, Inc. P.O. Box 419013 Kansas City MO 64105	CONTACT NAME: Jen Pellegrino PHONE (A/C. No. Ext): 816-842-4800 FAX (A/C. No): 816-472-5018 E-MAIL ADDRESS: jpellegrino@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : OLD REPUBLIC INSURANCE COMPANY * INSURER B : Navigators Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 24147 42307
INSURED RWC International LTD; RWC Idealease LLC; Idealease of Arizona Inc; 600 N 75th Ave Phoenix AZ 85043	RWCIN-1	

COVERAGES

CERTIFICATE NUMBER: 224086880

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:			MWZY 307818 23	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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 <input checked="" type="checkbox"/> Garage Liab			MWD 307817 23	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Deductible \$ \$250/\$500
B	<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 \$ 0			HO23EXCZ05HJVIV	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 307816 23	7/1/2023	7/1/2024	<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
A	Garagekeepers			MWD 307817 23	7/1/2023	7/1/2024	Limit Schedule on File

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

City of Spokane, its officers and employees are included as additional insured when required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 915 North Nelson Spokane WA 99202	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:** 06/03/2024**Committee Agenda type:** Consent**Date Rec'd**

6/3/2024

Clerk's File #

OPR 2023-0240

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6283

Requisition #

PAID THRU

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Amendment of Outside Counsel Contract with KEATING, BUCKLIN & McCORMACK, INC., P.S. regarding the Estate of Bradley v. City of Spokane lawsuit. This amendment will increase the contract by \$100,000 for a total contract amount of \$250,000.00.

Summary (Background)

This is a lawsuit against the City for the alleged wrongful death of Robert Bradley on September 4, 2022.

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**

Expense \$ 100,000

From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	sestes@kbmlawyers.com
James.Scott@davies-group.com	lsmithson@spokanecity.org
ahaile@spokanecity.org	sdhansen@spokanecity.org
ddaniels@spokanecity.org	dtyurin@spokanecity.org

Committee Agenda Sheet

Finance

Submitting Department	Legal
Contact Name & Phone	Lynden P. Smithson, 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Cathcart, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of Robert Bradley, et al. v. City of Spokane, et al.</u> This is a lawsuit against the City for the alleged wrongful death of Robert Bradley on September 4, 2022.</p> <p>This amendment will increase the contract by \$100,000 for a total contract amount of \$250,000.00.</p>
Proposed Council Action & Date:	June 17, 2024
Fiscal Impact:	<p>Total Cost:</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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities? N/A</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? 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? N/A</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? N/A</p>



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104-1576, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF ROBERT BRADLEY, ET. AL. V. CITY OF SPOKANE, and

WHEREAS, additional funds are required, 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 February 15, 2023, 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 on April 1, 2024.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

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.

**KEATING, BUCKIN & MCCORMACK,
INC., P.S.**

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:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd 6/3/2024

Clerk's File # OPR 2024-0496

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept	CONTRACTS & PURCHASING	Bid #	RFP #6086-24
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Contact Name/Phone	JASON 232-8841	Requisition #	
---------------------------	----------------	----------------------	--

Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	5100 - ON-GOING PUBLIC AUCTION SERVICES (CITY WIDE)		
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Agenda Wording

Purchasing department would like to enter into a contract with J.Stout LLC for on-going public auction services. The previous vendor has closed and is no longer in business.

Summary (Background)

Request for Proposals was issued for On-Going Public Auction Services for all City Departments including joint participation with the Spokane Transit Authority, Spokane International Airport and Spokane Public Schools. An evaluation committee consisting of representatives from Fleet Services, Police Department, Purchasing, Spokane Transit Authority and Spokane Public Schools evaluated the four (4) proposals received and is unanimously recommending J Stout Auctions (Spokane, WA) for a contract.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 300,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is a Revenue Contract at approximately \$300k per year.

Amount

Budget Account

Revenue	\$ 300,000	#	Varies by department
Select	\$	#	
Select	\$	#	
Select	\$	#	
	\$	#	
	\$	#	



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Pam Greensky pam@jstoutauction.com	tprince@spokanecity.org
laga@spokanecity.org	thayden@spokanecity.org
bpaschal@spokanecity.org	brandon@jstoutauction.com
atrussell@spokanecity.org	tsantana@spokanetransit.com
kberry@spokanecity.org	LisaPal@spokaneschools.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	June 3, 2024
Submitting Department	Purchasing
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org 232-8841
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	City Wide On-Going Auction Services
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	A Request for Proposals was issued for On-Going Public Auction Services for all City Departments including joint participation with the Spokane Transit Authority, Spokane International Airport and Spokane Public Schools. An evaluation committee consisting of representatives from Fleet Services, Police Department, Purchasing, Spokane Transit Authority and Spokane Public Schools evaluated the four (4) proposals received and is unanimously recommending J Stout Auctions (Spokane, WA) for a contract.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is a Revenue Contract at approximately \$300k per year.</u></p> <p>Funding Source <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? Click or tap here to enter text.</p> <p>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? • N/A • Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? 	

- Auction services are utilized as one of the tools for handling surplus goods. Third party auction providers assist with a lower overall administrative cost for managing surplus.

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
PERSONAL SERVICE AGREEMENT
Title: **ON-GOING PUBLIC AUCTION SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **J. STOUT ENTERPRISES LLC – J. STOUT AUCTIONS**, whose address is 8018 West Sunset Highway, Spokane, Washington 99224 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide On-Going Auction Services, in accordance with RFP 6086-24, and the Contract Users Information Sheet, 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 July 1, 2024, and shall run through June 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Company will pay City in accordance with the Fee Structure in Exhibit B.

The Company shall remit net proceeds and provide a written report to the submitting agency within ten (10) days after the sale. For the City of Spokane, all net proceeds should be submitted to the City of Spokane Purchasing Department, 915 N Nelson St., Spokane WA 99202 within ten (10) days after the sale. The report shall include the following information:

- Sale price of each item listed by lot/item number and the City department consigning the item.
- Transportation or optional service fees deducted from the proceeds of the item.

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 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.

**J. STOUT ENTERPRISES LLC
J. STOUT AUCTIONS**

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 – Contract Users Information Sheet

24-098

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



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

J. STOUT ENTERPRISES, LLC
J. STOUT AUCTIONS
8018 W SUNSET HWY
SPOKANE WA 99224-9048

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
MISCELLANEOUS VEHICLE DEALER #11847 - ACTIVE

Issue Date: Nov 03, 2023
Unified Business ID #: 603242730
Business ID #: 001
Location: 0002
Expires: Oct 31, 2024

INDUSTRIAL INSURANCE - ACTIVE
MOTOR VEHICLE DEALER #11411 - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:
J. STOUT AUCTIONS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603242730 001 0002

J. STOUT ENTERPRISES, LLC
J. STOUT AUCTIONS
8018 W SUNSET HWY
SPOKANE WA 99224-9048

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER #11411 - ACTIVE
MISCELLANEOUS VEHICLE DEALER #11847 - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

FOLD HERE

STATE OF WASHINGTON

Expires: Oct 31, 2024

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2024

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).

PRODUCER Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT NAME: PHONE (A/C, No, Ext): (619) 238-1828	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED J Stout Enterprises LLC 520 S 28th St Washougal, WA 98671	INSURER A : Scottsdale Insurance Company	41297
	INSURER B : Artisan & Truckers Casualty Company	10194
	INSURER C : StarStone Specialty Insurance Company	44776
	INSURER D : Atlantic Casualty Insurance Company	42846
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPS7798025	5/17/2024	5/17/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							WA STOP GAP	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			07552641	4/27/2024	4/27/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			82811X241ALI	5/17/2024	5/17/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Garage & Dealers Lia			12500003601	5/17/2024	5/17/2025	All Owned Autos	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City RFP#6086-24/ STA RFP #2024-10903

CERTIFICATE HOLDER

CANCELLATION

City of Spokane- Purchasing
the City, its officers and employees
915 N Nelson Street
Spokane, WA 99202

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

C. 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 is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/03/2024**Committee Agenda type:** Consent**Date Rec'd**

6/3/2024

Clerk's File #

OPR 2020-0935

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

ACCOUNTING & GRANTS

Bid #**Contact Name/Phone**

MICHELLE 625-6320

Requisition #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - BENEVATE AMENDMENT

Agenda Wording

Contract amendment with Benevate, INC. d/b/a Neighborly Software for software and support. From 12/18/2020 through 11/30/2024. Cost is \$14,000.00 and applicable sales tax.

Summary (Background)

The City has OPR 2020-0935 for the services of Neighborly Software. This amendment is to purchase 4 additional modules with a one-time program implementation fee at a cost of \$3,500 each. This includes the system configuration, program and application design, and user training.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 14,000.00

Current Year Cost \$ 14,000.00

Subsequent Year(s) Cost \$ 0

Narrative

The ARPA team has the need to purchase 4 additional modules in Neighborly in order to carry out the necessary notice of funding opportunities for the remaining ARPA projects.

Amount**Budget Account**

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

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	June 3, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	<u>CM Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Benevate Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City has OPR 2020-0935 for the services of Neighborly Software. This amendment is to purchase 4 additional modules with a one-time program implementation fee at a cost of \$3,500 each. This includes the system configuration, program and application design, and user training.</p> <p>This contract amendment brings to the total compensation for this contract over the minor contract limits thus bringing it through the legislative process.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$14,000</u></p> <p style="padding-left: 20px;">Current year cost: \$14,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$0</p> <p>Narrative: <u>The ARPA team has the need to purchase 4 additional modules in Neighborly in order to carry out the necessary notice of funding opportunities for the remaining ARPA projects.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? No</p> <p>Expense Occurrence <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>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not impact 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 per this arrangement however the additional individual projects may or may not have a data collection involved.	
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 per this arrangement however the additional individual projects may or may not have a data collection involved.	

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 needs to carry out the projects outline in ARPA allocation



CITY OF SPOKANE
CONTRACT AMENDMENT
**Title: HOSTED SOFTWARE SUPPORT
AND MAINTENANCE AGREEMENT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BENEVATE, INC. d/b/a NEIGHBORLY SOFTWARE**, whose address is 3423 Piedmont Road NE, Suite 420, Atlanta, Georgia 30305 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 the City with hosted software for the enrollment, qualification, administration and reporting services related to loan activities more fully described in the original December 18, 2020 contract; and

WHEREAS, an expansion of the Work to include four additional service modules for system configuration, program design and user training has been requested, for a one-time implementation fee is being requested thus, the original Contract needs to be formally Amended by this written document; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance No. C36246, passed on August 1, 2022, (Section I) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions.

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 18, 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 December 1, 2023 and shall run through November 30, 2024.

3. ADDITIONAL WORK.

The original Contract is amended to add a one-time fee for program implementation of four (4) additional modules. Includes system configuration, program design, and user training.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Contract 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.

**BENEVATE, INC. d/b/a
NEIGHBORLY SOFTWARE**

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 – Company’s Quote dated April 29, 2024
- Attachment B – ARP/CSLFRF CFDA 21.027 FUNDING
- Attachment C – General Terms and Conditions

ATTACHMENT A

ATTACHMENT B

ATTACHMENT C

ATTACHMENT – ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

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

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

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

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

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

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

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

Energy Related Building Standards (RCW 19.27A),

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

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

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

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act– Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

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

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

- Identify as a Subaward (2 CFR 200.332(a));

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

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

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2024

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).

PRODUCER Millennial Specialty Insurance LLC dba Founder Shield 4211 West Boy Scout Blvd, Suite 800 Tampa, Florida, 33607	CONTACT NAME:	
	PHONE (A/C No. Ext): 646-854-1058	FAX (A/C No):
	E-MAIL ADDRESS: coi@foundershield.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Ins Co (Hartford)	30104
	INSURER B : Hiscox Insurance Company Inc.	10200
	INSURER C : At-Bay Specialty Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED Benevate 3423 Piedmont Rd NE, Suite 420 atlanta, Georgia, 30305		

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10SBAAJMSR	01/18/2024	01/18/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	10SBAAJMSR	01/18/2024	01/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				Each occurrence Aggregate
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDEN E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	B Crime	<input type="checkbox"/>	<input type="checkbox"/>	UC24874470.23	07/15/2023	07/15/2024	\$ 1,000,000 per occ \$1,000,000 in agg
	C Cyber Liability, Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	AB-6735816-01	01/18/2024	01/18/2025	\$ 5,000,000 per occ \$5,000,000 in agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is included as an Additional Insured on the above referenced policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE West 808 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

ADDITIONAL REMARKS SCHEDULE

Intermediary	Insured
Policy Number	
Insurer	Effective Date

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form,

Form Number:						Form Title Benevate - City of Spokane	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				



< Business Lookup

License Information:

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

Entity name: BENEVATE, INC.

Business name: NEIGHBORLY SOFTWARE

Entity type: [Profit Corporation](#)

UBI #: 604-438-050

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3423 PIEDMONT RD NE
STE 216
ATLANTA GA 30305-1751

Mailing address: 3423 PIEDMONT RD NE
STE 216
ATLANTA GA 30305-1751

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
Spokane General Business - Non-Resident				Active	Apr-30-2025	Dec-16-2020

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

Governing people	Title
BEHM, CHRIS	
RUSNAK, JASON	

Registered Trade Names

Registered trade names	Status	First issued
NEIGHBORLY SOFTWARE	Active	Apr-11-2019

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General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. NONDISCRIMINATION

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

10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

HCD - Add New Programs - Spokane, Washington (312)

Spokane, WA-CORE

808 West Spokane Falls Boulevard
Spokane, WA 99201
United States

Reference: 20240429-153558703

Quote created: April 29, 2024

Quote expires: July 28, 2024

Quote created by: Shanika Forbes

shanika.forbes@neighborlysoftware.com

Caleb Stanton

cstanton@spokanecity.org

Michelle Murray

mmurray@spokanecity.org

509.625.6320

Comments from Shanika Forbes

For the implementation of 4 new programs

Products & Services

Item & Description	Quantity	Unit Price	Total
HCD - Program Implementation (Includes User Training) One-time fee for program implementation. Includes system configuration, program design, and user training.	4	\$3,500.00	\$14,000.00
	One-time subtotal		\$14,000.00
	Total		\$14,000.00

Purchase terms

Questions? Contact me



Shanika Forbes

shanika.forbes@neighborlysoftware.com

Benevate Inc (dba Neighborly Software)

3423 Piedmont Rd

Suite 420

Atlanta, GA 30305

US



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

will also be served as development occurs. Since the sewer system is being designed to serve an area larger than the Developer's properties, a Development Agreement is needed credit the Developer for oversize costs resulting from construction of the larger system.

Summary (Background)

The sewer system is being designed to serve an area larger than the developer's properties and is being funded by the developer. Thus, a Development Agreement is needed to credit the developer for oversize costs resulting from construction of the larger system.

Approvals		Additional Approvals	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	JONES, GARRETT		

Distribution List

	Eschoedel@spokanecity.org
Mfeist@spokanecity.org	Rgennett@spokanecity.org
Smacdonald@spokanecity.org	Tpalmquist@spokanecity.org
Lsearl@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	6/10/2024
Submitting Department	Development Services Center
Contact Name	Eldon Brown
Contact Email & Phone	ebrown@spokanecity.org 509.625.6305
Council Sponsor(s)	<u>CM Zappone, CM Bingle CM Klitzke</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	4700 - Lower Terrace Sewer System
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>In 2007 a Lower Terrace Wastewater Study was prepared on behalf of the City of Spokane concluding the need for a regional sewer system (pump station/force main/gravity sewer) to serve the Lower Terrace Area and adjoining County properties in Northwest Spokane. The estimated cost was approximately 18.7 million and it was never constructed. Since that time, a developer has acquired properties in the Lower Terrace area and needs the regional sewer system to develop their properties. The sewer system is being designed to serve an area larger than the developer's properties and is being funded by the developer. Thus, a Development Agreement is needed to credit the developer for oversize costs resulting from construction of the larger system.</p>
<p>Summary (Background)</p> <p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <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: Developer Cost – Estimated \$14 million</p> <p>Subsequent year(s) cost: General Facility Charges will fund expansion of regional pump station facility, as development occurs.</p> <p>Narrative: <u>City would credit an amount not to exceed developer's cost (estimated \$14 million) of the total lift station price through GFC's. Development Agreement will address how long GFC's can be used as a credit in the term of the Agreement.</u></p> <p>Funding Source <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? General Facility Charges are anticipated to be the funding source which are updated periodically and annually for inflation.</p> <p>Expense Occurrence <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>	

Operations Impacts (If N/A, please give a brief description as to why) N/A
What impacts would the proposal have on historically excluded communities? N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
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 pump station, which is being funded and constructed by a developer, is the first step in providing regional sewer service to the Lower Terrace area and adjoining County properties in Northwest Spokane.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 06/10/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/11/2024

Clerk's File #

OPR 2024-0498

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

HISTORIC PRESERVATION

Bid #**Contact Name/Phone**

MEGAN X6543

Requisition #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE JBINGLE ZZAPPONE

Agenda Item Name

0470 - COOK-ABELE HOUSE NOMINATION TO THE SRHP

Agenda Wording

Recommendation to list the Cook-Abele House located at 1032 N A Street, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Cook-Abele House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

DUVALL, MEGAN

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Elizabeth Williams (signer) -

mduvall@spokanecity.org

lcamporeale@spokanecity.org

smacdonald@spokanecity.org

rbenzie@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	June 10, 2024
Submitting Department	Historic Preservation
Contact Name	Megan Duvall
Contact Email & Phone	mduvall@spokanecity.org – 509-625-6543
Council Sponsor(s)	<u>Kitty Klitzke, Jonathan Bingle, and Zack Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Cook-Abele House Nomination to the Spokane Register of Historic Places
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Cook-Abele House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.</u></p> <p>Funding Source <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? N/A</p> <p>Expense Occurrence <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>Properties listed on the Spokane Register are subject to design review in the future which does generate revenue through small fees. Not particularly applicable to the Cenotaph, but tax incentives are available to listed properties and also can generate future revenue.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This contract would have no meaningful impact on historically excluded communities.</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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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?

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose:

The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

Comprehensive Plan Goals

DP 1.1: Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

DP 3.3: Identification and Protection of Resources

Identify historic resources to guide decision making in planning.

DP 3.11: Rehabilitation of Historic Properties

Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.

N 2.4: Neighborhood Improvement

Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Cook-Abele House – 1032 North A Street

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1905; the Cook-Abele House meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
 - The Cook-Abele House is significant under three categories as established in Spokane Municipal Code. The house is significant under **Category C** due to its association with architect Julian Abele. It is significant under **Category B** due to its association with Elizabeth Cook and her husband John Cook III. The house is also significant under **Category A** due to its association with home front housing initiatives during the WWII period.
 - The Cook-Abele House is exceptionally significant under **Category C** in the area of architecture as the work of master architect Julian Francis Abele. Abele has over 200 attributions nationwide including the Widener Memorial Library at Harvard University (1912–15) and Philadelphia's Central Library (1917–27). He was also the primary designer of the west campus of Duke University (1924–54). At least twenty-five of Abele's attributions have been listed on the National Register of Historic Places, ranking him among the most represented architects on the National Register. The Cook-Abele House, designed for his sister, was among his earliest designs and it is likely the only example of his work in Washington State (or anywhere west of the Mississippi River). Additionally, the Cook-Abele House is among Abele's few attributions that was not commercial or institutional in nature.
 - The house is also significant under **Category B** due to its association with Elizabeth Cook, Julian's sister, and with Abele's brother-in-law, John F. Cook III. Elizabeth Cook was an accomplished artist who exhibited her hand-crafted windows and innovative ropework at the 1893 Chicago World's Fair. John F. Cook III also rises to the level of significance for a Category B nomination. Cook was from a prominent and wealthy Black family with roots in the nation's capital. Cook moved out west to northern Idaho in the 1890s where he was elected mayor of the town of Bonner's Ferry (previously known as Bonnersport) as the town's only Black resident. A graduate of Howard University, he was the town's pharmacist and postmaster.
 - Additionally, and unrelated to Abele, the Cook-Abele House is eligible under **Category A** in the areas of military and social/humanitarian due to its association with home front initiatives during the World War II period. Spokane's population ballooned during the early 1940s as war workers flooded to Spokane to work in wartime factories and related industries. Demand for housing skyrocketed for the first time since the first decade of the 20th century. The federal government developed and initiated the innovative out-migration housing program which encouraged folks to move out of their houses in the city's core and to then convert their vacated house into multi-family units for war workers. The work was paid for by the government and special zoning exceptions were allowed for these units to be placed in single family zones. As part of that program, the Cook-Abele House was converted to multi-family in 1943.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."*
 - The Cook-Abele House has experienced changes to the exterior, many of which occurred during the mid-

century period when it was converted to multi-family as part of a war housing program. Some of those mid-century changes have developed significance of their own. Furthermore, a more flexible interpretation of integrity is appropriate in this case since the house is exceptionally significant due to its association with architect Julian Abele and first resident Elizabeth Cook and her husband John Cook III. The house retains sufficient integrity of location, design, materials, and workmanship to convey its historic character from the period of significance.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Cook-Abele House according to the appropriate criteria at a public hearing on 5/15/24 and recommends that the Cook-Abele House be listed on the Spokane Register of Historic Places under Categories A, B, & C.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

NETTLETONS 2ND L1-2 B20

Parcel Number(s) 25132.2701, is governed by a Management Agreement between the City of Spokane and the Owner(s), Williams, Michael E & Elizabeth, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR 2020-0498.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15h** day of **May 2024**, by and between the City of Spokane (hereinafter “City”), acting through its Historic Landmarks Commission (“Commission”), and **Elizabeth & Michael Williams** (hereinafter “Owner(s)”), the owner of the property located at **1032 North A Street** commonly known as the **Cook-Abele House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter “Commission”) is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner’s property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Elizabeth C. Williams

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

CITY OF SPOKANE

Megan M.K. Duvall

Megan M.K. Duvall

City Administrator

ATTEST:

City Clerk


Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 15th day of May, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Elizabeth Williams, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she (he/she/they) signed the same as her (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of May, 2024.



Notary Public in and for the State
of WA, residing at Spokane
My commission expires 10/27/27

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

Notary Public in and for the State
of Washington, residing at Spokane
My commission expires _____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Cook-Abele House

And/Or Common Name: Enter common name of property

2. Location

Street & Number: 1032 N. A Street

City, State, Zip Code: Spokane, WA 99201

Parcel Number: 25132.2701

3. Classification

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public <input type="checkbox"/> both	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure			<input type="checkbox"/> educational <input checked="" type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment <input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
		<input checked="" type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other

4. Owner of Property

Name: Michael and Elizabeth Williams

Street & Number: 1032 N. A Street

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: 509-743-6290 elizabethcedillowilliams@gmail.com

5. Location of Legal Description

Courthouse, Registry of Deeds Spokane County Courthouse

Street Number: 1116 West Broadway

City, State, Zip Code: Spokane, WA 99260

County: Spokane

6. Representation in Existing Surveys

Title: Non-contributing resource in Nettleton's Addition National Register Historic District

Date: 3/22/2006 Federal State County Local

Depository for Survey Records: WISAARD

7. Description

Architectural Classification

Condition

excellent

good

fair

deteriorated

ruins

unexposed

Check One

unaltered

altered

Check One

original site

moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Criteria and Statement of Significance

Applicable Spokane Register of Historic Places criteria: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory history.
- E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: >1 acre

Verbal Boundary Description: *The property's legal description is Lots 1 and 2 of Block 20 in Nettleton's Second Addition. The property is bounded by W. Gardner Ave on the north, N. A St. on the west, Gardner-Dean Alley on the south, and the neighboring house at 2819 W. Gardner Ave. on the east.*

Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Logan Camporeale (Historic Preservation Specialist, Spokane City|County HP Office)

Street, City, State, Zip Code: 808 W. Spokane Falls Blvd, Spokane, WA, 99201

Telephone Number: 509-625-6634 E-mail Address: lcamporeale@spokanecity.org

Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

Wynabelth C. Williams

14. For Official Use Only:

Date nomination application filed: 2/1/2024

Date of Landmarks Commission Hearing: 5/15/2024

Landmarks Commission decision: _____

Date of City Council hearing: _____

City Council decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council as set forth above.



5/15/24

Megan Duvall

Date

City/County Historic Preservation Officer

City/County Historic Preservation Office

Third Floor – City Hall

808 W. Spokane Falls Blvd.

Spokane, WA 99201

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SECTION 7: DESCRIPTION OF PROPERTY

SUMMARY STATEMENT

The Cook-Abele house is a French Eclectic 2.5 story house at the corner of West Gardner Avenue and North "A" Street in Spokane's West Central Neighborhood. The house was constructed for Elizabeth Cook and her family in 1905 as the family's primary residence. Although the house's integrity has been impacted through exterior modifications like replacement windows and siding, it still conveys sufficient historic character to relate the house to its time of original construction and certainly to relate the house to its midcentury significance as a property associated with the out-migration housing program. The primary character defining features that remain include the deep cornice returns, gabled through-the-cornice dormers, a steeply pitched roof with varied roof line, eaves that flare upward at the roof-wall junction, and projecting bays.



Cook-Abele House, corner of West Gardner Avenue and North "A" Street
12/15/2023 by Logan Camporeale, SHPO

The builder is unknown but the architect of the house, Julian Francis Abele, is among the most significant Black architects in the history of the United States and the most significant and accomplished Beaux Arts architect regardless of skin color. The significance of the house under categories A, B, and C allow for a less rigid treatment of the architectural significance and integrity.

DESCRIPTION OF PROPERTY

The Cook-Abele House was constructed in 1905. It is located at 1032 North "A" Street within Spokane's Nettleton's Addition National Register Historic District. The district is part of the larger West Central Neighborhood located northwest of Spokane's downtown. The house is approximately 1.5 miles from downtown as the crow flies and it is generally a walkable neighborhood. From before the turn of the 20th century until the late 1920s or early 1930s the neighborhood was served by an electric railroad. The railroad provided access to downtown and beyond and it passed directly in front of the house on North "A" Street.



Cook-Abele House context, corner of West Gardner Avenue and North "A" Street
12/15/2023 by Logan Camporeale, SHPO

The tall 2.5 story Cook-Abele house is designed in the French Eclectic style characterized by its deep cornice returns, gabled through-the-cornice dormers, a steeply pitched roof with varied roof line, eaves that flare upward at the roof-wall junction, and projecting bays. Additional detailing worthy of note includes the trellised rear porch privacy screen, the eyebrow dormer on the east elevation, and the wrought iron supports for the front porch overhang.

The house is approximately fifty feet wide north to south and approximately thirty-two feet long east to west. The primary façade is west facing with the front door on the north end. The façade is punctuated by a gabled through-the-cornice dormer situated above a projecting bay window. The rear or east elevation is arranged in much the same configuration with the secondary entrance on the north end and a projecting bay on the south end. The east elevation is absent the gable dormer but an eyebrow shaped roof dormer was added (along with a hipped roof dormer that was added in the midcentury). A pair of chimneys rise from the roof, one on the southwest corner and one on the northeast corner. A third entryway on the north elevation was added in the mid-century to provide private access to the upstairs apartment units.

The French Eclectic style is not typical in Spokane with only a handful of extant examples, most of which were constructed more than a decade later than the Cook-Abele House. Other Spokane examples include the symmetrical two-story house at 808 W Rockwood Boulevard which was constructed in 1937 and the modest one-story Brooke House (SRHP 2021) which was constructed in 1921.

According to Virginia McAlester in *A Field Guide to American Houses*, the French Eclectic style did not become popular until 1915 and really not until the end of World War I. The Cook-Abele House is constructed in 1905, a full decade before McAlester says the style came into prominence. However, McAlester says that earlier examples, while rare, tend to be inspired by the earlier Beaux Arts tradition. While the Cook-Abele House does not have the telltale signs of the more pretentious Beaux Arts style, it was designed by an architect who was deeply inspired by the Beaux Arts tradition. Julian Abele had been trained in the Beaux Arts and we can expect that he would have been ahead of the curve of its popularity. Abele's passion for the Beaux Arts is expressed in a reserved but refined fashion on the French Eclectic Cook-Abele House. The house was likely his first house design and he was just beginning to experiment with applying the fine French arts to a residential house.¹

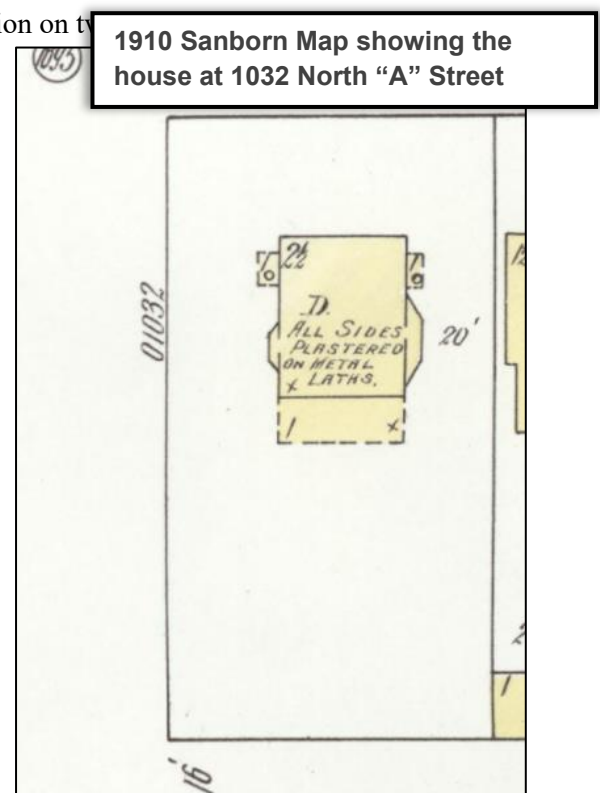
McAlester points to many character defining elements of French Eclectic houses that were incorporated in the design of the Cook-Abele House including: a tall steeply pitched roof, shallow eaves, upward flared eaves, stucco wall cladding, through-the-cornice gables, and arched elements.

The house is situated at the southeast corner of the intersection on the lot 1032 North "A" Street. The lot size at more than a quarter of an acre is large for a house in the core of the city. The primary façade faces to the west and fronts along North "A" Street. The façade is asymmetrical which is the most common form among the French Eclectic style.

There are no outbuildings on the site but there is one carport near the east property line. The south half of the property, or backyard, is fenced with a six-foot wood fence that stretches south to the alley. The north half of the property, or front yard, is fenced with a 42" cyclone fence.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Cook-Abele House is not without modifications. In fact, many preservationists may consider its integrity to be sufficiently degraded to make it ineligible for listing on the historic register. Despite that, the author of this nomination argues that the house retains the necessary integrity to convey its historic appearance and in turn offers the opportunity to tell the important Cook-Abele story.



¹ Virginia & Lee McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, 1984), pages 387-395.

The Cook-Abele House is not shown on the 1902 Sanborn Maps since it was not constructed until 1905. The earliest available snapshot of the floor plan is from the 1910 Sanborn Map. That map shows the house is 2.5 stories with a rectangular footprint, protruding bay windows on the east elevation and west façade with the east bay larger in size, a full-length one-story porch on the south elevation, and two entryways (the primary on the west façade and the secondary on the east elevation). The 1910 Sanborn Map also notes that the house was “plastered on metal lathes” on all four sides.

The Cook-Abele House mostly retains its historic exterior form as is shown in the 1910 Sanborn Map except for four primary exceptions: addition of a hipped roof dormer on the east elevation, modification of the eyebrow-shaped front porch roof on the primary façade, enclosure of the east half of the rear porch, and addition of a third entryway on the north elevation. The addition of the hipped roof dormer, the porch enclosure, and new entryway were almost certainly part of the mid-century modification to the building which changed the building from a single-family house to a triplex. The eyebrow-shaped porch roof was modified much later in 2007-08.²

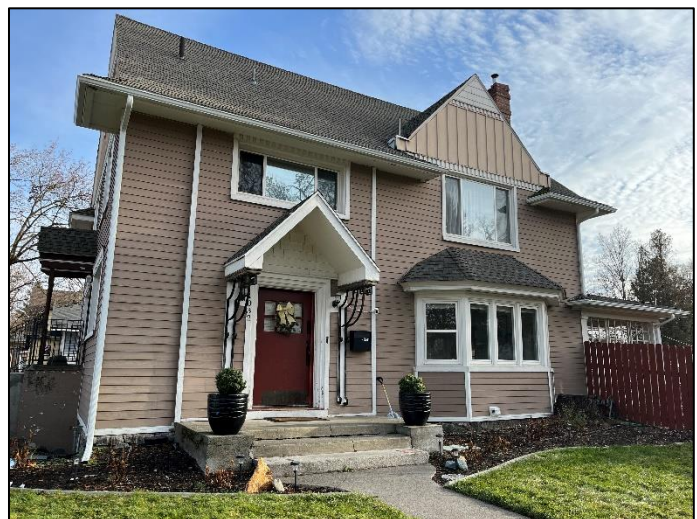
While the changes to form have been limited, a number of additional exterior changes to details and historic materials further diminish the integrity of the house. Those material changes are primarily siding and windows.

The historic stucco over metal lathe siding was covered with replacement horizontal siding in approximately 2010. The historic siding remains under the replacement siding and it appears to be in decent condition in the places where it is exposed. The owners in 2024 are considering removal of the inappropriate replacement siding to reveal the historic stucco.³

The other major material change was the removal and replacement of most historic windows in the house. The house originally featured wood multi-light windows in various configurations. The most notable windows were on the primary façade’s five-part projecting bay window. Those five



**Cook-Abele House comparison over the decades:
mid-century (top), 1990s (middle) and 2024 bottom).**
Property Record Card and SHPO Photo



² Sanborn Map Company, *Insurance Maps of Spokane Washington, Volume 1* [map], 1902, 50 feet to 1 inch, sheet 9.

³ The year of the siding change was determined using Google Streetview historic images. The change happened between the August 2009 and August 2010 images.



Historic stucco siding revealed beneath replacement horizontal siding
SHPO Photo

windows appear to have been configured as twelve-lite casement windows. At some point in the mid-century many of the windows were replaced with metal replacement units, but three of those five windows persisted. More recently the house was fitted almost entirely with vinyl windows. The window openings mostly appear to remain at their historic size.

There are five instances of historic windows or historic doors that are retained from the original exterior design, four of which are fenestrated doors and only one of which is a historic window. First, the front door on the primary façade includes a six-lite window in the top third of the door. Second through fourth, there are three doors

on the south elevation that are 70 percent windows in an eighteen-lite arrangement. However, one of those doors is currently not visible from the exterior due to the enclosed east half of the rear porch. The owners in 2024 are considering removal of the enclosed porch to expose this door again. Fifth and finally, the only true historic window that remains is a distinct eyebrow shaped roof dormer on the east elevation.

The interior of the nearly 3,000 square foot house is in the midst of a substantial rehabilitation project that began in 2023 and continues at the time this nomination was prepared in 2024. Most of the current work is focused on undoing modifications to the interior that were completed in the 1940s to accommodate a multi-family use. Despite the mid-century modifications, the first floor still retains good integrity in a number of interior spaces including the front entryway, dining room, and living room. The second and third stories retain sparse historic details like door trim but the floorplans have been modified substantially.

The house is full of hints, clues, and ghost lines that help to piece together the original floor plan of the kitchen and the upper floors.



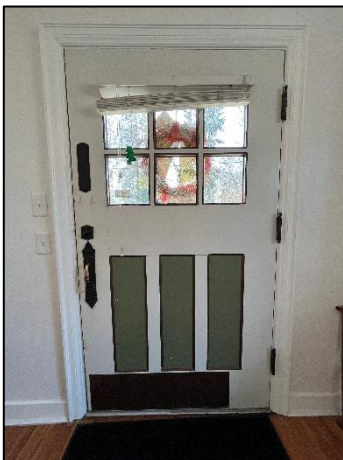
Eyebrow roof dormer on the east elevation from the interior and exterior
SHPO Photo

CURRENT APPEARANCE & CONDITION

Basement: The house features a full basement, half of which is finished living space. The basement can be accessed from the interior near the kitchen on the first floor and from an exterior staircase that leads down to the basement on the east elevation. The west half of the basement is finished. It includes a small living room, bedroom, and bathroom. The east half of the basement is unfinished. It includes the laundry room, storage space, and mechanical room.

First Floor: The first floor includes the entry and living room on the west side, with the dining room, kitchen, enclosed porch, and a bathroom on the east side. The first floor retains most of its historic floor plan. The only changes to the first-floor plan are on the north side of the first floor where the staircase to the second floor was modified and the kitchen was reduced in size to accommodate a bathroom.

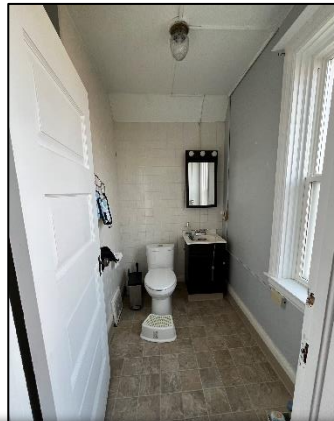
The first floor also retains more historic details than the upper floors. The fireplace with a dentiled mantel anchors the living room while the projecting bay opens the space to the exterior. Two heavily fenestrated doors bookend the fireplace and provide access to a porch on the south elevation. A third matching fenestrated door provides access to the enclosed porch from the dining room. Two historic closets are located on the south wall of the kitchen. The walls in the living and dining room are clad with a paneled wainscoting. A pair of paneled double doors with historic hardware separate the living room from the dining room. The first floor retains its historic wood floors that were refinished and repaired in 2023.



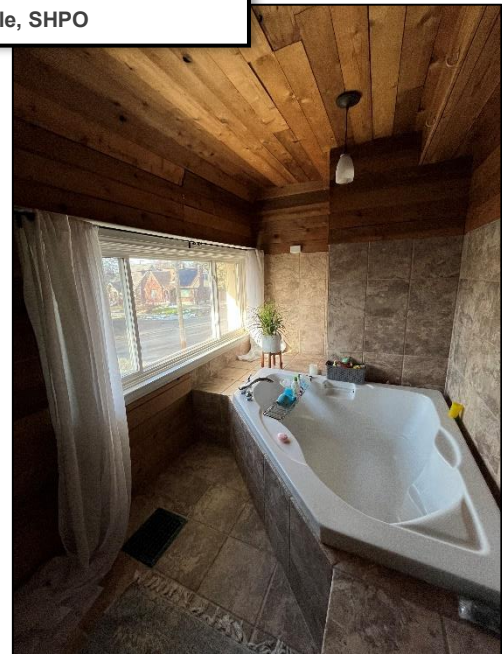
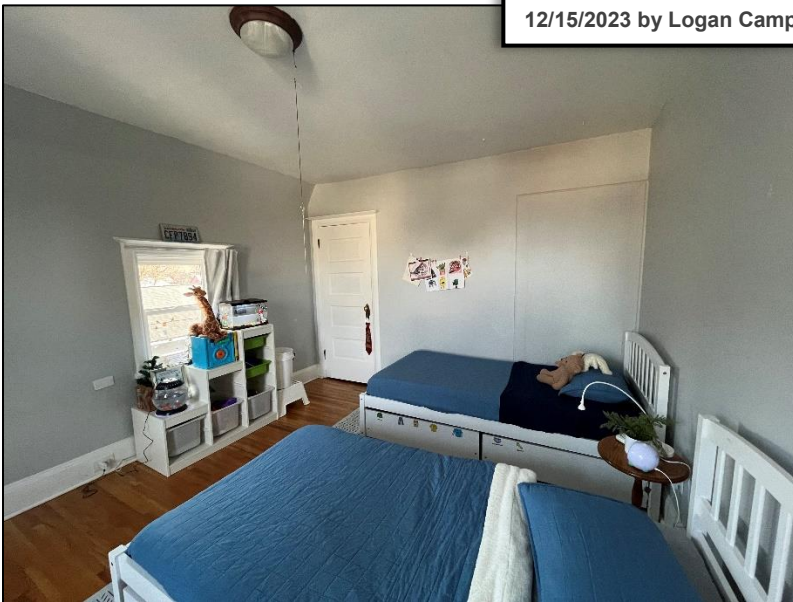
Cook-Abele House first floor interior
12/15/2023 by Logan Camporeale, SHPO



Second Floor: The second floor includes a bedroom and a bathroom on the north side, a larger bedroom with a connected nursery on the south end, and a spa room located centrally on the west side. The floor plan of the second floor has been significantly altered. The staircase arrangement was modified when the north elevation entrance was added. What was likely an open staircase was enclosed to the top where it connects with a hallway that provides access to the north side rooms.



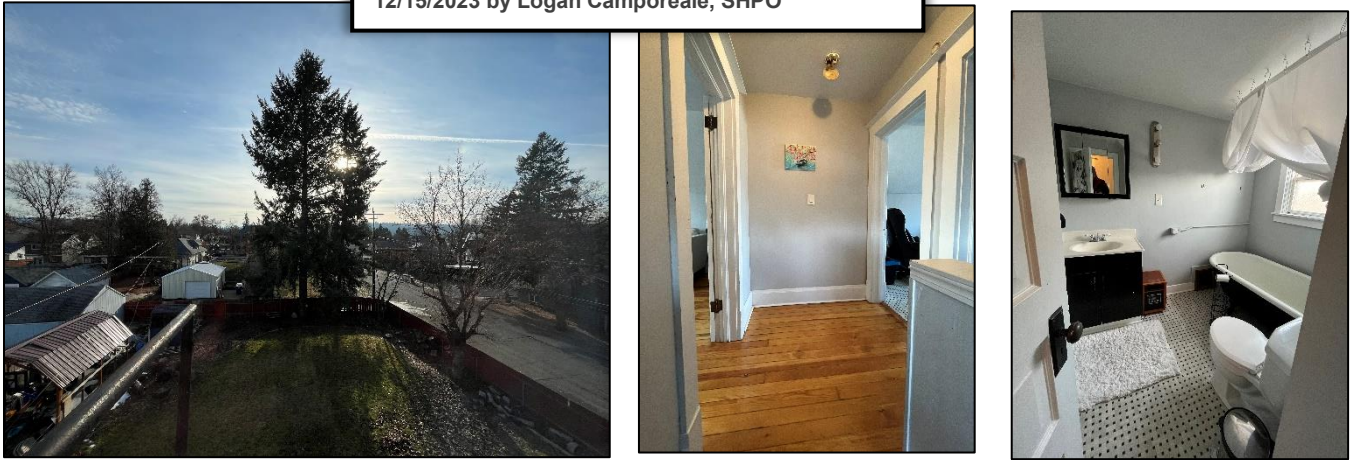
Cook-Abele House second floor interior
12/15/2023 by Logan Camporeale, SHPO



Third Floor: The third floor, which is accessed from a stairway on the second floor, is reminiscent of the house's time as a triplex in that it is essentially a full unit on one floor. It includes a kitchen with a dining area and a bathroom on the north end. A bedroom with a spectacular southern view is located on the south end. In the stairway is a distinct alcove that stretches up to and is illuminated by the historic eyebrow window on the east elevation.



Cook-Abele House third floor interior
12/15/2023 by Logan Camporeale, SHPO



West-facing primary façade:



Cook-Abele House façade
12/15/2023 by Logan Camporeale, SHPO

North elevation:



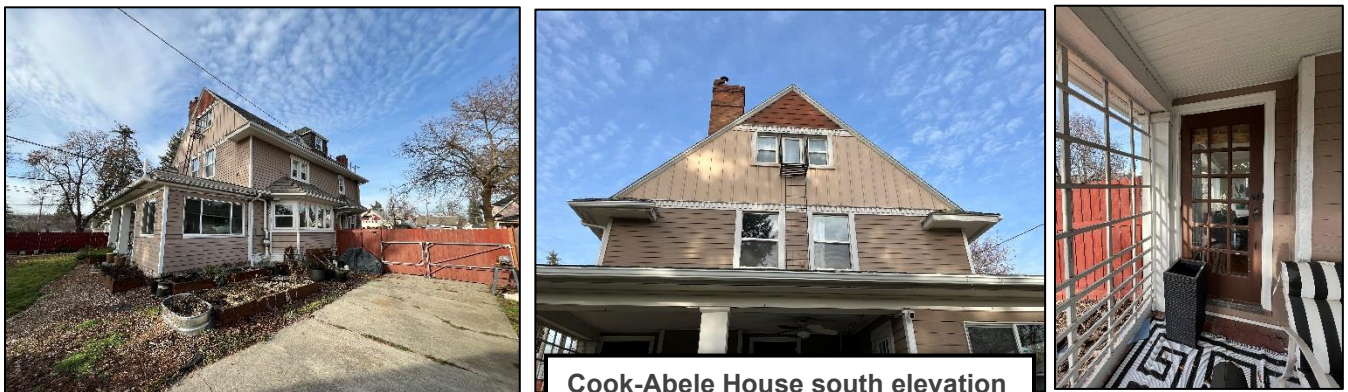
Cook-Abele House north elevation
12/15/2023 by Logan Camporeale, SHPO

East elevation:



Cook-Abele House east elevation
12/15/2023 by Logan Camporeale, SHPO

South elevation:



Cook-Abele House south elevation
12/15/2023 by Logan Camporeale, SHPO

SECTION 8: NARRATIVE STATEMENT OF SIGNIFICANCE

Categories for Listing: A, B, and C
Areas of Significance: Architecture/Architect, Military, Social/Humanitarian
Period of Significance: 1905-1943
Built Date: 1905
Architect: Julian Francis Abele
Builder: Unknown



Cook-Abele House, from the southwest
Spokane County Real Property Record Card, April
1959, Washington State Digital Archives

STATEMENT OF SIGNIFICANCE

The Cook-Abele House is a residential property in Spokane's core that is closely associated with one of the preeminent architects in the United States, Julian Francis Abele (pronounced Able). Abele was one of the country's most educated architects at the turn of the 20th century. He was trained at the Pennsylvania Academy of the Fine Arts and University of Pennsylvania in the Beaux Arts style in which he designed hundreds of buildings, almost all of which are on the East Coast. The one geographic exception is the modest vernacular house designed for his sister, Elizabeth Cook, with minimal Beaux Arts details located in Spokane, Washington, the Cook-Abele House.

Constructed in 1905 on property purchased by the Cooks in 1902, the Cook-Abele House has a period of significance from the time of construction to the end of World War II. The period of significance starts in 1905 when the Cook-Abele House was constructed based on Julian Abele's design, and the period of significance ends in 1945 when WWII home front housing initiatives ended.

The Cook-Abele House is significant under three categories as established in Spokane Municipal Code 17D.100.020. The house is significant under Category C due to its association with architect Julian Abele. It is significant under Category B due to its association with Elizabeth Cook and her husband John Cook III. The house is also significant under Category A due to its association with home front housing initiatives during the WWII period.

The Cook-Abele House is exceptionally significant under Category C in the area of architecture as the work of master architect Julian Francis Abele. Abele has over 200 attributions nationwide including the Widener Memorial Library at Harvard University (1912–15) and Philadelphia's Central Library (1917–27). He was also the primary designer of the west campus of Duke University (1924–54). At least twenty-five of Abele's attributions have been listed on the National Register of Historic Places, ranking him among the most represented architects on the National Register. The Cook-Abele House, designed for his sister, was among his earliest designs and it is likely the only example of his work in Washington State (or anywhere west of the Mississippi River). Additionally, the Cook-Abele House is among Abele's few attributions that was not commercial or institutional in nature.

The house is also significant under Category B due to its association with Elizabeth Cook, Julian's sister, and with Abele's brother-in-law, John F. Cook III. Elizabeth Cook was an accomplished artist who exhibited her hand-crafted windows and innovative ropework at the 1893 Chicago World's Fair. John F. Cook III also rises to the level of significance for a Category B nomination. Cook was from a prominent and wealthy Black family with roots in the nation's capital. Cook moved out west to northern Idaho in the 1890s where he was elected mayor of the town of Bonner's Ferry (previously known as Bonnersport) as the town's only Black resident. A graduate of Howard University, he was the town's pharmacist and postmaster.

Additionally, and unrelated to Abele, the Cook-Abele House is eligible under Category A in the areas of military and social/humanitarian due to its association with home front initiatives during the World War II period. Spokane's population ballooned during the early 1940s as war workers flooded to Spokane to work in wartime factories and related industries. Demand for housing skyrocketed for the first time since the first decade of the 20th century. The federal government developed and initiated the innovative out-migration housing program which encouraged folks to move out of their houses in the city's core and to then convert their vacated house into multi-family units for war workers. The work was paid for by the government and special zoning exceptions were allowed for these units to be placed in single family zones. As part of that program, the Cook-Abele House was converted to multi-family in 1943.

SPOKANE HISTORIC CONTEXT: FROM TRIBAL LANDS TO BUSTLING CITY

The City of Spokane sits on the traditional lands of the Spokane Tribe. They have inhabited these lands since time immemorial. They hunted, fished, harvested, raised horses, traded, and made their homes in Spokane and surrounding areas. Regional tribes used the land around the confluence of the Spokane River and Hangman Creek, less than a mile from the Cook-Abele House, as one of their largest seasonal gathering places during salmon season.

The Spokane's way of life was abruptly altered when white people began arriving in the region in the early 1800s. The North West Company, a Montreal based fur trading operation, built the Spokane House trading post at the confluence of the Spokane and Little Spokane River in 1810, marking the beginning of white settlement in the region. Settlement was initially slow, but by the late 1850s increasing numbers of white people were encroaching on tribal lands in pursuit of newly discovered gold in the Columbia River and its tributaries.

In the 1850s, the United States Army initiated a punitive campaign against a confederation of regional tribes, including the Spokanes, after the army was embarrassed by the tribes at the Battle of Steptoe Butte. The punitive campaign, under the leadership of General George Wright, engaged with and defeated the allied tribes at the Battle of Four Lakes and the Battle of Spokane Plains. After arriving at the Spokane River near present day Spokane Falls Community College, Wright's men proceeded east on the river destroying tribal food caches,

taking tribal members captive, and ultimately slaughtering over 800 horses belonging to a confederation of the Plateau Indians, in an attempt to defeat the tribes by depleting their resources, an all-out war tactic.

The fighting ended in September 1858 with surrender of the tribe under the guise of a peace treaty. Instead of brokering peace diplomatically, General Wright murdered Sub-chief Qualchan and at least three fellow warriors on the shore of Hangman Creek. After the defeat of the Spokanes and surrounding tribes, the government began negotiating with and ultimately forcing the tribes onto reservations. In 1872, an executive order instructed the Spokane Tribe to move to the original Colville Indian Reservation. The removal of the Spokanes and other regional tribes opened up the townsite of Spokane to homesteaders, and soon after settlers began arriving.⁴

The powerful Spokane River and its large waterfalls made an ideal location for a mill and ultimately a townsite. As the city grew and technology developed, the city's proximity to a waterfall allowed for easy access to hydroelectric power. The electricity produced from the river provided Spokane with a robust electrical system to homes, businesses, and the overhead power lines that criss-crossed the city powering a fleet of electric streetcars.

The City of Spokane grew quickly. In 1880, just a year before incorporation, there were only 350 white people living in the town of Spokan Falls. By the time of the next census in 1890, Spokane residents had dropped the "Falls" from their town's name (and added an "e") and the city's population had increased to 19,922 people. This rapid influx amounted to growth of over 5,500% in just one decade. The city's pace of exponential growth experienced a minor setback in August of 1889 when approximately thirty blocks of downtown Spokane were burned to the ground in a fast-moving fire. This left much of the city's core a blank slate from which a freshly constructed downtown of primarily brick masonry buildings rose from the ashes.⁵

Not discouraged from the fire, Spokane's rapid growth continued. The burgeoning mining, railroad, timber, and agriculture industries attracted tens of thousands of people who flocked to the Inland Northwest seeking new jobs and greater opportunities. By 1900, the number of Spokanites had grown to 36,848, most of which were working-class laborers, single women, and itinerant workers. That number continued to grow and when the 1910 census was taken, a decade after the turn of the century, 104,402 Spokane residents were counted. This influx of population brought the labor force and professionals necessary to grow regional business but it required quick construction of housing accommodations.

Population growth remained mostly stagnant in Spokane from 1910-1940, only adding approximately 18,000 residents. However, Spokane experienced a boom in the build up to World War II due to important war-time industries that were based here. Americans from other regions of the country, many of whom were Black, flocked to Spokane to fill the new job opportunities, sparking another population boom, bringing some 30,000 new residents during the 1940s and increasing the total population to 161,721. This influx in residents demanded more housing, some of which was created in Spokane's West Central Neighborhood.⁶

NETTLETON'S ADDITION HISTORIC DISTRICT

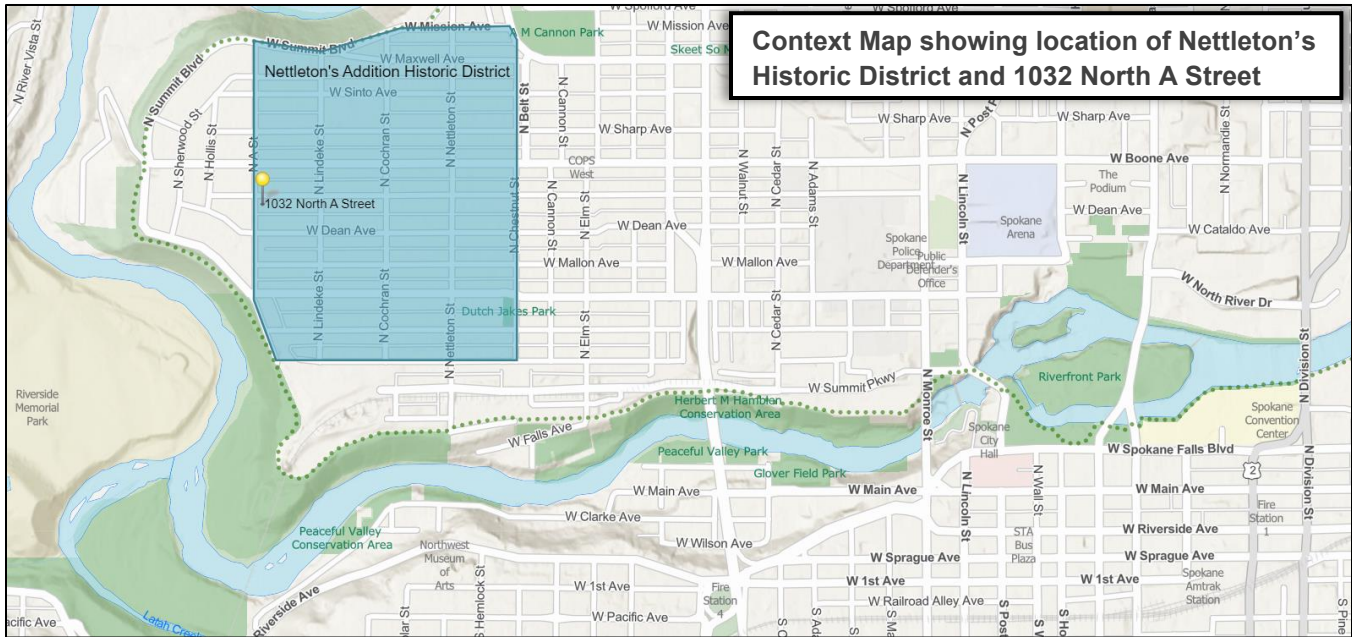
The Nettleton's Addition Historic District is located in the West Central Neighborhood northwest of Downtown Spokane. The district sits on a plateau above the big bend in the Spokane River near the confluence with Hangman Creek. It was historically adjacent to a railroad yard on the south, but that has since been removed and a planned community and multi-use trail now borders to the south.

The historic district is a 38-block residential neighborhood composed of two subdivisions, Nettleton's First and Nettleton's Second Additions, both of which were platted in 1887. The district is roughly the shape of a

⁴ Warren Seyler, Ben Adkisson, *Spokane Tribal Wars of 1858*, directed by Trask McFarland (2017; Wellpinit, WA: VariusMedia), <https://youtu.be/-uN2juBAKlc>.

⁵ Washington State Office of Financial Management, Forecasting and Research Division, "Decennial Census Counts of Population for the State, Counties, Cities and Towns," (Excel spreadsheet, Olympia, 2017), page 4.

⁶ Washington State Office of Financial Management, "Decennial Census Counts of Population for the State, Counties, Cities and Towns," page 4.



rectangle, oriented north-to-south, that is bounded by West Mission Avenue/Summit Boulevard on the north, North “A” Street on the west, Bridge Avenue on the south, and Chestnut Street on the east. The district does not include the eight southernmost blocks in Nettleton’s Addition, much of which has been (or is planned to be) redeveloped from rail yard to residential.

Nettleton’s Addition was developed during Spokane’s period of greatest growth by speculative investors who saw its potential to be one of Spokane’s early streetcar suburbs. The neighborhood filled in with modest houses owned and inhabited by Spokane’s growing middle class.

Diana Painter, the author of the *Nettleton’s Addition Historic District National Register Nomination*, suggests that the defining characteristic of the district is its cohesiveness. She explains that “the relative consistency of the dwellings... the regularity of the platting pattern and siting of the structures within the lot provides a regular rhythm and scale to the street.” Painter claims that a combination of factors contributed to that alignment including the planned and uniform nature of the development, the experience of the developers, the consistency of the building forms, the complementary mix of architectural styles many of which were from Chamberlin pattern plan books, and the short 10-15 year development period.⁷

Julian Abele biographer Dreck Spurlock Wilson asserts that the lots purchased by Elizabeth Cook in Nettleton’s Addition were “over a mile away from her nearest white neighbor.” It is unclear what prompts that assertion from Wilson and it seems questionable at face value. Any racial segregation that existed in those days tended to be economic rather than racial. There is good evidence that Black Spokanites lived throughout the city at that time. Nettleton’s Addition was also just over a mile from downtown Spokane, making it unlikely that there were no white residents between downtown and Nettleton’s. A review of 1900 census records bears out that suspicion. The resident of the house at 1027 North “A” Street, which was directly across the street from the Cook-Abele House, was Victor Wolff who was a first generation white American of German descent. Furthermore, the 1900 census enumerator in the neighborhood listed everyone who lived between the 2500 block and 2800 block of Dean and Gardner Avenues as “white.”⁸

⁷ Diana Painter, “Nettleton’s Addition Historic District National Register Nomination,” (NPS Form, Washington, 2006), section 8, page 28.

⁸ Dreck Spurlock Wilson, *Julian Abele: Architect and the Beaux Arts*, (New York, NY: Routledge, 2019), page 46; 1900 United States Census for Spokane, Enumeration District 69, Sheets 23-25.

BLACK HOUSING SITUATION IN 1900 SPOKANE

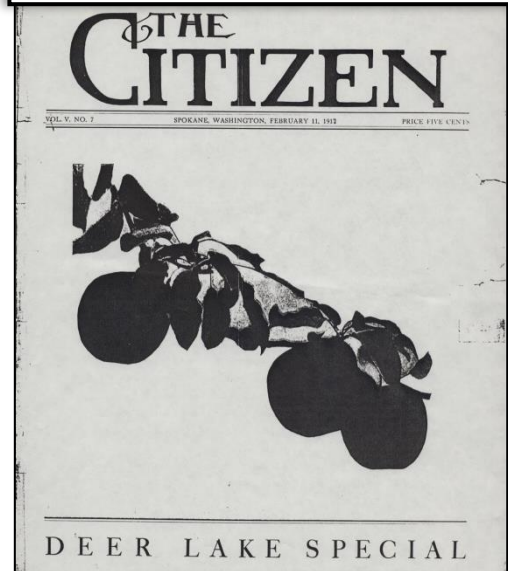
Spokane's earliest non-Native settlers included small numbers of Black residents. People like Reverend Peter Barrow and Spokane Police Officer Walter Lawson who were influential in early Spokane. As mentioned earlier, the residential segregation that existed in those early days was economic rather than racial, and Spokane's Black residents could live where they could afford. A *Seattle Republican* newspaper article from 1902 subtitled "Spokane and its Afro-American Colony" highlighted the excellent employment situation for Black Spokanites. And a 1908 article from the same paper featured the stately houses of three Black Spokanites, describing Charles A. Neville's place as "one of the neatest in the city." Notably, the houses were located throughout Spokane: one in West Central, one near Corbin Park, and one in the Chief Garry Neighborhood.⁹

Black Spokanites made up about one percent of the city's total population from 1890-1920, growing from 190 to 727 residents. In an era before the rise of the Ku Klux Klan in the 1920s and the proliferation of housing segregation policies and tools, Black Spokanites could live mostly anywhere in Spokane. According to Carl Maxey, Spokane's famous civil rights attorney and championship boxer, "the original 300" Black Spokanites "lived all over Spokane. The dominant number lived in the East Side, but, by far, it couldn't be said that there was just one area." Maxey also remarked that the geographic diversity of Spokane's Black population from 1890-1920 was different than other cities that had clearly defined Black neighborhoods.¹⁰

Early Black Spokanites had a thriving community. In 1890, the first Black church was founded in Spokane and a second was founded in 1901. The churches, Calvary Baptist and Bethel A.M.E., continue to operate today. In 1908 Charles Parker partnered with Charles Barrow, the son of Spokane pioneer and former slave Peter B. Barrow Sr., to found Spokane's first Black-owned newspaper, *The Citizen*. Charles Parker served as the paper's editor from 1908 to 1913 when the paper ceased printing. After the newspaper stopped publishing, the business continued as X-Ray printing, a black-owned print shop in the early 1910s. In 1909, the leaders of Spokane's Black community planned a centennial celebration for President Abraham Lincoln's 100th Birthday. That same year, Black Spokanites founded the Nonpartisan Colored Improvement Club, which was likely the first non-religious and non-partisan organization in Spokane dedicated to advocating for the rights of Black Spokanites. In 1916, Black Spokanites celebrated the anniversary of the Emancipation Proclamation with a parade of over 400 Black residents who were led by Spokane's only Black police officer, Walter Lawson. Early Black Spokanites were police officers, architects, patent holders, botanists, newspaper publishers, pastors, investors, farmers, barbers, and community organizers. And, they lived all over town.¹¹

The situation for Black Spokanites at the turn of 20th century was attractive to Black individuals and families who considered relocating to the city. Spokane had the largest Black population of any city in Washington State. Black families who migrated to the American West from big eastern cities, like the Cooks and Abeles, were accustomed to living in a large and vital Black community. An established Black community is almost certainly what attracted Elizabeth Abele Cook to Spokane from Bonners Ferry. In the 1890s there were over 30,000 Black residents in her native Philadelphia which must have made Spokane's regionally significant

Front page of an edition of *The Citizen*, Spokane's Black Newspaper
Spokane Public Library



⁹ "Sparkles from Spokane: Spokane and its Afro-American Colony," *Seattle Republican*, 3/28/1902, page 1; "A Group of Beautiful Homes of Negroes in the Northwest," *Seattle Republican*, 10/16/1908, page 8.

¹⁰ Jim Kershner, "Breaking Down The Barriers: Segregation Is An Ugly, Not-So-Well-Known Part Of Spokane's History," *Spokesman-Review*, 5/18/1997.

¹¹ Dwayne Mack, *Black Spokane* (University of Oklahoma Press, 2014), page 7; "Split in New Club," *Spokane Chronicle*, 4/2/1909, page 20; "Colored Folk in Freedom Day Fete," *Spokesman-Review*, 9/23/1916, page 10.

Black population of 300 feel tiny. But, at the same time, a hundred times bigger than the Black community in Bonners Ferry.

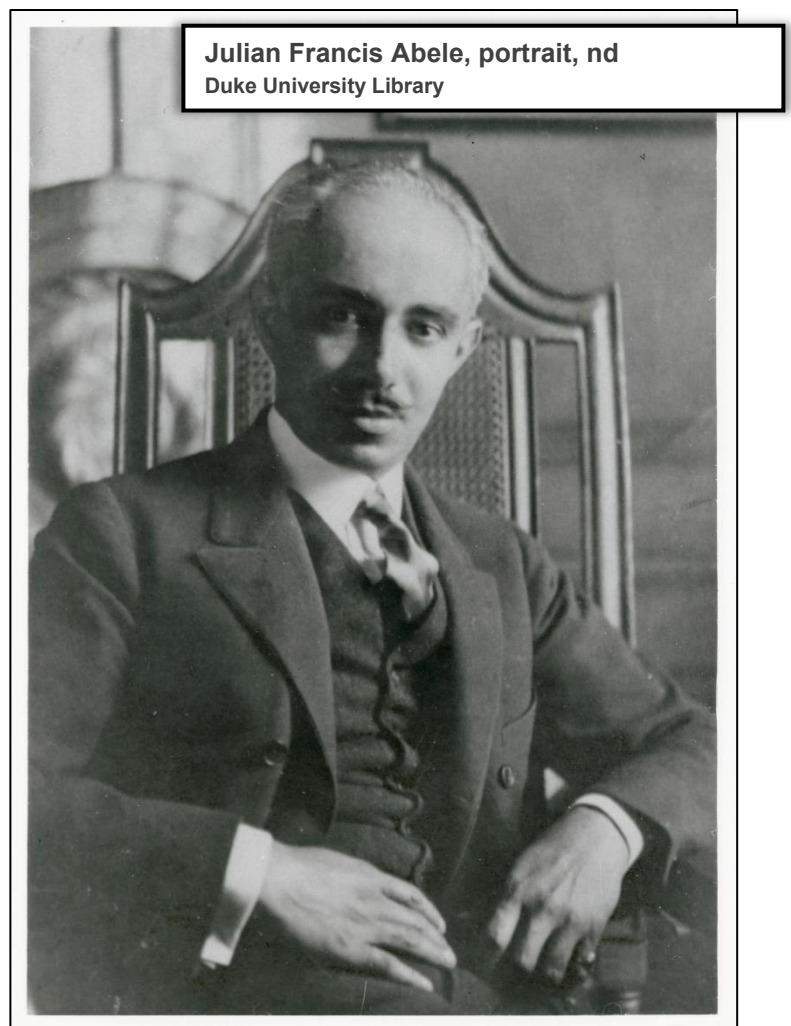
The relative freedom in housing experienced by early Black Spokanites did not last into the mid-century. The release of the film *Birth of a Nation* which first screened in Spokane in 1915, and the subsequent rise of the Ku Klux Klan in Spokane in the early 1920s, had an impact on how many white Spokanites perceived their Black neighbors. The Spokane Chapter of the Ku Klux Klan was organized in 1921 with elected officers, membership dues, and over 100 members. One year later, in 1922, the Washington State Ku Klux Klan was founded. The upstart Klan in Washington State mostly relied on political influence more than overt violence to achieve their goals. But, the local Klan participated in many of the same tactics as the national Klan. They hosted cross burnings on prominent hills on the outskirts of town including on Five Mile Prairie and Little Baldy. They held large initiation ceremonies in downtown fraternal halls, and their members were elected to political office.

JULIAN FRANCIS ABELE¹²

Julian Francis Abele was born April 21, 1881 in Philadelphia, Pennsylvania. He was born to a well-known Black Presbyterian family whose ancestors had been active in the abolitionist movement. His family was well-to-do belonging to the upper class of Black Philadelphians.¹³

Julian was the second youngest of ten siblings who survived past infancy. His elder brothers and sisters were educated and accomplished. They counted a physician, artist, blacksmith, and electrical engineer amongst their ranks.

Abele attended the Institute for Colored Youth, a preparatory school that many of his older siblings attended. After preparatory school, Julian pursued formal training in architecture ultimately receiving a three-part architectural education. First, in 1897 he received a certificate of architectural drawing from the Pennsylvania Museum and School of Industrial Art. He followed up in 1902 with a bachelor's degree in architecture through study in the Beaux Arts at the University of Pennsylvania. He concluded with a Certificate of Architectural Drawing from Pennsylvania Academy of the Fine Arts. According to Abele biographer Dreck Spurlock Wilson, in 1903 Julian Francis Abele was "the most formally educated architect in all of America."¹⁴



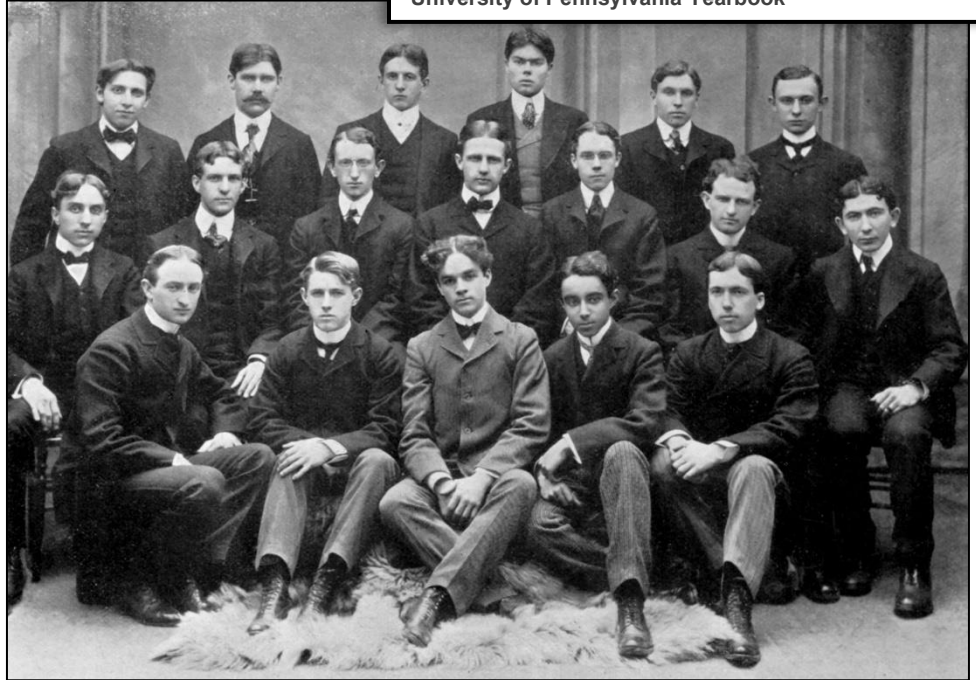
¹² Only a short biography of Julian Abele is provided in this nomination as a comprehensive biography of Julian was published in 2019. The author of this nomination strongly encourages all those interested in Abele to read Dreck Spurlock Wilson's *Julian Abele: Architect and the Beaux Arts*. This nomination would not have been possible without Wilson's authoritative work on Abele's life and legacy.

¹³ Dreck Spurlock Wilson, *Julian Abele: Architect and the Beaux Arts*, (New York, NY: Routledge, 2019), page ix.

¹⁴ Wilson, *Julian Abele*, page x.

Wilson reminds the reader that Abele was the first Black graduate from these programs and that he achieved his education despite prejudice and racism that was so pronounced as to bar him from walking in his own graduation at the University of Pennsylvania in 1902. Abele's experience with race must have been complicated, he graduated from a traditionally white program but could not participate in the graduation ceremony; he designed much of Duke's campus but he could not visit it to view his work realized; and he was a master architect but he remained in the shadows of his employer throughout his career. He was constantly breaking barriers despite being ensnared in a racist world. Wilson encourages all to visit Abele's designs and to "contemplate the obstacles he had to overcome to reach such professional plateau from which he could create such beauty."¹⁵

Julian Francis Abele (fourth from left in first row) with the University of Pennsylvania Architecture students in 1900
University of Pennsylvania Yearbook



Wilson also delves into the specifics of Julian's complexion and how that would have impacted his career. Wilson describes Julian's complexion as "beige like a Castilian perpetually young looking. Julian's homogenized features were equal part Caucasian and Negro." Wilson explains that his complexion was advantageous to Julian ancestrally and contemporarily. Ancestrally, the Abele's lighter complexion brought them into advantageous marriages, more affluent neighborhoods, and into association with the majority white culture. Those circumstances birthed Julian into a beneficial situation in comparison with darker skinned Black Philadelphians. Contemporarily, Julian's lighter complexion may have made it easier for a big all-white architectural firm to hire its first non-white worker.¹⁶

The vast majority of Abele's attributions are a product of his employment at the Horace Trumbauer Company. Trumbauer was a non-designing businessman architect which means that he was not trained as an architect and really was not much of a sketch artist. Some accounts suggest that he was never seen drawing. He was a businessman who bragged that he "hired his brains."¹⁷

Abele was hired by Trumbauer in 1906 to be he his lead designer, or his "hired brains." He was the first non-white employee of the firm. Wilson posits that Trumbauer's willingness to hire Julian had less to do with an ideological progressiveness on race but rather a shrewd business sense that led him to recognize that "he could hire superiorly talented professionals, pay them less than competitors and keep them in employ longer because they were cemented in place by prejudices." Whether or not that was his intent, that is how it worked out for Julian. He spent almost his entire career working exclusively for Trumbauer.¹⁸

¹⁵ Wilson, *Julian Abele*, page xiii.

¹⁶ Wilson, *Julian Abele*, page 7, page 55.

¹⁷ Wilson, *Julian Abele*, page 57-59.

¹⁸ Wilson, *Julian Abele*, page 57-59.

Nonetheless, the pair were a dynamic duo. According to Wilson, “Trumbauer provided the ego and Abele the architecture.” The pair worked symbiotically bringing complimentary skills to the table. Wilson asserts that “all things being equal which they weren’t, Trumbauer should have made Abele a partner.” Even after the businessman died in 1938, Julian remained loyal to his employer. On his application to join the American Institute of Architects, Julian did not include any of his work with Trumbauer as professional experience despite three decades in his employ. Wilson quotes University of Pennsylvania Archivist Frances Dallet to describe Julian’s loyalty, “there was no up-staging of Trumbauer in death as there never had been in life.”¹⁹

Julian died in 1942 at the age of 68 years old. At the time of his death his architectural accomplishments remained obscured by Trumbauer’s larger-than-life profile. His legacy remained under appreciated and poorly recognized as Trumbauer historians improperly reassigned Abele’s designs to Trumbauer’s portfolio. It is not until Wilson’s decades of research, numerous presentations, and ultimate publication of his book that Abele’s legacy began to shine in a way that a practitioner of the Beaux Arts would have appreciated. Wilson summarizes succinctly: “Julian Francis Abele was and remains the greatest *beaux arts architecte* America has never known.”²⁰

Abele has over 200 attributions nationwide including the Widener Memorial Library at Harvard University (1912–15) and Philadelphia's Central Library (1917–27). He was also the primary designer of the west campus of Duke University (1924–54). At least twenty-five of Abele’s attributions have been listed on the National Register of Historic Places, ranking him among the most represented architects on the National Register of Historic Places. The Cook-Abele House, designed for his sister, was among his earliest designs and it is likely the only example of his work in Washington State (or anywhere west of the Mississippi River). Additionally, the Cook-Abele House is among Abele’s few attributions that was not commercial or institutional in nature.

ELIZABETH “BESS” ABELE COOK

Elizabeth, or Bess, was Julian’s oldest sibling and one of his two sisters. She was born to the same parents in 1865, sixteen years before Julian. She, like Julian, was educated at Philadelphia’s Institute for Colored Youth from which she graduated in 1882. And she, like Julian and foreshadowing him, was interested in design. Her particular interest was in windows, both the design and construction of leaded glass windows.

In 1893, Chicago World’s Fair organizers sent her to represent



PENNSYLVANIA STATE BUILDING.
Size, 110 by 166 feet. Cost, \$60,000. Exact reproduction of old “Independence Hall.”
Contains Independence Bell.

**The Pennsylvania Building (above) and
Woman’s Building (below) at the 1893
Chicago World’s Fair**

Northern Illinois University Digital Library & Wikipedia



¹⁹ Wilson, *Julian Abele*, page 85, page 137.

²⁰ Wilson, *Julian Abele*, pages 57-59, page 142.

Pennsylvania in two of the fair’s exhibition spaces: the Pennsylvania Building and the Woman’s Building. Her leaded and stained-glass transom windows were incorporated into the interior design of both buildings. She was also allotted exhibit space in the “process room” of the Woman’s Building where she taught crowds of fair visitors her window construction process from sketch to finished product. A newspaper described Elizabeth’s windows as “beautiful” and “much admired.”²¹

She also designed an additional window detailing element that was exhibited at the fair. Elizabeth fashioned knotted rope arrangements in a design that was similar to wrought iron grill work which was often used as an additional detail covering in front of windows. The coverings were an invention of her own and were intended to be a substitute for wrought iron grill work. A newspaper classified Elizabeth as one of “Philadelphia’s rising young artists” and described her rope window detailing as “entirely unique of its kind” and worthy of the jury’s attention for an award at the fair.²²

Her knotted rope work was also included in the design of the women’s New Century Club in Philadelphia, one of the first women’s clubs in the country which had just constructed its first building in 1893.

Elizabeth’s involvement in the Beaux Arts styled Chicago World’s Fair also foreshadowed Julian’s interest in the Beaux Arts. She, in many ways, was laying the path for her little brother.

ABELES IN SPOKANE

The Abele family’s connection to the Inland Northwest originated with the union between Julian’s eldest sibling, Elizabeth “Bess” Abele Cook, and John F. Cook III. John F. Cook III was the third in a line of John Cooks who belonged to a prominent Black Presbyterian family in the nation’s capital. Cook’s father was considered to be among the wealthiest Black individuals in the country. Cook and Bess married in Washington D.C. in 1894 and the couple moved west to Bonners Ferry, Idaho (then known as Bonnerport). Cook, a graduate of Howard University, was a pharmacist and civic leader in the growing border town. He was elected mayor of Bonnerport in 1895 and he was repeatedly appointed as the city’s postmaster. Newspapers in his native District of Columbia and around the

nation noted how Cook’s rise to leadership in the Idaho city was particularly remarkable as he was the only Black man in the town.²³

Bess gave birth to two daughters (Elizabeth in Washington DC in 1896 and Maria in Washington State in 1898), and then a son (John Cook IV in 1899 in Spokane). It is interesting that none of their children were born in Idaho. Bess and Julian’s mother, Adelaide Abele, visited Bonners Ferry and Spokane in 1898, likely to support her daughter during the birth of her granddaughter Maria. When John Cook IV is born in 1899, it seems that Bess may have been living in Spokane while her husband

John Francis Cook III and Elizabeth “Bess” Abele, portrait, circa 1900
 Boundary County Museum



²¹ “Our State at the Fair: What Pennsylvania has to Show at Chicago,” *The Times*, Philadelphia, Pennsylvania, 5/28/1893, page 17.

²² “Furs at the Big Fair, Knotted Rope Work,” *The Times*, Philadelphia, Pennsylvania, 10/15/1892, page 21.

²³ “Former Washingtonian Elected Mayor,” *Evening Star*, Washington District of Columbia, 4/20/1895, page 2.

remained in Bonners Ferry and visited his family in Spokane on occasion.²⁴

Bess seemed to spend more time in Spokane than she ever did in Bonner's Ferry, potentially because there was an established Black community in Spokane that offered socializing opportunities and community support systems that were not present in Bonners Ferry. Or potentially because her marriage was toxic. Or maybe a combination of both.²⁵

In November of 1899, soon after the death of her brother, Bess headed back to Philadelphia with her three children in tow to visit her family. It was not a short trip, it appears she remained there until July of 1901 (Elizabeth and the kids show on the census enumerated June 1900 in Bonners Ferry, but newspaper records suggest that they were still back east and so Cook may have reported for the whole household despite his wife and kids being away). Cook appears to have visited Bess and the children once during their time away but the couple likely spent the better part of 18 months apart. Despite the adage "distance makes the heart grow fonder," the time separated did not seem to get them back on track. Less than six months after her return to Idaho, in January of 1902, Bonners Ferry newspapers reported that Bess had been "very ill" with "nervous prostration." That was an old medical term that roughly translates to an anxiety disorder or panic attack. The report notes that she was beginning to feel better.²⁶

In April of 1902, the family purchased property in Nettleton's Addition of Spokane with the intent to build a house for Bess and the children to live in. The property was adjacent to the Parker family house, the residence of John Byron Parker his wife Adella Parker, and their children including Charles Parker. The Parkers, like the Cooks and Abeles, were lighter complexion, often listed by census takers as "Mulatto." The catalyst of the Parker-Cook friendship is not clear, but they appear to have been close friends. John Byron Parker like the Cooks was from the east coast, born in New York and raised in Ohio, so that may have been an important commonality.

The house was not built immediately, but Bess and the children continued to visit Spokane regularly. In the summer of 1902, they spent four weeks in Spokane, staying at the Parker house for some of the time. While in town, Bess attended social gatherings with prominent early Black Spokane families like the Parkers, Lawsons, and Hagans.

Bess' desire for distance between her and her husband is confusing considering turn-of-the-century marital expectations. But it all makes sense in July of 1903 when Bess sends a letter back home to her siblings telling them that her marriage had fully collapsed and that her husband had been physically abusing her. Abele biographer Sprulock-Wilson suggests that Bess' siblings were surprised by the letter as they had not seen her and Cook since their 1894 wedding in Philadelphia. However, newspaper records suggest that Bess had visited Philadelphia in 1901-02 and at least one family member had come to visit out west. The letter may not have been a surprise, but an inevitable correspondence they had been awaiting.²⁷

Mrs. J. F. Cook entertained at the home of Mr. and Mrs. J. B. Parker, in honor of her brother, Mr. Fred Cook, Monday evening, January 17th. Those present were: Miss Viola Parker, Miss Anna Durant, Miss Candace Parker, Miss Maud Lucas, Miss Edith Payne, Miss Maggie Payne, Mr. and Mrs. J. B. Parker, Mr. and Mrs. Chas. S. Parker, Mr. and Mrs. M. Woodey, Mr. and rs. L. O. Johnson, Mr. Julian Abel, Mr. Harry Parker, Mr. Leo Porter, Mr. Dolph Pierce, Mr. Will Payne, Mr. Fred Cook, Mr. Gat

Newspaper article showing Julian in Spokane, note the misspelling.
Seattle Republican, 1/20/1905

²⁴ 1900 United States Census for Bonners Ferry, Enumeration District 59, Sheet 1; "Mrs. J.F. Cook," Kootenai Herald, Bonners Ferry, Idaho, 3/26/1898, page 1.

²⁵ "Mr. J.F. Cook," Kootenai Herald, Bonners Ferry, Idaho, 7/1/1899, page 1.

²⁶ "Mrs. J.F. Cook," Kootenai Herald, Bonners Ferry, Idaho, 11/25/1899, page 1; 1900 United States Census for Bonners Ferry, Enumeration District 59, Sheet 1; "Mrs. J.F. Cook," Kootenai Herald, Bonners Ferry, Idaho, 7/19/1901, page 1; "Mrs. J.F. Cook," Kootenai Herald, Bonners Ferry, Idaho, 1/10/1902, page 1.

²⁷ Wilson, *Julian Abele*, page 45.

Sewer Permit for Cook-Abele House
 Spokane Building Permit Archive

Julian Abele, Bess' second youngest sibling at 22 years old, was sent west by the family to help Bess navigate her rough marriage. However, it seems, by the time he arrived in Spokane in late 1903 his brother-in-law and sister had rekindled their marriage and were expecting their fourth child. Julian Cook was born in April of 1904 and was named after his uncle.²⁸

Julian appears to have stayed with Elizabeth, but where exactly they stayed in Spokane is not clear. While they lived together between late 1903 and early 1905, Julian prepared architectural plans for a simple French Eclectic style house to be constructed for his

sister on the lot that Elizabeth and John purchased in 1902. Julian showed up in the social section of the Spokane focus section in Seattle's Black newspaper the *Seattle Republican* in January of 1905. He attended a party hosted by his sister at the Parker House, one lot south of the Cook's lot. The house Julian designed for Elizabeth was likely under construction during the party.²⁹

THE COOK-ABELE HOUSE

The Cook-Abele house was likely completed sometime in mid-1905. In March of 1905 Elizabeth was issued a permit to have the house connected to the city's sewer system and in April of 1905 they connected to the water system. Elizabeth, Julian, and the kids likely moved in right away as evidenced by their appearance in the 1906 Spokane Polk City Directory with Elizabeth (but not her husband John) listed at 1032 North A Street, with no occupation provided for her. Julian is not listed in the 1906 Spokane Polk, or any other year.

There is no building permit record for construction of the house at 1032 North A Street to confirm that Julian was in fact the architect or to give clarity on who constructed the house. However, there are at least three pieces of evidence to suggest that Julian was the architect.

City Directory Showing Bess at 1032 North A Street
 1906 Polk Directory

First and foremost, we know that Julian was in Spokane via multiple sources including newspapers and oral histories. Furthermore, Wilson confirmed that he interviewed Julian's great-niece (Josephine Faulkner-Webster) in the 1980s and she stated that her mother, Julian's niece Elizabeth, recalled being a nine-year-old girl and watching Julian sketch the plans for their future house at 1032 North A Street while they were living in Spokane together.

Second, and equally compelling, is Julian's assertion on his 1942 application for membership in the American Institute of Architects that he had professional practice in

²⁸ Julian Cook Birth Certificate, Washington State Digital Archives, 4/10/1904.

²⁹ *Seattle Republican*, 1/20/1905, page 7.

Spokane, Washington. This is almost certainly a reference to his design of the house at 1032 North A Street.³⁰

Third, the design of the house is unusual for Spokane in 1905. It would be difficult to find similar examples from the same period. This suggests an outside influence, and influence who was inspired by the Beaux Arts and who was breaking ground on the French Eclectic style.

The Abele presence at the house was short-lived. In January of 1906, Julian and Elizabeth along with her children boarded a train for Philadelphia to return home. John F. Cook III was forced to sell the house in 1910 to settle his divorce with Bess. Elizabeth and the children continued to live with Julian in Philadelphia until all her children were grown and Julian finally married.

THE GRIMMERS AND THE WORLD WAR II OUT MIGRATION PROGRAM

The house changed hands multiple times after the Cooks relinquished ownership. An additional notable family, the Grimmers, resided in the house from the late 1910s through the early 1930s. John Melville "Mel" Grimmer was an early white resident of Spokane. Born in far eastern Canada in 1843, he arrived in the Inland Northwest in 1880 and settled in Spokane in 1881 when the town's population was approximately 350 people. His wife, Mary Caroline Grimmer (nee Hadley), was born in Maine in 1855 and she married Mel in California in the 1860s and she too was among Spokane's early white residents.

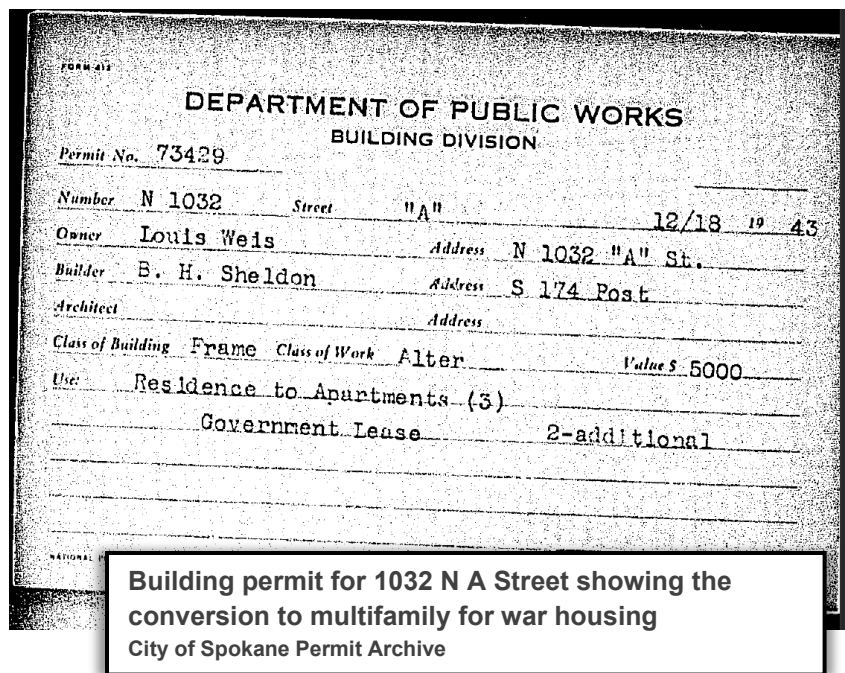
Mr. Grimmer was engaged in railroad businesses ranging from bridge building to transfer services. The latter was his primary business in Spokane under the auspices of the Grimmer Transfer Company. Transfer services was an early 1900s term for transporting passengers or goods from the train line to their final destination.

The Grimmers were both active members of the Spokane County Pioneer Society and the Masons, with Mary belonging to the Mason woman's auxiliary. The couple had four children, three girls and two boys. They entertained regularly at the home including hosting the pioneer society for parties. Mary died in 1924 in her late sixties and Mel died in 1926 at 82 years old.

One of the couple's daughters, Hazel Seymour, continued to live in the house after her parent's death. But, by the early 1930s, the house was being used as a rental. A rental advertisement from 1933 describes the house as a six room "English stucco" house with "carpets, curtains, and drapes."³¹

In 1943, as World War II was accelerating, owner Louis Weis altered the Cook-Abele House from a single-family house to a multifamily residence. The conversion was prompted and financed by the government lease out-migration housing program.

Converting large houses into several apartments was a common occurrence during the middle third of the 20th Century in many places. If you've lived in one of those types of



³⁰ Julian Abele's Application to the American Institute of Architects, AIA Archives, 3/27/1942.

³¹ "\$30, 1032 N A St," Spokesman-Review, 10/22/1933, page 6.

apartments in Spokane, chances are you lived in an apartment that housed residents of Spokane working in the World War II production efforts in this area.

Spokane had a significantly expanded population and housing shortage for war workers during most of World War II. Although not mentioned as an important war production center in broad overviews of the topic, Spokane experienced the full effect of the great migration of war workers to where they were needed, and the *Spokesman-Review* covered the effort to house everyone. The Trentwood aluminum mill, Mead aluminum reduction plant, and the magnesium plant in Mead were the officially recognized war industries that needed workers. A federal war worker housing program went through several iterations. The programs provided new housing, temporary housing and the reworking of existing buildings to provide small apartments for war workers and their families. This last category of work has had a long-lasting impact on Spokane's older residential neighborhoods, as it included the creation of apartments, or even more apartments, in larger older residences.³²

**Advertisement encouraging property owners to rent units to war workers
 Spokesman-Review 1943**



Maybe
YOU Can
Spare a Room!

CONVERT & CONSERVE
FHA
 HOMES FOR VICTORY
PLAN

Many patriotic Spokane homeowners are discovering they can rent—not just one room—but a whole apartment in their homes. Wise remodeling enables you to share your home without disturbing privacy.

**Phone the War Housing Center
 605 City Hall Spokane Main 4341**

The Spokane program, initially under the direction of lumber executive Ray Beil, was established in late 1942. The goal at that time was to create 3,000 additional units. The owners of over 100 large single-family homes and some commercial buildings applied for assistance from the program during its first 40 days of operation. At the same time, the program helped war workers and their families find housing in Spokane and its environs, as far away as Cheney, Medical Lake and Coeur d'Alene. Another aspect of the war housing effort was the federal government's rent control program established in 1942. Soon after the program was put in place, over 25,000 landlords in Spokane registered with the Rent Control Office.³³

The privately financed portion of the program, implemented in the spring of 1943, provided help with plans for creating small apartments and applying to local banks for loans, as well as access to building materials when much of that material was directed to other war demands. Public funding through the Home Owner's Loan Corporation (HOLC) got involved with the program leasing available properties for several years: making necessary alterations to accommodate war workers and families; managing and renting the properties for the duration of the war; and then returning them to owners. The agency concentrated on houses, mixed use buildings with residential use on upper floors, and small apartment buildings.³⁴

A newspaper ad in May 1943 warned readers that "Spokane is in Trouble! Big Trouble!" because of the acute shortage of housing for war workers. The need for this housing did not lessen through the early years of the war. A local campaign encouraged Spokaneites to "Share your Home" in September of 1943 by renting a spare

³² "Housing Center Aids Thousands," *Spokesman Review*, 11/3/1943, page 14.

³³ "A. E. Victor Head of Conversions," SR 20 Dec 1942, p. . "What Rent Control Means," Leaflet, Office of Price Administration Fact, circa June 1942. Box 89, Superintendent's Correspondence, Education Dept. Records, OSA, accessed at the Oregon State Archives exhibit webpage, A Place of Their Own: Civilian Housing and Rent Control. <https://sos.oregon.gov/archives/exhibits/ww2/Pages/services-housing.aspx>. "Get 25,322 Landlords To Register Property," SR 17 December 1942, p. 6.

³⁴ "Beil Appeals for more Homes," SR 25 April 1943, p. 38.

bedroom to a boarder. News stories about the program during the later war years emphasized the number of units made available and the number of families that had been helped in finding housing. In Spokane, 936 applications for the home conversion program were handled, resulting in some 1400 apartments. As of November 1943, the program housed 456 families in single-family houses; 826 families in apartments; 136 families in light housekeeping apartments; 1145 families in single rooms or room and board. By that time, 2563 families had been helped through over 40,000 phone calls. While the federal government paid the salaries of the handful of employees, volunteers were important for the success of the program and members of the American Association of University Women and Red Cross were important for the effort.³⁵

While much of the remodeling work for the conversions was on the interior, some projects affected the exterior of the houses as well. That is the case with the Cook-Abele House. A new entry with staircase was added to the north elevation. That staircase provided access to the second and floor units via a separate entry than the first-floor unit. The house also had a fire escape added to the south elevation and the east half of the back porch enclosed. All these exterior changes were likely prompted by war housing efforts.

A promotional booklet from 1944 noted that “Housing is Drafted for War,” and that overall, more than 250,000 apartments had been created in older houses. While the publication emphasized the need for housing for returning servicemen and their families once the war was won, it posited new construction would provide that housing. The closure of the Spokane Housing Center was announced in October 1945 even as the office was busy helping veterans and others find housing in the city.³⁶

CONCLUSION

The Cook-Abele House is a uniquely significant Spokane residence that provides an opportunity to tell a wide range of stories from prominent Black families to a nationally significant Black architect to World War II housing initiatives.

The house is the only Spokane property that gives an opportunity to tell the story of Elizabeth Cook and her husband John Cook III. Elizabeth descended from a prominent Black Philadelphia family that fostered her interest in the arts and led her to exhibit her innovative artwork at the Chicago World’s Fair in 1893. And John descended from a prominent Black Washington D.C. family that propelled him through pharmacy school at Howard University and ultimately into political leadership in a small north Idaho town. Their important and compelling stories and their connection to the Inland Northwest are encapsulated in the Cook-Abele House in a way that is not true of any other local properties.

The house is the only Spokane property that gives an opportunity to tell the story of renowned Black architect Julian Francis Abele. The house’s connection to a nationally significant architect is notable because it was designed and constructed in a period when Spokane did not have much architectural work on residential properties completed by architects who were not based in Spokane. Furthermore, it is the first property (and possibly the only property) in Spokane designed by a Black architect who was formally trained in architecture. It is the only the property on the west coast (or even west of the Mississippi River) that is meaningfully associated with Abele.

The house’s association with World War II housing initiatives gives it additional significance albeit not as unique as the pervious two associations. The out-migration housing program was an important tool that facilitated Spokane’s rapid population growth in the 1940s and allowed for robust war time industry to flourish in the region.

³⁵ “Spokane is in Trouble! Big Trouble!” Spokesman-Review, 5/15/1943, page 17; “Start Share Your Home Drive,” Spokesman-Review, 9/2/1943 page 6 and 4/18/1943 page 46; “Housing Center Aids Thousands,” Spokesman-Review, 11/3/1943, page 14; “Make New Homes from the Old,” Spokesman-Review, 10/3/1943 page 61; “Housing Center has Located Homes for 3,300 war Workers,” Spokesman-Review, 1/30/1944, page 80.

³⁶ “Housing for War and the Job Ahead,” Informational Booklet, National Housing Agency, April 1944, p. 3. Folder 20, Box 34, Defense Council Records, OSA, accessed at the Oregon State Archives exhibit webpage, A Place of Their Own: Civilian Housing and Rent Control, <https://sos.oregon.gov/archives/exhibits/ww2/Pages/services-housing.aspx>; “Housing Center Closes Offices,” Spokesman-Review, 6/19/1945, page 23.

The house's association with the out-migration housing program also helps to alleviate some concerns about integrity while imparting significance on some of the changes that facilitated the transition to multi-family housing.

The Cook-Abele House is significant under three categories as established in Spokane Municipal Code 17D.100.020. The house is significant under Category C due to its association with architect Julian Abele. It is significant under category B due to its association with Elizabeth Cook and her husband John Cook III. The house is also significant under Category A due to its association with home front housing initiatives during the WWII period.

SECTION 9: BIBLIOGRAPHY

Newspapers

All newspapers that were germane to this nomination are cited in the footnotes.

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Books, Films, Maps, and Architectural Drawings

Dreck Spurlock Wilson, *Julian Abele: Architect and the Beaux Arts*, (New York, NY: Routledge, 2019).

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Sanborn Map Company, *Insurance Maps of Spokane Washington, Volume 4* [map], 1910, 50 feet to 1 inch, sheet 450.

Seyler, Warren, Ben Adkisson, *Spokane Tribal Wars of 1858*, directed by Trask McFarland (2017; Wellpinit, WA: VariusMedia), <https://youtu.be/-uN2juBAKlc>.

SECTION 12: ADDITIONAL DOCUMENTATION



Cook-Abele House from the southwest, date unknown. Photo courtesy of Dreck Spurlock Wilson.



Cook-Abele House from the northeast, date unknown. Photo courtesy of Dreck Spurlock Wilson.



Cook-Abele House from the north, date unknown but likely after 1943. Photo courtesy of Dreck Spurlock Wilson.




Julian Francis Abele portrait from his 25th graduation reunion from University of Pennsylvania.

Julian Francis Abele,
718 South Twenty-first Street, Philadelphia.

Architecture

"Willing and Able."

Entered class Freshman year from Brown Preparatory School; member of Architectural Society Sophomore, Junior and Senior years, President of same Senior year; won first prize in competition for Library Tablet, first prize in competition for Conklin Memorial Gateway, Haverford College. Junior year; first mention Beaux Arts Society; won Arthur Spayd Brooke Memorial Prize and T-Square Club Prize Membership Senior year; member RECORD Committee.



Julian Francis Abele yearbook entry from the 1902 University of Pennsylvania Yearbook.



Cook-Abele House context from the west, 12/15/2023. Photo taken by Logan Camporeale SHPO.



Cook-Abele House context from the west, 12/15/2023. Photo taken by Logan Camporeale SHPO.



Cook-Abele House front door, 12/15/2023. Photo taken by Logan Camporeale SHPO.



Cook-Abele House wrought iron details on front porch roof, 12/15/2023. Photos taken by Logan Camporeale SHPO.



Cook-Abele House wrought iron details on front porch roof, 12/15/2023. Photo taken by Logan Camporeale SHPO.



Cook-Abele House rear porch foundation and brick floor where the porch is enclosed on the east end, 12/15/2023. Photo taken by Logan Camporeale SHPO.



Cook-Abele House bay window on east elevation, 12/15/2023. Photo taken by Logan Camporeale SHPO.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Consent

Date Rec'd

6/11/2024

Clerk's File #

OPR 2013-0448

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

COMMUNITY AND ECONOMIC

Bid #

Contact Name/Phone

STEVE X6835

Requisition #

Contact E-Mail

SMACDONALD@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

0750 - SWC ILA AMENDMENT – COUNTY 23-0891

Agenda Wording

In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane.

Summary (Background)

In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane. The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity.

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

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium". Recently, as a result of an audit, the City and County were advised that they needed to modify the Consortium ILA in certain matters including: 1. changing reference from WIA to WIOA, 2. changing reference to various legal citations from the WIA citations to WIOA citations, and 3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO. This item modifies the 2013 Council ILA consistent with the above 3 items. The Executive Director of the WOIA Council is in agreement with the modifications. City of Spokane's legal council has reviewed and legally approved.

Approvals		Additional Approvals	
<u>Dept Head</u>	MACDONALD, STEVEN		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

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Committee Agenda Sheet

Urban Experience Committee

Committee Date	June 10, 2024
Submitting Department	Community & Economic Development
Contact Name	Steve MacDonald
Contact Email & Phone	smacdonald@spokanecity.org / x6835
Council Sponsor(s)	<u>CMS Zappone, Bingle, & Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane Workforce Consortium ILA AMENDMENT – COUNTY 23-0891
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane.</p> <p>The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity. WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium". Recently, as a result of an audit, the City and County were advised that they needed to modify the Consortium ILA in certain matters including:</p> <ol style="list-style-type: none"> 1. changing reference from WIA to WIOA, 2. changing reference to various legal citations from the WIA citations to WIOA citations, and 3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO. <p>This item modifies the 2013 Council ILA consistent with the above 3 items. The Executive Director of the WOIA Council is in agreement with the modifications.</p> <p>The City of Spokane's legal council has reviewed and legally approved the modifications.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>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</p> <p>Funding Source <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? Click or tap here to enter text.</p>	

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?

N/A

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

N/A

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

N/A

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

N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AMENDED AND RESTATED INTERLOCAL)
CONSORTIUM AGREEMENT UNDER THE)
WORKFORCE INNOVATION AND)
OPPORTUNITY ACT OF 2014 BETWEEN)
SPOKANE COUNTY AND THE CITY OF)
SPOKANE)

RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“County”); and

WHEREAS, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, since June 13, 2000, the County of Spokane and the City of Spokane (“Parties”) have cooperated and worked together on workforce development. Through previous interlocal agreements, the Parties have established a Consortium called Spokane City-County Employment and Training Consortium. The geographic area of Spokane County has been designated by the Governor of the State of Washington as one of the State’s workforce development areas mandated by the Workforce Investment Act of 1998 (“WIA”) and subsequently the Workforce Innovation and Opportunity Act of 2014 (“WIOA”). The Parties collaborated on formation of the Spokane Area Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the WIA and WIOA as the workforce development board for the Spokane area; and

WHEREAS, the Parties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region; and

WHEREAS, the Parties previously terminated a June 13, 2000 Interlocal Agreement and the Spokane City-County Employment and Training Consortium set forth therein and executed a new document under Spokane County Resolution No. 13-0573 and City of Spokane Clerk’s File # OPR 2013-0448 entitled “INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, Washington” (“2013 ILA”) wherein they formed a new Spokane City-County Employment and Training Consortium to act as the local grant sub-recipient and fiscal agent for Workforce Investment Act funds. The Parties now desire to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) eliminating the requirement for a Youth Council in that it is not required under WIOA, and

- (iii) agreeing that the Consortium acknowledges that there is no conflict of interest between SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent

and in so doing execute a new document entitled "AMENDED AND RESTATED INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE", WASHINGTON" ("Agreement"). This Agreement will supersede and replace the 2013 ILA.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW, and Workforce Innovation and Opportunity Act of 2014, P. L. 113-128, 29 U.S.C. § 3101 et seq., that the Board, the Chair of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "AMENDED AND RESTATED INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, WASHINGTON" wherein the County of Spokane and City of Spokane will amend and restate that document executed under Spokane County Resolution No. 13-0573 and City of Spokane Clerk's File # OPR 2013-0448 entitled "INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, Washington ("2013 ILA") to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) eliminating the requirement for a Youth Council in that it is not required under WIOA, and
- (iii) agreeing that the Consortium acknowledges that there is no conflict of interest between SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent.

PASSED AND ADOPTED this 12th day of December, 2023.



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Koney
MARY L. KONEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

AMENDED AND RESTATED INTERLOCAL CONSORTIUM
AGREEMENT

UNDER THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

BETWEEN

SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE,
WASHINGTON

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter the "Agreement") is hereby made by and between the COUNTY OF SPOKANE, WASHINGTON, a political subdivision of the State of Washington, and the CITY OF SPOKANE, WASHINGTON, a municipal corporation, hereinafter referred to as the Parties.

WHEREAS, since June 13, 2000, the Parties have cooperated and worked together on workforce development. Through previous interlocal agreements, the Parties have established a Consortium, called Spokane City-County Employment and Training Consortium. The geographic area of Spokane County has been designated by the Governor of the State of Washington as one of the State's workforce development areas mandated by the Workforce Investment Act of 1998 and Workforce Innovation and Opportunity Act of 2014 ("WIOA"). The Parties collaborated on formation of the Spokane Area Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the Act as the workforce development board for the Spokane area.

WHEREAS, this Amended and Restated Agreement is made under the authority of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, which permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities.

WHEREAS, the Parties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region.

WHEREAS, the Parties previously terminated a June 13, 2000 Interlocal Agreement and the Spokane City-County Employment and Training Consortium set forth therein and executed a document under Spokane County Resolution No. 13-0573 and City of Spokane Clerk's File # OPR 2013-0448 entitled "INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT OF 1998 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE, Washington" ("2013 ILA") wherein they formed a new Spokane City-County Employment and Training Consortium to act as the local grant sub-recipient and fiscal agent for Workforce Investment Act funds. The Parties now desire to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) eliminating the requirement for a Youth Council in that it is not required under WIOA, and
- (iii) agreeing that the Consortium acknowledges that there is no conflict of interest between SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent

and in so doing execute a new document entitled "AMENDED AND RESTATED INTERLOCAL CONSORTIUM AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 BETWEEN SPOKANE COUNTY, WASHINGTON AND THE CITY OF SPOKANE", WASHINGTON" ("Agreement"). This Agreement supersedes and

replaces the 2013 ILA.

CHARTER

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act of 2014, P. L. 113-128, 29 U.S.C. § 3101 et seq., (WIOA) to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation; and

WHEREAS, the WIOA provides in 29 U.S.C. § 3102 (c)(1)(b) that in a case in which a local area includes more than 1 unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials (1) in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria established in the WIOA, and (2) in carrying out any other responsibilities assigned to such officials under the WIOA; and

WHEREAS, the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, the Interlocal Cooperation Act permits all powers, privileges, or authority exercised or capable of exercise by a public agency of this State to be exercised and enjoyed jointly with any other agency of this State having the same powers, privileges, or authority; and

WHEREAS, the County of Spokane and the City of Spokane desire hereby to form a consortium for the purpose of being a designated work force investment area; and

NOW THEREFORE, the County of Spokane and the City of Spokane hereby jointly establish a consortium under the Interlocal Cooperation Act to be governed by the following articles:

ARTICLE I

PURPOSE OF AGREEMENT – The County of Spokane (hereinafter COUNTY) and the City of Spokane (hereinafter CITY) hereby establish a consortium for the purpose of planning, establishing and operating a comprehensive employment and training system according to the provisions of the WIOA, and the Federal Regulations issued by the U.S. Secretary of Labor for the implementation of WIOA.

ARTICLE II

MEMBERSHIP - This organization shall be named the SPOKANE AREA CONSORTIUM (hereinafter Consortium) and shall consist of the following parties:

Spokane County

Spokane County Courthouse
Office of Board of County Commissioners
1116 West Broadway Avenue
Spokane, WA 99260-0100

City of Spokane
City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342

The mailing address of the Consortium shall be:

Spokane County
Board of County Commissioners
1116 West Broadway Avenue
Spokane, WA 99260-0100

ATTENTION: SPOKANE AREA CONSORTIUM

ARTICLE III

AREA AND POPULATION TO BE SERVED - The geographical area and population to be served shall consist of all areas and persons encompassed by the County of Spokane including the incorporated cities and towns therein.

ARTICLE IV

CERTIFICATION OF AUTHORITY - The Parties to this Agreement certify that they possess full legal authority, as provided by state and local statutes, charters, or ordinances to enter into this Agreement, to establish this Consortium, and to provide services under WIOA and the regulations.

ARTICLE V

POWERS, FUNCTIONS, AND RESPONSIBILITIES - The Consortium shall exercise such powers, functions, and responsibilities as necessary for the planning, establishing, and operating of a comprehensive employment and training system in accordance with WIOA and regulations promulgated to implement the WIOA.

ARTICLE VI

BOARD - There shall be a Consortium Board (hereinafter Board), which shall carry out all those functions and responsibilities necessary for operating the Consortium, that are not otherwise expressly delegated to other agencies, organizations, or individuals. The Board shall establish rules and procedures as necessary for conducting meetings, to include the following:

- a) Membership - The Board shall be composed of a total of three (3) members as

follows: 1) a Spokane County Commissioner as designated by the Spokane County Board of County Commissioners, 2) the Mayor of the City of Spokane, and 3) another individual employed by Spokane County designated by the Spokane County Board of County Commissioners.

b) Voting - Each member of the Board shall have one vote. All decisions of the Board shall be made by no less than a majority vote of the Board members attending a meeting where a quorum is present.

c) Quorum - A quorum of the Board shall consist of a total of not less than two of the three members.

d) Chair - The designated Spokane Commissioner on the Board shall be the Chair of the Board.

e) Chief Elected Official - The Chair of the Board shall also serve as local Chief Elected Official (CEO) to act as a liaison and conduct business on behalf of the Consortium.

g) Meetings - The Board shall meet at such times and places as may be designated by the Chair, provided that the Board shall meet at least once in each calendar year and as necessary to conduct the work of the Consortium. In the absence of the Chair, the Mayor shall serve as Chair pro tempore to preside for that meeting only.

h) Powers, Functions, and Responsibilities - It is expected that the powers, functions, and responsibilities of the Board, will be carried out in accordance with an agreement between the Consortium and the Spokane Area Workforce Development Council (hereinafter "SAWDC"), providing for the fiscal management and implementation of the WIOA programs by the SAWDC. Alternatively, the Consortium may contract with other eligible entities to carry out the WIOA programs, should the Consortium decide to withdraw some or all of its anticipated delegation of responsibilities from the SAWDC.

The following, however, will remain non-delegable responsibilities of the Consortium:

- 1) Approval of priorities, goals and objectives of the Consortium and the programs; and services to be operated by Consortium developed by the SAWDC.
- 2) Review and approval of comprehensive plans and modifications thereto.
- 3) Support the applications for funds to be submitted and all contracts and agreements related thereto with the United States Department of Labor, other Federal departments and agencies and other departments and agencies of state or local government as may be required.
- 4) Such other functions as may be deemed appropriate for the discharge of the Consortium's duties and responsibilities under law and regulations.

- 5) Appointment of all local SAWDC members pursuant to nomination and appointment processes established under WIA and regulations promulgated to accomplish the purposes of the WIOA.

ARTICLE VII

GRANT RECIPIENT AND ADMINISTRATIVE ENTITY - In accordance with an agreement between the SAWDC and the Consortium, the SAWDC is designated as the grant recipient, administrative and fiscal entity of the Consortium, and shall exercise such duties and responsibilities as prescribed by the agreement, in order to implement the WIOA, and regulations promulgated to accomplish the purposes of the WIOA. The Consortium acknowledges that there is no conflict of interest between the SAWDC acting on behalf of the Board of the SAWDC and serving as fiscal agent.

This designation includes authority to:

- a) Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington and the U.S. Department of Labor.
- b) Carry out all necessary functions for operation of the WIOA program including:
 - 1) Executing contracts, subgrants, and other necessary agreements authorized by the Board and the SAWDC.
 - 2) Employing administrative positions to assist in administering the programs authorized by the Grant Recipient.
 - 3) Developing an organization and staffing as authorized by the Grant Recipient.
 - 4) Developing procedures for program planning, operating, assessment and fiscal management; evaluating program performance; initiating necessary corrective action for subgrantees and subcontractors; determining whether there is a need to reallocate resources; and modifying grants. Such procedures shall be consistent with goals and policies developed by the Board and the SAWDC.

ARTICLE VIII

ALLOCATION AND MAINTENANCE OF FUNDS - All funds granted to the Consortium under WIOA or any other legislation shall be allocated and expended among the County and the City for programs and services for which they are intended according to State and Federal formulae, approved plans, grants, and all pertinent laws and regulations.

It is anticipated that most grant funds will be held by and implemented through the SAWDC or other designated entity. However, pursuant to RCW 39.34.030 (4)(b), should grant or other funds be required to be held by the Consortium itself, those funds shall be held in a separate "Operating

Fund of the Spokane Area Consortium" to be held on the Consortium's behalf by the County Treasurer of Spokane County.

ARTICLE IX

LIABILITY

- a) Prior Liability
The Parties to this Agreement agree that each party shall individually meet and assume all prior obligations and liabilities arising out of the operation of programs funded under WIA prior to July 1, 2013, and to hold harmless all other Parties from any such prior liability.

- b) Joint And Several Liability For Contract Oversight
Each party to this Agreement is responsible for the operation of this Consortium to provide services under WIOA and the regulations enacted thereto. The Parties shall be jointly and severally liable for debts, liabilities, defense of lawsuits, judgments, and obligations incurred by the Consortium which arise under this Agreement, WIOA and federal and state regulations, and with respect to the grants, contracts, or agreements administered thereto. As between the Parties, the County and the City shall each be equally liable for the Consortium's liabilities.

- c) Hold Harmless
Each party to this Agreement agrees to indemnify and hold harmless all other party to this Agreement, its elected officials, officers, agents, and employees for any claim, action, judgment, or lien for bodily injury or property damage occasioned by or arising out of the performance of this Agreement when the bodily injury or property damage is occasioned by the sole negligence of the indemnifying party, its elected officials, officers, agents, or employees. In the event of concurrent negligence of the Parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected officials and appointed officers, employees, and agents.

ARTICLE X

DURATION AND RENEWAL OF AGREEMENT

- a) The term of this Agreement shall take effect on July 1, 2023, and be in effect until terminated by the Parties.

- b) This Agreement may be amended from time to time by written agreement of the Parties to the Agreement.

- c) Each party hereto shall have the right to withdraw from this Consortium at any time, provided, that written notification of the party's intention to withdraw is provided to the other party at least 180 days prior to July 1st of any calendar year and the effective date of such withdrawal is July 1st, and provided further, that the withdrawal of a party does not relieve that party from individual or joint and several obligations it may have incurred during the time it remained a member of the Consortium.

- d) This Agreement may be executed by the Parties hereto in counterparts each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same. .
- e) If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XI

NON-DISCRIMINATION - The Consortium and each of the parties shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including the implementing regulations set forth at 29 CFR part 37 prohibiting discrimination based on race, ethnicity, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, sexual orientation, or participation in a Workforce Innovation and Opportunity Act financed program or activity. The Consortium and each of the parties shall also comply with the Washington Law Against Discrimination, chapter 49.60 RCW.

ARTICLE XII

FILING OF THE AGREEMENT— In accordance with RCW 39.34.040, copies of this Agreement shall be filed with the County Auditor of Spokane County or, alternatively, listed by subject on Spokane County’s web site or other electronically retrievable public source.

ARTICLE XIII

JURISDICTION - This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in Superior Court for Spokane County, Washington.

ARTICLE XIV

MISCELLANEOUS

- a) Articles: The article headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way to they purport to, and shall not be deemed to define, limit or extend the scope or intent of the Articles to which they pertain.
- b) Execution and Approval: The Parties warrant that the officers executing this Agreement have been duly authorized to act for and on behalf of the party for the purposes of confirming this Agreement.

- c) Compliance with Laws: The Parties shall observe all federal, state and local laws, ordinances and regulations to the extent that they may be applicable to the terms of this Agreement.
- d) Modification: This Agreement may be modified in writing by mutual written agreement of the Parties.
- e) Notice: All notices or other communications given hereunder shall be deemed given on : (i) the day such notice or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid address to the Parties at the addresses set forth in ARTICLE II, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.
- f) Assignment: No party may assign in whole or in part its interests in this Agreement except as provided for herein, without the written approval of the other party.
- g) Dispute Resolution: Any dispute between the Parties regarding this Agreement which cannot be resolved among or between the Parties shall be subject to arbitration. The dispute shall first be reduced to writing. If the Parties cannot resolve the dispute it will be submitted to arbitration. Except as provide for herein, the provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

Each party shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select an additional arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the Parties.

- h) Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Property acquired by the Consortium shall be divided equally.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 12.12.2023

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:



Ginna Vasquez
Ginna Vasquez
Clerk of the Board **23 - 0891**

Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

DATED: _____

CITY OF SPOKANE

By: _____

Its: _____

ATTEST:

Approved as to form:

City Clerk

Assistant City Attorney

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Commissioners

CONTACT PERSON: James Emacio

PHONE NUMBER: 509-477-2124

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

Regular Legislative Session Agenda

Clerk's Resolution No.	<u>23 - 0891</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	<u> </u>
Public Works No.	<u> </u>
Purchasing Dept. No.	<u> </u>

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item): In the matter of executing an amended and restated Interlocal Consortium Agreement under the Workforce Innovation and Opportunity Act of 2014 between Spokane County and the City of Spokane.

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity. WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium". Recently, as a result of an audit, the City and County were advised that they needed to modify the Consortium ILA in certain matters including:

1. changing reference from WIA to WIOA,
2. changing reference to various legal citations from the WIA citations to WIOA citations, and

3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO.

This item modifies the 2013 Consortium ILA consistent with the above 3 items.
The Executive Director of the WOIA Council is in agreement with the modifications.
The City of Spokane's legal council has reviewed and legally approved the modifications.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): N/A

REQUESTED BOARD ACTION (if any): Approve execution of amended and restated ILA between Spokane County and City of Spokane, creating Workforce Innovation and Opportunity Act Consortium Agreement.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: N/A

This Item will need to be codified in the Spokane County Code: No



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Consent

Date Rec'd

6/11/2024

Clerk's File #

OPR 2013-0449

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

COMMUNITY AND ECONOMIC

Bid #

Contact Name/Phone

STEVE X6835

Requisition #

Contact E-Mail

SMACDONALD@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

0750 - SAWDC ILA AMENDMENT – COUNTY 23-0890

Agenda Wording

Amendment to the City/County ILA regarding the Spokane Area Workforce Development Council

Summary (Background)

In the matter of executing an amended and restated interlocal agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium. Recently, as a result of an audit, the City and County were advised that they needed to modify the Council ILA in certain matters including:

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

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

1. changing reference from WIA to WIOA, 2. changing reference to various legal citations from the WIA citations to WIOA citations, and 3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SA WDC's CEO. This item modifies the 2013 Council ILA consistent with the above 3 items. The Executive Director of the WOIA Council is in agreement with the modifications. The City of Spokane's legal council has reviewed and legally approved the modifications.

Approvals		Additional Approvals	
<u>Dept Head</u>	MACDONALD, STEVEN		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

Mark Mattke <mmattke@spokaneworkforce.org>	smacdonald@spokanecity.org
sbishop@spokanecity.org	lbeattie@spokanecity.org
tpfister@spokanecity.org	jemacio@spokanecounty.org
gvasquez@spokanecounty.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	June 10, 2024
Submitting Department	Community & Economic Development
Contact Name	Steve MacDonald
Contact Email & Phone	smacdonald@spokanecity.org / x6835
Council Sponsor(s)	<u>CMs Zappone, Bingle, & Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane Area Workforce Development Council ILA AMENDMENT – COUNTY 23-0890
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In the matter of executing an amended and restated interlocal agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium.</p> <p>The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity. WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium" ILA. The City of Spokane and Spokane County also executed an ILA in 2013 identified as the "Council" ILA. The Council ILA created a non-profit corporation to carry out responsibilities of the Consortium. Recently, as a result of an audit, the City and County were advised that they needed to modify the Council ILA in certain matters including:</p> <ol style="list-style-type: none"> 1. changing reference from WIA to WIOA, 2. changing reference to various legal citations from the WIA citations to WIOA citations, and 3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SA WDC's CEO. <p>This item modifies the 2013 Council ILA consistent with the above 3 items. The Executive Director of the WOIA Council is in agreement with the modifications.</p> <p>The City of Spokane's legal counsel has reviewed and legally approved the modifications.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	

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: 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?

N/A

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

N/A

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

N/A

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

N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AMENDED AND RESTATED INTERLOCAL)
AGREEMENT BETWEEN SPOKANE)
COUNTY AND CITY OF SPOKANE TO)
ESTABLISH THE SPOKANE AREA)
WORKFORCE DEVELOPMENT COUNCIL AS)
A WASHINGTON NON-PROFIT)
CORPORATION AND TO DESIGNATE THE)
SPOKANE AREA WORKFORCE)
DEVELOPMENT COUNCIL AS THE FISCAL)
AND ADMINISTRATIVE AGENT OF THE)
SPOKANE AREA CONSORTIUM)

RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“County”); and

WHEREAS, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act, P. L. 113-128, 29 U.S.C. §3101 et seq., (“WIOA”) to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation; and

WHEREAS, the Spokane County and the City of Spokane constitute a jurisdiction as a Workforce Development Area (Workforce Development Area XII) pursuant to the Governor's approval; and

WHEREAS, 29 U.S.C. § 3102 (c)(b)(i) of the WIOA provides that in a case in which a local area includes more than 1 unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials (I) in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria established in the WIOA, and (II) in carrying out any other responsibilities assigned to such officials under the WIOA; and

WHEREAS, chapter 39.34 RCW permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, by interlocal agreement, the County of Spokane (hereinafter the “County”) and the City of Spokane (hereinafter the “City”) have formed the Spokane Area Consortium (“Consortium”) to oversee workforce activities; and

WHEREAS, the WIOA requires the establishment of a Workforce Development Council to provide policy guidance and oversight with respect to various matters including a local four year strategic and operational plan for the local Workforce Development Area; and

WHEREAS, the County under Resolution No. 2013-0572 and the City under Clerks File # OPR 2013-0449 executed a document entitled “INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM” (“2013 ILA”) wherein they agreed that in order to jointly implement and operate workforce investment activities and in order to allow the Spokane Area Workforce Development Council to receive tax exempt funds from sources other than the federal government, it was appropriate to form the Spokane Area Workforce Development Council as a non-profit corporation. The County and City now desire to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) changing reference to various legal citations from the WIA citations to WIOA citations, and
- (iii) eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC’s CEO.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW, and Workforce Innovation and Opportunity Act of 2014, P. L. 113-128, 29 U.S.C. § 3101 et seq., that the Board, the Chair of the Board or a majority of the Board be and is hereby authorized to execute that document entitled “AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM” (“2013 ILA”) wherein the County of Spokane and City of Spokane will amend and restate that document executed under Spokane County Resolution No. 13-0572 and City of Spokane Clerk’s File # OPR 2013-0449 entitled INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM” (“2013 ILA”) to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) changing reference to various legal citations from the WIA citations to WIOA citations, and
- (iii) eliminating the requirement that the Consortium approve or reject the

recommendation of the board of directors for employment or termination of the SAWDC's CEO.

PASSED AND ADOPTED this 12^m day of December, 2023.



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

AMENDED AND RESTATED INTERLOCAL AGREEMENT

BETWEEN

SPOKANE COUNTY, WASHINGTON
and
CITY OF SPOKANE, WASHINGTON

TO ESTABLISH THE

SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL
AS A
WASHINGTON NON-PROFIT CORPORATION

AND TO DESIGNATE THE
SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL
AS THE FISCAL AND ADMINISTRATIVE AGENT OF
THE SPOKANE AREA CONSORTIUM

WHEREAS, the Congress of the United States has enacted the Workforce Innovation and Opportunity Act, P. L. 113-128, 29 U.S.C. §3101 et, seq., (“WIOA”) to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation; and

WHEREAS, the County of Spokane and the City of Spokane constitute a jurisdiction as a Workforce Development Area (Workforce Development Area XII) pursuant to the Governor's approval; and

WHEREAS, the WIOA provides in 29 U.S.C. § 3102 (c)(b)(i) that in a case in which a local area includes more than 1 unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials (I) in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria established in the WIOA, and (II) in carrying out any other responsibilities assigned to such officials under the WIOA; and

WHEREAS, the Interlocal Cooperation Act of 1967, chapter 39.34, RCW, permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, by interlocal agreement, the County of Spokane (hereinafter the "COUNTY") and the City of Spokane (hereinafter the "CITY") have formed the Spokane Area Consortium ("Consortium") to oversee workforce activities; and

WHEREAS, the WIOA requires the establishment of a Workforce Development Council to provide policy guidance and oversight with respect to a local four year strategic and operational plan for the local Workforce Development Area; and

WHEREAS, RCW 39.34.030(3)(b) provides that public agencies are authorized to create a non-profit corporation comprised only of public agencies for the purpose of implementing the county's and city's activities through a joint undertaking; and

WHEREAS, the COUNTY under Resolution No. 2013-0572 and the CITY under OPR 2013-0449 executed a document entitled "INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE SPOKANE AREA CONSORTIUM" ("2013 ILA") wherein they agreed that in order to jointly implement and operate workforce investment activities and in order to allow the Spokane Area Workforce Development Council to receive tax exempt funds from sources other than the federal government, it was appropriate to form the Spokane Area Workforce Development Council as a non-profit corporation. The COUNTY and CITY desire to amend and restate the 2013 ILA to address various matters, including but not limited to:

- (i) changing reference from WIA to WIOA,
- (ii) changing reference to various legal citations from the WIA citations to WIOA citations, and
- (iii) eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO.

NOW, THEREFORE, the County of Spokane and the City of Spokane do hereby amend and restate that document entitled "INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, WASHINGTON and CITY OF SPOKANE, WASHINGTON TO ESTABLISH THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS A WASHINGTON NON-PROFIT CORPORATION AND TO DESIGNATE THE SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL AS THE FISCAL AND ADMINISTRATIVE AGENT OF THE

SPOKANE AREA CONSORTIUM” executed under Resolution No. 2013-0572 and Clerk’s File No. OPR 2013-0449 respectively to authorize the establishment of the Spokane Area Workforce Development Council as a non-profit corporation under the laws of the State of Washington, and designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium as follows:

I. FORMATION OF A NON-PROFIT CORPORATION

- A. The Spokane Area Workforce Development Council shall be incorporated pursuant to the authority provided in RCW 39.34.030(3)(b) as a Washington non-profit corporation known as the Spokane Area Workforce Development Council ("SAWDC").
- B. The County of Spokane and the City of Spokane, acting through the Consortium, shall be the only members of the SAWDC.
- C. The COUNTY and CITY shall fulfill their responsibilities as members of the SAWDC through the Consortium, previously established by interlocal agreement between the COUNTY and CITY.

II. POWERS OF THE MEMBERS

A. Operational Responsibilities

The COUNTY and CITY, acting through the Consortium shall:

- 1. assume fiduciary responsibility for WIOA funding as designated by the State of Washington;
- 2. approve the articles of incorporation and the bylaws of SAWDC;
- 3. appoint one representative each, which may include an alternate, to sit on the board of directors of the SAWDC;
- 4. appoint the members of the Full Council of SAWDC from whom the members of the board of directors are selected pursuant to nomination and appointment processes established under WIOA and regulations promulgated thereunder, and in accordance with the nomination process prescribed by the SAWDC bylaws;
- 5. approve the SAWDC's four-year strategic and operational plan;
- 6. make recommendations on and approve the SAWDC's selection of workforce service providers; and

7. attend meetings of the SAWDC, as provided in section VII below.

B. Corrective Action

The COUNTY and CITY, acting through the Consortium shall have the power to resolve differences with the SAWDC and ultimately dissolve the corporation pursuant to the procedures set forth in section VIII below.

III. RESPONSIBILITIES OF THE SAWDC

- A. SAWDC shall develop, pursuant to the regulations of WIOA, and in compliance with the requirements established by the Governor of the State of Washington, the four-year local strategic and operational plan for review and concurrence by the Consortium. Upon the approval and signatures of the Chair of the SAWDC board of directors and the Chief Elected Official (CEO) of the Consortium, the four-year strategic and operational plan will be submitted to the Governor of the State of Washington for approval.
- B. SAWDC shall comply with the Workforce Innovation and Opportunity Act, referred to as the WIOA, Public Law 113-128, 29 U.S.C. § 3101 et seq., and federal rules and regulations (20 CFR Part 651), (WIOA Title III) and its regulations; the Wagner-Peyser Act as amended and applicable; and other applicable Federal laws and regulations; and the implementing State of Washington provisions, as issued, for counties comprising "Workforce Development Areas" under PL113-128.
- C. SAWDC shall, with the concurrence of the Consortium, develop annual budgets for itself and for the programs as described in the four-year strategic and operational plan and pursuant to the WIOA.
- D. SAWDC shall provide policy guidance and direction on all matters pertaining to the provision of services under the WIOA.
- E. SAWDC will monitor and evaluate the training programs operated within the Workforce Development Area and in a timely manner distribute reports regarding same to the Consortium and otherwise as required by the WIOA.
- F. SAWDC shall provide the Consortium with copies of all reports provided to the full Board of Directors of the SAWDC.
- G. The SAWDC board of directors shall oversee the Annual Budget, and will provide guidance and supervision to the CEO, who in turn shall employ and set working conditions for SAWDC staff.
- H. SAWDC shall select workforce service providers and training providers as appropriate to

carry out the purposes of the WIOA and according to the procedures set forth in the four-year strategic and operational plan.

- I. SAWDC shall solicit the input and participation of the local business community in the provision of program services to eligible residents of the Workforce Development Area.
- J. SAWDC shall notify the Consortium prior to making application for grant funding available to the SAWDC as the Consortium's designee under the WIOA, and provide copies of all grant applications/awards to the Consortium upon submission/receipt from the funding agency.
- I. SAWDC may solicit and accept grants and donations from sources other than Federal funds.
- J. SAWDC shall assist the Governor in developing statewide employment statistics.
- K. SAWDC shall procure and maintain fixed assets and expendable supplies necessary for program operation.
- L. SAWDC shall collect and expend income generated by program activities pursuant to 29 CFR 97.25 and 2CFR part 200, subpart F.
- M. SAWDC shall procure audits of funds as required under the WIOA and shall resolve any questions arising from these audits.
- N. SAWDC shall develop and manage a system to hear and resolve grievances brought by participants, vendors, and other interested parties as required by the WIOA.
- O. Any and all documents which SAWDC is required to provide to the Consortium shall be directed to:

Spokane Area Consortium
c/o Spokane County Grants Administrator
West 1116 Broadway Avenue
Spokane, Washington 99260

Email submission are acceptable and SAWDC shall confirm the email address of the Grants Administrator prior to submission.

IV. DESIGNATION OF THE SAWDC AS FISCAL AGENT

A. Designation of Local Grant Recipient and Local Fiscal Agent

In accordance with Section 107(d)(12)(B)(I)(II) of the WIOA, and in accordance with the Interlocal Cooperation Act of 1967 (chapter 39.34 RCW) the SAWDC is designated as the local grant recipient and local fiscal agent. The SAWDC shall perform all of the functions assigned by the WIOA to the local grant sub-recipient and local fiscal agent. This designation is effective July 1, 2023 and shall be in force unless terminated or revised according to provisions section IV. B below.

B. Withdrawal of Designations

1. Local fiscal agent

The Consortium retains the right in its sole discretion to withdraw the designation of the SAWDC as local fiscal agent if the Consortium determines that a breach of this designation has occurred and the Consortium has exercised due process to resolve the matter formally by following the Corrective Action producers set forth in section VIII, below, before withdrawing the designation as fiscal agent. Upon such withdrawal, the Consortium shall assume all duties of the SAWDC as local fiscal agent until such time as it designates another entity to act on behalf of the Consortium, and the Consortium shall indemnify and hold harmless the SAWDC for the Consortium's negligent acts or omissions after the effective date of withdrawal.

The COUNTY, the CITY, and the SAWDC agree that all assets, if any, purchased using WIOA funds and held by either the COUNTY, the CITY, or the SAWDC shall be transferred to the Spokane Area Workforce Development Council organized as a non-profit corporation as described herein for its use as long as the Council continues to act as the fiscal agent and grant recipient of WIOA funds for the Consortium. Should the Council become decertified or designation be withdrawn under this Agreement, all assets will become the property of the Consortium unless the Parties agree otherwise. Assets, if any, to be transferred are identified in Attachment A.

2. Local grant recipient

The Consortium retains the right in its sole discretion to withdraw the designation of the SAWDC as local grant recipient if the Consortium determines that a breach of this designation has occurred and the Consortium has exercised due process to resolve the matter formally by following the Corrective Action producers set forth in section VIII, below, before withdrawing the designation as local grant recipient. Upon withdrawal of designation of the SAWDC as local grant recipient, the Consortium shall assume all duties of the SAWDC as local grant recipient, including but not limited to all contractual obligations that the SAWDC has

undertaken as local grant recipient, until such time as it designates another entity to act on behalf of the Consortium, and the Consortium shall indemnify and hold harmless the SAWDC for the Consortium's negligent acts or omissions after the effective date of withdrawal.

C. Adoption of the WIOA Strategic and Operations Plans

The SAWDC shall provide the Consortium with a copy of the draft plan when it is sent out for public comment, and a copy of all proposed or adopted changes to the plans. The SAWDC shall also provide the Consortium with a copy of the final, proposed annual plan no later than 15 days before the date of the required submittal to the State.

D. Adoption and Administration of the WIOA Budget

1. At the beginning of the SAWDC's fiscal year, the SAWDC shall provide the Consortium a proposed WIOA annual budget for comment. The SAWDC shall apply the grant funds received under the WIOA in accordance with the approved budget, together with any changes requested by the Consortium and adopted by the SAWDC.
2. The SAWDC shall notify the Consortium prior to filing any application for a grant that is available to the SAWDC as the Consortium's designee under the WIOA. This notification shall be provided in writing. A copy of the full application shall be provided upon submission to the funder.

DI. Independent Audit

Once per fiscal year, the SAWDC shall have an independent audit conducted by the Washington State Auditor's Office of its financial statement and condition. The audit shall comply with the requirements of GAAS (general accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR 200, subpart F as amended, and as applicable. The SAWDC shall provide a copy of the audit report to the Consortium no later than six months after the end of the SAWDC's fiscal year. The SAWDC shall provide to the Consortium its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the SAWDC shall provide to the Consortium copies of those communications and the SAWDC's response and corrective action plan.

DII. Deposit and Disbursement of WIOA funds

All funds made available to the Local Area pursuant to the WIOA and other federal or

state programs overseen by the Consortium and SAWDC shall be deposited into an account or accounts created and maintained by the SAWDC. All funds shall be deposited in an institution that is guaranteed by the FDIC or FSLIC. The SAWDC will disburse all funds for workforce investment activities in accordance with the requirements of the WIOA.

DIII. Copies of Reports

The SAWDC shall provide the Consortium with copies of all reports that the SAWDC provides to the full Board of the SAWDC and all other reports that the Consortium may request in writing with reasonable, advance notification.

H. Maintenance of Records

1. The SAWDC shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the Consortium to ensure proper accounting for all WIOA and other federal or state funds overseen by the Consortium and SAWDC and in compliance with this designation.
2. These records shall be maintained for a period of six (6) years after termination of this designation unless permission to destroy them is granted by the office of the Archivist in accordance with chapter 40.14 RCW.

V. INDEMNIFICATION AND INSURANCE

- A. SAWDC agrees to defend, indemnify and hold the Consortium, COUNTY, and CITY harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, and/or resulting from, an error, omission or negligent act of SAWDC performed under this Agreement by SAWDC, its agents or employees to the fullest extent permitted by law. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Consortium and/or COUNTY and/or CITY, its agents or employees. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Consortium, COUNTY and CITY, its agents or employees, and SAWDC, its agents or employees shall apply only to the extent of negligence of SAWDC or its agents or employees. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless shall include, as to all claims, demands, losses and liability to which it applies, the Consortium's, COUNTY'S and CITY'S personnel-related costs, reasonable

attorney's fees, court costs and all other claim-related expenses. SAWDC further agrees that this duty to indemnify Consortium, COUNTY and CITY applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of SAWDC for liability for injuries to SAWDC's workers and employees, and SAWDC hereby waives any such immunity for the purpose of this duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless.

B. The SAWDC shall procure and maintain for the duration of this Agreement, insurance as specified in Attachment B.

VI. NON-DISCRIMINATION AND CONFLICT OF INTEREST

- A. The SAWDC shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to non-discrimination.
- B. The SAWDC shall comply with the conflict of interest provisions of the WIOA.

VII. CONSORTIUM PARTICIPATION IN SAWDC ACTIVITIES

The Consortium and its representatives are entitled to attend all meetings of the SAWDC including but not limited to the full SAWDC, the Executive Committee and all committees and workgroups, provided that the SAWDC may exclude the Consortium and its representatives from any portion of a meeting regarding relations with the Consortium or a dispute arising between the SAWDC and the Consortium. The Consortium and its representatives shall have the right to speak and to make written comments, but shall not have a vote, at SAWDC meetings.

VIII. CORRECTIVE ACTION

- A. If the Consortium determines that a breach of the conditions of the formation of the SAWDC as a non-profit corporation or designation of the SAWDC as the Consortium's fiscal and administrative agent has occurred that may be sufficient to cause the Consortium to revoke the SAWDC's designation as local grant sub-recipient, or to dissolve the non-profit corporation, the Consortium shall first attempt to resolve the matter informally by orally notifying the Chair of the Board of the SAWDC of the alleged breach, and then scheduling a meeting to discuss and attempt to resolve the matter.
- B. If the Consortium is not satisfied with the informal resolution process, it shall notify the SAWDC in writing of the specific nature of the breach, and the SAWDC shall respond in writing within ten (10) business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for

coming into compliance, which date shall not be more than fifteen (15) business days from the date of the SAWDC's response, unless the Consortium in its sole discretion grants in writing an extension of the number of days to complete the corrective action plan.

- C. The Consortium will notify the SAWDC in writing of the Consortium's determination as to the sufficiency of the SAWDC's corrective action plan, which determination of sufficiency shall be at the sole discretion of the Consortium. If the Consortium notifies the SAWDC that the correction action plan is insufficient or has not been completed, within fifteen (15) business days of said notification, an in-person meeting shall be held between the Consortium and representatives of the Board of the SAWDC to discuss and attempt to resolve the dispute. In the event that the SAWDC does not respond within the appropriate time with a corrective action plan, or the SAWDC's corrective action plan is determined by the Consortium to remain insufficient following the in-person meeting, the Consortium may revoke its designation of local grant sub-recipient, or act to dissolve the non-profit corporation, by giving at least thirty (30) business days' written notice to the SAWDC.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 12.13.2023

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board **23-0890**

Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

DATED: _____

CITY OF SPOKANE

By: _____

Its: _____

ATTEST:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane Area Workforce Development Council

By: _____

Its: _____

ATTACHMENT A

ATTACHMENT A – FIXED ASSETS

There are no fixed assets to transfer between the City of Spokane and SAWDC.

ATTACHMENT B

ATTACHMENT B - INSURANCE REQUIREMENTS

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

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

3. SAWDC shall not commence work until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the COUNTY and CITY and filed with the COUNTY and CITY. Upon request, SAWDC shall forward to the COUNTY and/or CITY the original policy, or endorsement obtained, to SAWDC's policy currently in force.

4. Failure of SAWDC to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of the Agreement withdrawal of designation as provided for in Section IV B.

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

6. Insurance requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under RCW 48.62.031. For Claims submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against SAWDC, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which SAWDC and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or SAWDC.

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

7.1. GENERAL LIABILITY INSURANCE: SAWDC shall have Commercial General Liability with limits of \$999,999.99 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and errors and omissions for their Board officers and directors.

Additional Insured Endorsement: General Liability Insurance must state that the COUNTY and CITY, their officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used **“The COUNTY, CITY and their Officers, Agents And Employees Are Named Additional Insured.”**

7.2. PROOF OF AUTOMOBILE INSURANCE: SAWDC shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$999,999.99 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the COUNTY and CITY.

7.3. WORKERS COMPENSATION: When SAWDC has employees of the organization, SAWDC shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State with limits of \$1,000,000.00. Proof of insurance shall be reflected on SAWDC's Certificate of Insurance or by providing SAWDC's State Industrial Account Identification Number.

7.4 CRIME/EMPLOYEE DISHONEST: SAWDC shall carry Crime/Employee dishonesty liability coverage with a minimum policy coverage limit in the amount of \$999,999.00 per occurrence.

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Commissioners

CONTACT PERSON: James Emacio

PHONE NUMBER: 509-477-2124

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

Regular Legislative Session Agenda

Clerk's Resolution No.	<u>23 - 0890</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	<u> </u>
Public Works No.	<u> </u>
Purchasing Dept. No.	<u> </u>

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item): In the matter of executing an amended and restated interlocal agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium.

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): The 2014 Workforce Innovation & Opportunity Act (WIOA) provides Workforce Investment Act resources to local entities to improve the quality of their workforce, reduce welfare dependency, and enhance productivity. WIOA required the City of Spokane and Spokane County to enter into an ILA setting forth their respective responsibilities. The City and County executed an ILA in 2013 identified as the "Consortium" ILA. The City of Spokane and Spokane County also executed an ILA in 2013 identified as the "Council" ILA. The Council ILA created a non-profit corporation to carry out responsibilities of the Consortium. Recently, as a result of an audit, the City and County were advised that they needed to modify the Council ILA in certain matters including:

1. changing reference from WIA to WIOA,
2. changing reference to various legal citations from the WIA citations to WIOA citations, and

3. eliminating the requirement that the Consortium approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO.

This item modifies the 2013 Council ILA consistent with the above 3 items.

The Executive Director of the WOIA Council is in agreement with the modifications.

The City of Spokane's legal council has reviewed and legally approved the modifications.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): N/A

REQUESTED BOARD ACTION (if any): Approve Resolution authorizing execution of amended and restated Consortium ILA between City of Spokane and Spoiane County.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: N/A

This Item will need to be codified in the Spokane County Code: No

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 06/10/2024**Committee Agenda type:** Consent**Date Rec'd**

6/6/2024

Clerk's File #

OPR 2023-0701

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

ADAM 6294

Requisition #**Contact E-Mail**

ASCHOOLEY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680- 2023-2025 DEPT OF COMMERCE SUPPLEMENTAL OPERATING BUDGET

Agenda Wording

CHHS requests permission to accept the 2023-2025 Supplemental Operating Budget that has been granted to the city by the Department of Commerce.

Summary (Background)

CHHS has been awarded \$9,100,203.00 through the Department of Commerce Emergency Housing Funds to be disbursed to qualifying projects. The purpose of this grant is to maintain current levels of emergency housing services and homeless subsidies.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 9,100,203.00

Current Year Cost \$ 3,934,639.00

Subsequent Year(s) Cost \$

Narrative

Inflation Increase and Local DRF Support funds will be added to existing budget categories. Please note that Inflation Increase 2024 funds must be spent out by June 30, 2024.

Amount**Budget Account**

Neutral \$ 383,410.00 # 1540-95661-99999-33442-99999

Neutral \$ 695,660.00 # 1540-95662-99999-33442-99999

Neutral \$ 4,021,133.00 # 1540-95660-99999-33442-99999

Neutral \$ 4,000,000.00 # 1540-95571-99999-33442-99999

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GBYRD
<u>Division Director</u>	GBYRD
<u>Accounting Manager</u>	GBYRD
<u>Legal</u>	GBYRD
<u>For the Mayor</u>	GBYRD

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

aschooley@spokanecity.org	sbrown@spokanecity.org
arielleanderson@spokanecity.org	dkinder@spokanecity.org
dnorman@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	June 10 th , 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Adam Schooley
Contact Email & Phone	aschooley@spokanecity.org
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1680 - 2023-2025 Department of Commerce Supplemental Operating Budget
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>CHHS requests permission to accept the 2023-2025 Supplemental Operating Budget that has been granted to the city by the Department of Commerce. These include funds that will be added to existing CHG contracts. The City of Spokane Community, Housing, and Human Services will receive \$9,100,203.00 in funds for the specified state fiscal years. The purpose of this grant is to maintain current levels of emergency housing services, homeless subsidies, and shelter bed space.</p> <p>The additional CHG/SDG funds will be added to the new budget category, "Additional CHG SFY 25". These funds can be expended on any activity that is allowable under CHG, including the standard 15% of the award for administrative costs.</p> <p>Inflation Increase and Local DRF Support funds will be added to existing budget categories. Please note that Inflation Increase 2024 funds must be spent out by June 30, 2024.</p> <p>SFY 2025 funds will not be available for use until July 1, 2024.</p> <p>Current Emergency Housing Funds (EHF) contracts end June 30, 2024. Unspent funds will not roll over into new contracts. SFY 2025 EHF funds will be added to CHG contracts and funds will be available starting July 1, 2024.</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: **\$9,100,203.00**

Current year cost: \$3,934,639.00

Subsequent year(s) cost: N/A

Narrative:

	CHG/SDG 2025 (July 1, 2024 – June 30, 2025)	Inflation Increase 2024 (April 1, 2024 – June 30, 2024)	Inflation Increase 2025 (July 1, 2024 – June 30, 2025)	Local DRF Support 2025 (July 1, 2024 – June 30, 2025)	Emergency Housing Funds 2025 (July 1, 2024 – June 30, 2025)	Amendments Total
Grantee						
City of Spokane CHHS	\$4,000,000	\$191,705	\$191,705	\$695,660	\$4,021,133	\$9,100,203

The city of Spokane Community, Housing, and Human Services will receive funds in the above budget categories for July 1st, 2024-June 30th, 2025.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? The department of commerce has reported this is a temporary funding source dedicated to keeping shelter and emergency beds that were added during the covid-19 pandemic from closing or being reduced.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) This is not revenue generating nore require match.

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

What impacts would the proposal have on historically excluded communities? These funds would help to keep current emergency shelter spaces open and available for use as well as work to maintain current levels of emergency housing services and homeless subsidies. This funding would serve homeless and at risk of becoming homeless populations.

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

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

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the 5-year strategy to end homelessness.



**Washington State Department of Commerce
Housing Division
Homelessness Assistance Unit
System Demonstration Grant (SDG)**

DS
KD

1. Contractor City of Spokane, Community Housing & Human Services 808 W. Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Adam Schooley Program Manager (509) 625-6053 aschooley@spokanecity.org		4. COMMERCE Representative Leeanne Montoya Housing Contract Manager (564) 233-5700 Leeanne.montoya@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$15,820,937.00	6. Amendment Amount \$9,100,203.00	7. New Contract Amount \$24,921,140.00	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date April 1, 2024 (SFY 2024 funding) July 1, 2025 (SFY 2025 funding)	10. Amendment End Date June 30, 2025
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: <ul style="list-style-type: none"> Adds SFY 24 and SFY 25 "Inflation Increase" funds, SFY 25 "CHG /SDG Standard" funds, and SFY 25 "Local DRF Support" funds. Funds must be prioritized for existing programs and grantees must affirmatively communicate with the largest city to understand what existing programs are experiencing a shortfall. SFY 24 funds are available April 1, 2024 and must be spent by June 30, 2024. SFY 25 funds are available July 1, 2024 and must be spent by June 30, 2025. 			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Attachment "A" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<p>FOR GRANTEE</p> <p>_____ Mayor Lisa Brown</p> <p>_____ Date</p>	<p>FOR COMMERCE</p> <p>_____ Corina Grigoras, Assistant Director Housing Division</p> <p>_____ Date</p> <p>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</p>
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DS
KK

Amendment

This Contract is **amended** as follows:

Attachment A Budget

Budget Categories	Current Contract Amount (and any previous amendments and revisions)	Amendment A	New Total
SDG			
Admin	\$222,488.00		\$222,488.00
Rent	\$654,111.00		\$654,111.00
Operations	\$874,681.00		\$874,681.00
CHG/SDG FY 2025 Supplemental funds	\$0.00	\$4,000,000.00	\$4,000,000.00
PSH CHF			
PSH CHF Rent / Fac Support	\$247,952.00		\$247,952.00
PSH CHF Operations	\$114,068.00		\$114,068.00
HEN (SFY 2024)			
HEN Admin 2024	\$265,284.00		\$265,284.00
HEN Rent/Fac Support 2024	\$1,926,469.92		\$1,926,469.92
HEN Operations 2024	\$1,598,036.08		\$1,598,036.08
HEN (SFY 2025)			
HEN Admin 2025	\$265,284.00		\$265,284.00
HEN Rent/Fac Support 2025	\$1,653,988.00		\$1,653,988.00
HEN Operations 2025	\$1,870,518.00		\$1,870,518.00
Eviction Prevention (SFY 23, 24, and 25)			
Eviction Prevention Admin	\$865,099.00		\$865,099.00
Eviction Prevention Rent	\$993,000.00		\$993,000.00
Eviction Prevention Operations	\$1,604,000.00		\$1,604,000.00
HEN FCS Bridge (SFY 2024)			
HEN FCS Bridge Admin 2024	\$15,072.00		\$15,072.00
HEN FCS Bridge Rent 2024	\$38,212.00		\$38,212.00
HEN FCS Bridge Operations 2024	\$162,038.00		\$162,038.00
HEN FCS Bridge (SFY 2025)			
HEN FCS Bridge Admin 2025	\$15,072.00		\$15,072.00
HEN FCS Bridge Rent 2025	\$95,692.00		\$95,692.00
HEN FCS Bridge Operations 2025	\$104,558.00		\$104,558.00
Inflation Increase (SFY 2024 and SFY 2025)			
Inflation Increase 2024	\$892,263.00	\$191,705.00	\$1,083,968.00
Inflationary Costs 2025	\$892,263.00	\$191,705.00	\$1,083,968.00
Local Document Recording Fees Support (SFY 2024 and SFY 2025)			
Local DRF Support 2024	\$225,394.00		\$225,394.00
Local DRF Support 2025	\$225,394.00	\$695,660.00	\$921,054.00
Emergency Housing Funds (SFY 2025)			

Amendment

EHF FY 25 Admin	\$0.00	\$524,495.00	\$524,495.00
EHF FY 25 Facility	\$0.00	\$641,955.00	\$641,955.00
EHF FY 25 Operations	\$0.00	\$2,844,027.00	\$2,844,027.00
EHF FY 25 Rent Assistance	\$0.00	\$10,656.00	\$10,656.00
Total	\$15,820,937.00	\$9,100,203.00	\$24,921,140.00

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT

Certificate Of Completion

Envelope Id: 9FD045BAEC414DDB83B4E47BF33BBE13	Status: Completed
Subject: Complete with DocuSign: Supplemental Amendment_A_Spokane City .docx	
Division:	
Community Services and Housing	
Program: SDG	
ContractNumber: 24-46108-30	
DocumentType:	
Contract Amendment	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 2	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Leeanne Montoya
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	leeanne.montoya@commerce.wa.gov
	IP Address: 147.55.149.157

Record Tracking

Status: Original	Holder: Leeanne Montoya	Location: DocuSign
6/4/2024 11:20:18 AM	leeanne.montoya@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Kathryn Dodge
 kathryn.dodge@commerce.wa.gov
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 147.55.134.1

Timestamp

Sent: 6/4/2024 11:21:31 AM
 Viewed: 6/4/2024 11:33:03 AM
 Signed: 6/4/2024 11:33:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kathy Kinard
 Kathy.Kinard@commerce.wa.gov
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 198.239.10.171

Sent: 6/4/2024 11:33:50 AM
 Viewed: 6/4/2024 12:43:19 PM
 Signed: 6/4/2024 12:49:20 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp


Witness Events	Signature	Timestamp
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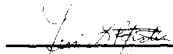
Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/4/2024 11:21:31 AM
Certified Delivered	Security Checked	6/4/2024 12:43:19 PM
Signing Complete	Security Checked	6/4/2024 12:49:20 PM
Completed	Security Checked	6/4/2024 12:49:20 PM

Payment Events	Status	Timestamps
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 Agenda Sheet for City Council Meeting of: 07/24/2023		Date Rec'd	7/11/2023
		Clerk's File #	OPR 2023-0701
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	JENN 6055	Project #	
Contact E-Mail	JCERECEDES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1680 - COMMERCE SDG GRANT ACCEPTANCE		
Agenda Wording			
Accept \$15,820,937 from the Department of Commerce for System Demonstration Grant for the next 2-year cycle.			
Summary (Background)			
CHHS requests permission to receive these funds from the Department of Commerce. The majority of these funds have already been allocated through the 5 year awards and the current eviction prevention NOFA. The next round of our HHOS grant which will begin in July of 2024 will encapsulate the balance of these funds through an RFP which will go out in Fall of 2023.			
Lease? NO	Grant related? YES	Public Works? NO	
Fiscal Impact		Budget Account	
Revenue	\$ 1,751,280	#	1540-95571-654xx-5xxxx-99999
Expense	\$ 1,751,280	#	1540-95571-99999-33442-99999
Revenue	\$ 362,020	#	1540-95571-65xxx-5xxxx-99999
Expense	\$ 362,020	#	1540-95571-99999-33442-99999
Approvals		Council Notifications	
Dept Head	CERECEDES, JENNIFER	Study Session\Other	7/10 UE
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	CM Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON,	jcerecedes@spokanecity.org	
For the Mayor	JONES, GARRETT	chhsgrants@spokanecity.org	
Additional Approvals		chhsaccounting@spokanecity.org	
Purchasing		kclifton@spokanecity.org	
ACCOUNTING -	MURRAY, MICHELLE		
Approved by Spokane City Council on: 7/24/2023			



City Clerk



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Revenue **\$ 3,789,840** each year

Expense **\$ 3,789,840**

Budget Account

1540-95572-654xx-5xxxx-99999

1540-95572-99999-33442-99999

Distribution List

Distribution List	

Continuation of Wording, Summary and Distribution

Agenda Item Name: |1680 - COMMERCE SDG GRANT ACCEPTANCE

Agenda Wording (|630 character max)

Summary (Background) (|870 character max)

Fiscal Impact

Reven ▾	\$3,462,099
Expen ▾	\$3,462,099

Budget Account

#1540-95659-654xx-5xxxx-99999
#1540-95659-99999-33442-99999

Distribution List

Save

Cancel

Continuation of Wording Summary and Distribution

Agenda Item Name: |1680 - COMMERCE SDG GRANT ACCEPTANCE

Agenda Wording (|630 character max)

[Empty text area for Agenda Wording]

Summary (Background) (|870 character max)

[Empty text area for Summary (Background)]

Fiscal Impact

Reven ▾ \$215,322 each year
Expen ▾ \$215,322

Budget Account

#1540-95658-99999-33442-9999
#1540-95658-654xx-5xxxx-99999

Distribution List

Save **Cancel**

Committee Agenda Sheet Urban Experience Committee

Submitting Department	CHHS																																																																						
Contact Name	Jenn Cerecedes																																																																						
Contact Email & Phone	icerecedes@spokanecity.org 509-625-6055																																																																						
Council Sponsor(s)	Karen Stratton																																																																						
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5																																																																						
Agenda Item Name	Commerce SDG Grant Acceptance																																																																						
<p>Summary (Background)</p> <p>*use the Fiscal Impact box below for relevant financial information</p>	<p>CHHS requests permission to received these funds from the Department of Commerce. The majority of these funds have already been allocated through the 5 year awards and the current eviction prevention NOFA. The next round of our HHOS grant which will begin in July of 2024 will encapsulate the balance of these funds through an RFP which will go out in Fall of 2023.</p> <p style="text-align: center;">Attachment B: Budget</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 80%;">Budget</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td colspan="2">SDG Standard</td> </tr> <tr> <td>Admin</td> <td>\$211,818</td> </tr> <tr> <td>Rent</td> <td>\$664,781</td> </tr> <tr> <td>Operations</td> <td>\$874,681</td> </tr> <tr> <td colspan="2">PSH CHF</td> </tr> <tr> <td>PSH CHF Rent/Fac Support</td> <td>\$10,670</td> </tr> <tr> <td>PSH CHF Operations</td> <td>\$351,350</td> </tr> <tr> <td colspan="2">HEN (SFY 2024)</td> </tr> <tr> <td>HEN Admin 2024</td> <td>\$265,284</td> </tr> <tr> <td>HEN Rent/Fac Support 2024</td> <td>\$1,884,278</td> </tr> <tr> <td>HEN Operations 2024</td> <td>\$1,840,278</td> </tr> <tr> <td colspan="2">HEN (SFY 2025)</td> </tr> <tr> <td>HEN Admin 2025</td> <td>\$265,284</td> </tr> <tr> <td>HEN Rent/Fac Support 2025</td> <td>\$1,884,228</td> </tr> <tr> <td>HEN Operations 2025</td> <td>\$1,840,278</td> </tr> <tr> <td colspan="2">Eviction Prevention (SFY 23, 24, and 25)</td> </tr> <tr> <td>Eviction Prevention Admin</td> <td>\$865,099</td> </tr> <tr> <td>Eviction Prevention Rent</td> <td>\$960,000</td> </tr> <tr> <td>Eviction Prevention Operations</td> <td>\$1,604,000</td> </tr> <tr> <td colspan="2">HEN FCS Bridge (SFY 2024)</td> </tr> <tr> <td>HEN FCS Bridge Admin 2024</td> <td>\$15,072</td> </tr> <tr> <td>HEN FCS Bridge Rent 2024</td> <td>\$95,692</td> </tr> <tr> <td>HEN FCS Bridge Operations 2024</td> <td>\$104,558</td> </tr> <tr> <td colspan="2">HEN FCS Bridge (SFY 2025)</td> </tr> <tr> <td>HEN FCS Bridge Admin 2025</td> <td>\$15,072</td> </tr> <tr> <td>HEN FCS Bridge Rent 2025</td> <td>\$95,692</td> </tr> <tr> <td>HEN FCS Bridge Operations 2025</td> <td>\$104,558</td> </tr> <tr> <td colspan="2">Inflation Increase (SFY 2024 and SFY 2025)</td> </tr> <tr> <td>Inflation Increase 2024</td> <td>\$892,263</td> </tr> <tr> <td>Inflationary Costs 2025</td> <td>\$892,263</td> </tr> <tr> <td colspan="2">Local Document Recording Fees Support (SFY 2024 and SFY 2025)</td> </tr> <tr> <td>Local DRF Support 2024</td> <td>\$225,394</td> </tr> <tr> <td>Local DRF Support 2025</td> <td>\$225,394</td> </tr> <tr> <td>TOTAL</td> <td>\$15,820,937</td> </tr> </tbody> </table>	Budget	Total	SDG Standard		Admin	\$211,818	Rent	\$664,781	Operations	\$874,681	PSH CHF		PSH CHF Rent/Fac Support	\$10,670	PSH CHF Operations	\$351,350	HEN (SFY 2024)		HEN Admin 2024	\$265,284	HEN Rent/Fac Support 2024	\$1,884,278	HEN Operations 2024	\$1,840,278	HEN (SFY 2025)		HEN Admin 2025	\$265,284	HEN Rent/Fac Support 2025	\$1,884,228	HEN Operations 2025	\$1,840,278	Eviction Prevention (SFY 23, 24, and 25)		Eviction Prevention Admin	\$865,099	Eviction Prevention Rent	\$960,000	Eviction Prevention Operations	\$1,604,000	HEN FCS Bridge (SFY 2024)		HEN FCS Bridge Admin 2024	\$15,072	HEN FCS Bridge Rent 2024	\$95,692	HEN FCS Bridge Operations 2024	\$104,558	HEN FCS Bridge (SFY 2025)		HEN FCS Bridge Admin 2025	\$15,072	HEN FCS Bridge Rent 2025	\$95,692	HEN FCS Bridge Operations 2025	\$104,558	Inflation Increase (SFY 2024 and SFY 2025)		Inflation Increase 2024	\$892,263	Inflationary Costs 2025	\$892,263	Local Document Recording Fees Support (SFY 2024 and SFY 2025)		Local DRF Support 2024	\$225,394	Local DRF Support 2025	\$225,394	TOTAL	\$15,820,937
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TOTAL	\$15,820,937																																																																						
Proposed Council Action	Accept \$15,820,937 from the department of Commerce for the next 2-year cycle.																																																																						
<p>Fiscal Impact</p> <p>Total Cost: <u>\$15,820,937</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p>																																																																							

Specify funding source: Washington State Department of Commerce System Demonstration Grant

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.) These funds generate a large portion of our match for our CoC projects

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

What impacts would the proposal have on historically excluded communities?
These funds will support homeless and at risk households

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

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

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
These funds align with the 5 year strategy to end homelessness.

OPR 2023-0701



Interagency Agreement with

City of Spokane – Community, Housing, and Human Services Department

through

Housing Division

Homelessness Assistance Unit

For

System Demonstration Grant (SDG)

Dated: July 1, 2023



Table of Contents

TABLE OF CONTENTS	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS	4
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT.....	4
3. COMPENSATION.....	4
4. BILLING PROCEDURES AND PAYMENT	4
5. SUBCONTRACTOR DATA COLLECTION.....	5
6. INSURANCE	5
7. ELIGIBLE USE OF FUNDS.....	5
8. FRAUD AND OTHER LOSS REPORTING.....	5
9. ORDER OF PRECEDENCE.....	5
GENERAL TERMS AND CONDITIONS	6
1. DEFINITIONS.....	6
2. ALL WRITINGS CONTAINED HEREIN.....	6
3. AMENDMENTS.....	6
4. ASSIGNMENT	6
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	6
6. COPYRIGHT.....	7
7. DISPUTES.....	7
8. GOVERNING LAW AND VENUE.....	8
9. INDEMNIFICATION.....	8
10. LICENSING, ACCREDITATION AND REGISTRATION.....	8
11. RECAPTURE	8
12. RECORDS MAINTENANCE.....	8
13. SAVINGS	8
14. SEVERABILITY	8
15. SUBCONTRACTING.....	9
16. SURVIVAL.....	9
17. TERMINATION FOR CAUSE.....	9
18. TERMINATION FOR CONVENIENCE.....	9
19. TERMINATION PROCEDURES.....	9
20. TREATMENT OF ASSETS.....	10
21. WAIVER.....	11
ATTACHMENT A: SCOPE OF WORK	12
ATTACHMENT B: BUDGET	13
ATTACHMENT C: SDG GUIDELINES ADDENDUM FOR THE HEN FCS BRIDGE FUNDING	14



Face Sheet

Contract Number: 24-46108-30

**Washington State Department of Commerce
Housing Division
Homelessness Assistance Unit (HAU)
System Demonstration Grant (SDG)**

1. Contractor City of Spokane Community, Housing, and Human Services Department 808 W. Spokane Falls Blvd. Spokane, WA		2. Contractor Doing Business As (as applicable)	
3. Contractor Representative Jennifer Cerecedes Director 509-625-6055 jcerecedes@spokanecity.org		4. COMMERCE Representative Esmeralda Zavala Montalvo 1011 Plum Street SE Grant Manager Olympia, WA 98504-2525 360-725-2816 Esmeralda.zavala-montalvo@commerce.wa.gov	
5. Contract Amount \$15,820,937	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SW0003387-03	12. UBI # 328-013-877	13. UEI # PDNCLY8MYJN3
14. Contract Purpose This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: 2023-2025 SDG application and Budget workbook, SDG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, Attachment "C" – SDG Guidelines Addendum for the HEN FCS Bridge funding.			
FOR CONTRACTOR _____ Nadine woodward Mayor Name and Title _____ <i>Nadine Woodward</i> Signature _____ 8/15/2023 Date		FOR COMMERCE _____ Corina Grigoras, Assistant Director Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Approved as to form:

Attest:

Michael J. Piccolo
Assistant City Attorney

[Signature]





Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.

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

7. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the SDG Guidelines. These Guidelines are incorporated by reference.

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – SDG Guidelines Addendum for the HEN FCS Bridge funding
- SDG Guidelines, incorporated by reference on the Face Sheet



General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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



15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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



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

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

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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



Attachment A: Scope of Work

- A. Contractor shall commit to operating a high-performing crisis response system in their county by:
- a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - b. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
 - c. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
- B. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
- a. Invoice and Voucher Detail Worksheet for reimbursement due on the 20th of the month following the provision of services.
- C. Contractor shall submit the following deliverables on time with truthful, accurate information:
- a. Local Homeless Housing Plan and Annual Report.
 - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
 - c. HEN Essential Needs Report.
 - d. Grantees shall commit to reporting quality and timely HMIS data.
- D. Contractor shall comply with all of the requirements, policies and procedures in the System Demonstration Grant Guidelines, including the Department of Housing and Urban Development (HUD) CoC Program Coordinated Entry requirements and guidelines as described in the [Coordinated Entry Core Elements](#).
- E. Performance Requirements:
- a. Housing Outcomes: Contractors must maintain performance requirements for the following interventions: Emergency Shelter, Transitional Housing, Rapid Re-Housing, Permanent Supportive Housing / Other Permanent Housing, and Homelessness Prevention. Performance requirements should be variations of, or build on HUD's homeless system performance measures. They must be related to the housing outcomes of households exiting programs.
 - b. Equitable Access: The race and ethnicity of households served are proportional to the numbers of people in need of services in each county. The performance measure for equitable access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target.
- See Appendix A, Homeless System Performance Requirements, in the System Demonstration Grant Guidelines for more information.
- F. Local Document Recording Fees (DRF) Support
Funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable System Demonstration Grant activity and any allowable activity pursuant to uses of local document recording fees.
- G. Inflation Increase
Funding is to maintain current levels of homeless subsidies and services and to stabilize the homeless service provider workforce. Commerce expects grantees to prioritize salary increases or retention stipends for their homeless service provider workforce, and to the extent possible, offset other inflation costs. Allowable uses for these funds are for any allowable System Demonstration Grant activity.



Attachment B: Budget

Budget	Total
SDG Standard	
Admin	\$211,818
Rent	\$664,781
Operations	\$874,681
PSH CHF	
PSH CHF Rent/Fac Support	\$10,670
PSH CHF Operations	\$351,350
HEN (SFY 2024)	
HEN Admin 2024	\$265,284
HEN Rent/Fac Support 2024	\$1,684,278
HEN Operations 2024	\$1,840,278
HEN (SFY 2025)	
HEN Admin 2025	\$265,284
HEN Rent/Fac Support 2025	\$1,684,228
HEN Operations 2025	\$1,840,278
Eviction Prevention (SFY 23, 24, and 25)	
Eviction Prevention Admin	\$865,099
Eviction Prevention Rent	\$993,000
Eviction Prevention Operations	\$1,604,000
HEN FCS Bridge (SFY 2024)	
HEN FCS Bridge Admin 2024	\$15,072
HEN FCS Bridge Rent 2024	\$95,692
HEN FCS Bridge Operations 2024	\$104,558
HEN FCS Bridge (SFY 2025)	
HEN FCS Bridge Admin 2025	\$15,072
HEN FCS Bridge Rent 2025	\$95,692
HEN FCS Bridge Operations 2025	\$104,558
Inflation Increase (SFY 2024 and SFY 2025)	
Inflation Increase 2024	\$892,263
Inflationary Costs 2025	\$892,263
Local Document Recording Fees Support (SFY 2024 and SFY 2025)	
Local DRF Support 2024	\$225,394
Local DRF Support 2025	\$225,394
TOTAL	\$15,820,937



Attachment C:

SDG Guidelines Addendum for the HEN FCS Bridge funding

It's estimated that over one third of Foundational Community Supports (FCS) enrollees are eligible for Housing and Essential Needs (HEN). This new funding creates a bridge period of rent assistance for households enrolled in FCS, prioritizing households enrolled in Supportive Employment, who no longer have a HEN Referral from Department of Social and Health Services (DSHS) due to increased income or other changes in eligibility.

The applicable System Demonstration Grant guidelines apply to this funding, with the following additions:

Eligible Households

- HEN households who no longer have a HEN Referral from DSHS. This includes:
 - Households who:
 - Are currently receiving HEN rent assistance.
 - Homeless and at-risk households who:
 - Received a HEN Referral within the last six months, but were not able to identify permanent housing.
 - OR
 - Received rent assistance in the past, but exited the program within the last six months.

AND

- Households enrolled in FCS. FCS households enrolled in the Supportive Employment should be prioritized.

AND

- Household income is at or below 80% Area Median Income.

Allowable Expenses

- Allowable expenses include Admin (7%), Rent, and Operations.
- Rent assistance, including arrears, is not to exceed nine (9) months in total.

Housing Stability Plan

- The housing provider must work with the household on a housing stability plan to secure affordable permanent housing with the knowledge that this funding expires June 30, 2025.

HMIS

- HMIS projects must be set up specifically for this funding and data entered accurately.





Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Consent

Date Rec'd

6/11/2024

Clerk's File #

OPR 2024-0499

Cross Ref #

ORD C36530

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

COLIN QUINN- X6804

Requisition #

Contact E-Mail

CQUINNHURST@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE KKLITZKE JBINGLE

Agenda Item Name

0650 - DIVISION TOD PROJECT – CONSULTANT CONTRACT

Agenda Wording

This is a contract between the City of Spokane and consultant team led by MIG, Inc. to conduct a planning project to develop recommendations for Transit-Oriented Development on the Division St.corridor using funding from the Federal TOD Pilot Program

Summary (Background)

This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program to conduct a land use policy assessment, zoning code analysis, and station area planning for select station areas along the Division Street corridor.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ \$405,000

Current Year Cost \$ \$205,000

Subsequent Year(s) Cost \$ \$200,000

Narrative

This contract is for \$404,964 with the consultant MIG, Inc. This project is funded through a grant award of \$405,000 through the Federal Transit Administration's Pilot Program for TOD, with a deadline to complete the project by the end of 2026.

Amount

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GARDNER, SPENCER
<u>Division Director</u>	GARDNER, SPENCER
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

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bjennings@spokanetransit.com	kotterstrom@spokanetransit.com

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Planning & Economic Development Services
Contact Name	Colin Quinn-Hurst, Tyler Kimbrell
Contact Email & Phone	cquinnhurst@spokanecity.org ; 509-625-6804 tkimbrell@spokanecity.org ; 509-625-6733
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Division TOD Project – Consultant Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This is a contract between the City of Spokane and consultant team led by MIG, Inc. to conduct a planning project for the Division Street corridor using funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program. This project will conduct a visioning process, land use policy assessment, zoning code analysis, and station area planning for select sites along the Division Street corridor to plan for Transit-Oriented Development in support of the planned Bus Rapid Transit investment.</p> <p>Funding was awarded to the City of Spokane via The Spokane Transit Authority (STA) through the Federal Transit Administration's (FTA) Pilot Program for Transit-Oriented Development Planning – Section 20005(b). The purpose of the grant is to conduct a study in collaboration with Spokane Transit Authority (STA) and Spokane County (County) on the viability of Transit Oriented Development (TOD) along the Division St corridor following the implementation of STA's Bus Rapid Transit (BRT) project. The temporary grant award number is 1722-2023-1.</p>
Proposed Council Action	Approval
<p>Fiscal Impact Total Cost: <u>\$404,964</u> Current year cost: \$200,000 Subsequent year(s) cost: \$204,964</p> <p>Narrative: This contract is for \$404,964 with the consultant MIG, Inc. This project is funded through a grant award of \$405,000 through the Federal Transit Administration's Pilot Program for Transit-Oriented Development, with a deadline to complete the project by the end of 2026.</p> <p>1360-XXXXX-99999-3XXXX-99999 \$405,000 1360-XXXXX-58620-54201-99999 \$405,000</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Planning General Fund</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?

The recommendations of the Division TOD Pilot Study would support improved access to transit and transit-adjacent affordable housing for residents in historically underserved neighborhoods. Through multi-modal facilities and public right-of-way improvements, the proposals of this project would connect the adjacent sidewalk, bikeway and pathway networks, and provide arterial crossings and improvements along the Division Street corridor. These gaps in walk and bike facilities previously created barriers separating residents from parks, amenities and services. The land use proposals of this study will lay the groundwork for creating concentrated nodes of Transit-Oriented Development on the Division Street corridor around selected high-use transit station. Recommendations will also further shift policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.

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

The Division TOD Pilot Study will build on baseline data identifying existing demographics and land-use characteristics within the neighborhoods bordering the Division Street corridor between Downtown Spokane and the northern reaches of Division in Spokane County, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will also identify gaps in accessible infrastructure, services and land uses, seeking direct feedback from neighborhood residents on resulting proposals through social mapping exercises, surveys and community meetings.

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

This project will assess baseline conditions at focus areas, addressing transportation patterns, land use patterns, and demographic conditions. The project will include multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area will provide guidance and feedback throughout the study. The feedback obtained through these efforts, as well as through assessment of existing land use policies and development codes, will inform the selection of proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods to assess changes in conditions.

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?

Chapter 3, Land Use:

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
 - LU 4.6: Transit-Supported Development

Chapter 4, Transportation:

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access

- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

Chapter 7, Economic Development:

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project also aligns with previous studies and plans conducted by the Spokane Transit Authority and the City of Spokane to assess the potential for high-performance transit as well as suitability for transit-supportive land use and infrastructure investments. These studies include Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), the DivisionConnects Phase 2: Land Use and Active Transportation assessments (2022), as well as supportive neighborhood-level planning efforts including the [Logan Neighborhood Subarea Plan](#).

Briefing Paper SUPPLEMENTAL INFORMATION

City Council briefing and legislative action dates are assigned by Council Management. Briefing typically occurs one week after committee with legislative action/first reading the week following.

Agenda Item Type: Contract Item

Agenda Item Name: Planning Services - 0650 Division Street Transit-Oriented Development Plan

Agenda Wording (**250 Character Max**): This is a contract between the City of Spokane and consultant team led by MIG, Inc. to conduct a planning project to develop recommendations for Transit-Oriented Development on the Division Street corridor using funding from the Federal Transit Administration's Transit-Oriented Development Pilot Program.

Lease? Yes No

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense: \$404,964 1360-XXXXX-99999-3XXXX-99999

Distribution List: tkimbrell@spokanecity.org; sgardner@spokanecity.org; tstripes@spokanecity.org; tblack@spokanecity.org; smacdonald@spokanecity.org; mtresidder@spokanetransit.com; bjennings@spokanetransit.com; kotterstrom@spokanetransit.com

Signer (If Contract Item): Alex Dupey, Principal – Director of Planning Services, MIG, Inc., 506 SW 6th Ave, Suite 400Portland, OR 97204 | USA

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM



City of Spokane
CONSULTANT AGREEMENT
Title: DIVISION STREET TRANSIT-ORIENTED DEVELOPMENT PLAN

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MIG INC.**, whose address is 119 Pine Street, Suite 400, Seattle, Washington 98101 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to conduct the Division Street Transit-Oriented Development Plan; and

WHEREAS, the Consultant was selected from RFQu No. 6048-24.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 24, 2024, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, and Consultant’s Proposal dated February 26, 2024, attached as Exhibit C. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant’s services under this Agreement shall not exceed **FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$405,000.00)**, excluding tax, if

applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

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

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

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known to either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

MIG INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Scope of Work

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

Scope of Work: Division Street TOD Corridor Plan

Task 1 Project Initiation

NOTE: Tasks 1.1 through 1.3 are assumed to be completed during a single two-to three-day meeting window.

1.1 Project Kickoff Workshop and Site Tour

Consultant will develop an agenda for a one-day in-person project kickoff meeting and site visit. Consultant will revise the agenda based on Client input and distribute to the project team prior to the kickoff meeting. Consultant assumes that key City departments, Spokane County, STA and WSDOT will be invited to both the kickoff and site tour, which may include other participants outside of the team. Consultant will facilitate the project kickoff meeting, covering the draft scope of work, schedule, project procedures and expectations regarding coordination and reporting, confirming processes to efficiently develop the TOD Implementation Plan, discuss background data needed such as GIS information, other land use plans, traffic data, current utility master plans (water, sewer, etc.), environmental documents and other relevant project information necessary to begin the existing conditions analysis. Consultant assumes that Client will provide the relevant background information in electronic or hardcopy format (CD/DVD or file transfer is acceptable). Consultant will prepare a meeting summary that identifies the meeting outcomes, overall responsibilities and expectations.

The Client will develop a tour route for the corridor. Consultant assumes that Client will lead the tour and overall development of the route, including transportation for the tour.

As part of the kickoff, Consultant will facilitate a focus group with the Client to identify TOD measures of success that will be used to analyze potential TOD station design and corridor-wide land use options. Another goal of this focus group is to identify early on where there is alignment on the project outcomes between the supporting agencies and build consensus around ideas for potential project solutions.

Upon completion of the internal workshop and site tour, CONSULTANT will provide a summary of the day and identify the next steps based on the discussion.

1.2 Evening Listening Session

Consultant will facilitate a listening session in the evening of the project kickoff (Task 1.1) for interested parties in the project, including community leaders and businesses. This meeting is assumed to include members of the community who have an interest in the project and a connection to the Division Street Corridor. The agency partners will identify and invite community members (up to 20 people). The outcome of the meeting is an understanding of community issues, potential ways to engage corridor residents and businesses, and others that may not be typically part of a public process. The meeting is expected to last up to 1.5 hours.

Consultant will provide a brief meeting summary of the event.

1.3 *Community Interviews*

Prior to developing the equitable engagement plan, Consultant will facilitate up to five individual meetings or roundtable interviews to identify key issues and opportunities that should be addressed during the TOD Plan process and determine ways to better partner with and engage hard-to-reach populations. The agency partners will contact and organize the meeting attendees, potentially contacting individuals or groups assumed to be part of the Corridor Advisory Committee (see Task 1.4). Focus groups may include agency partners to understand current relationships and goals for engagement and if there are any points of agreement/disagreement prior to beginning the TOD Plan. Consultant assumes that the majority of interviews will be conducted in person during the project kickoff meeting window. If interviews cannot be completed in-person, the Client will schedule a virtual interview.

Consultant will provide a summary of input following the conclusion of all meetings and focus groups and incorporate findings into the engagement plan, as applicable. Other information will be incorporated into future tasks.

1.4 *Equitable Engagement Plan*

Consultant will develop an Equitable Engagement Plan (EEP) using information gathered in Tasks 1.2 and 1.3 that incorporates a variety of methods to garner authentic input and timed to align with key milestones. The EEP will identify the following:

- Goals and strategies for outreach, including for communities of color and other community members who may not attend a traditional meeting;
- Metrics, anticipated activities and target audiences;
- Identification of methods for interactive engagement using in person an online platform. These could include walking tours, in-person events, and visual preference surveys for streetscape design, placemaking, and urban design;
- Small group and key interested parties outreach;
- Recommendations to attract local community partners as part of the project chartering and advisory groups;
- General schedule and types of events, including staffing needs and social media support; and
- Content translation of written and online materials (promotional posters, flyers, and mailers, etc.) in Spanish (if desired).

As part of the EEP, Consultant assumes that the Client will be able to assist with identifying community-based organizations in the corridor to assist with outreach. City assumes responsibility for compensating organizations, either through a stipend or other method of payment, for their time.

The EEP may be updated periodically during the project to make adjustments, as necessary, to events and scheduling.

1.5 *Corridor Advisory Committee*

Consultant will facilitate up to four meetings of a Corridor Advisory Committee (CAC) held during major milestones to provide review and input on key tasks. The partner agencies will be responsible for identifying and inviting members of the CAC, which should include major landowners, community members, residents and businesses, among others. The role of this group is to provide input to the project team on the design and future programming for the Division Street Corridor, including eventual prioritization of projects and TOD strategies. Consultant assumes that these meetings will be virtual.

Consultant will facilitate each of the meetings and provide a brief summary of the results of the meeting.

1.6 *Technical Advisory Committee*

Consultant will facilitate up to four meetings of the Technical Advisory Committee (TAC) held during major milestones to provide review and input on key tasks. The partner agencies will be responsible for identifying and inviting members of the TAC, which should include agencies and City and County departments with a role in regulatory approval or providing technical guidance to the project. Consultant assumes that these meetings will be virtual.

Consultant will facilitate each of the meetings and provide a brief summary of the results of the meeting.

1.7 *Branded Project Portal and Corridor Brand*

Consultant will develop a project brand that aligns with the DivisionConnects branding. This task also includes developing deliverables templates for use during the project, including presentation, memo, and final products.

Using the approved branding guidelines, Consultant will design, launch, host and maintain a project website with project/corridor tagline and logo that allows users to sign-up for automatic email notifications when new project information is posted on the website, review the latest information, download public documents related to the project and provide project input. Administration and ownership of the project website following the project can also be continued and/or transferred to the agency partners if needed or can be hosted by one of the agency partners. Consultant will update the website as new project information becomes available, particularly at major milestones and events and will maintain comment logs throughout the duration of the project.

1.8 *Existing Conditions*

Using Client-provided GIS information, Consultant shall produce annotated baseline conditions maps, for use to convey major opportunities and constraints along the corridor. The maps will illustrate and briefly summarize the following (as available) for the corridor station areas (some information may be combined to reduce the number of maps):

- Walkshed with ¼ mile from the station

- Parcel sizes and ownership(s) (e.g., contiguous and large ownerships that facilitate more significant TOD opportunities)
- Existing land use (e.g., existing transit-supportive uses and densities, key destinations within walking distance, proximity to affordable housing, proximity to essential services such as schools, hospitals, community centers, and other destinations)
- Demographics, including transit dependent communities, communities of color, and income;
- Employment data (e.g., locations of key employers, employment densities)
- Vacant and redevelopable land and known locations of willing developer interest
- Location of existing sewer, water and storm water utilities
- Projects identified in the current sewer, water, and storm water Master Plans
- Existing and planned active transportation networks and projects within a ¼ mile of the corridor using GIS
- High crash locations for bikes and pedestrians along the corridors
- Existing multimodal gaps and opportunities within ¼ mile of the corridors with a focus the safest and most efficient routes to the priority nodes.
- TOD supportive Comprehensive Plan designations and zoning districts
- Known development activity and plans
- Environmental considerations, such as tree canopy and waterways

This deliverable will be primarily annotated maps and images to show the existing and potential opportunities. The extent of each station map may vary according to the unique physical conditions and context of each station area. This task will include a map or maps showing general conditions (e.g., land use, streets, etc.) facing areas of the corridor outside of the four station areas to help identify potential opportunities outside of these focus points. The memorandum will also include a brief analysis of existing zoning and site design guidelines that identifies potential limitations to creating TOD, such as setbacks, parking, density, land use-mix restrictions, etc. The Consultant will request all information and data used to generate maps through a separate information/data request letter submitted during the project kickoff.

1.9 Priority Node Selection Matrix and Summary Memorandum

Consultant will use the information gathered in Task 1 to create a **node selection matrix** that clearly depicts the key issues, opportunities and constraints for stations along the corridor. Consultant assumes that information developed through the Division Connects Project will also be included, if applicable. This matrix, maps from Task 1.8 and summary memorandum will clearly indicate the reasoning to the community for why these nodes were selected.

This deliverable will be primarily a matrix and maps developed in Task 1.8 to clearly articulate the reasons for selecting specific nodes. The extent of each station map may vary according to the unique physical conditions and context of each station area. CONSULTANT assumes up to six nodes will be selected for further study.

CONSULTANT will present the findings of this task to the CAC and TAC to gather input and will revise following those meetings.

Step 1 Deliverables:

- Site tour
- Project Measures of Success
- Listening session and meeting summary
- Community interviews
- Draft and final equitable engagement plan
- Information/data request list
- Existing Conditions Summary and GIS base (draft and final)
- Draft and final BRT Station Node Selection Matrix and Maps
- project website, logo and color palette
- Preparation, attendance, facilitation, and summary for CAC #1 and TAC #1 meetings

Step 2 Corridor Visioning

2.1 Preliminary Foundation Elements by Node

Consultant will develop brief **Foundation Elements** for each node using the information from the advisory groups, community interviews and background research completed during previous tasks, as well as the DivisionConnects project, which includes the reasoning for why the node was selected. The Foundation Elements will include annotated maps and infographics that will include:

- Node extent
- Brief vision statement for how the node should evolve over time;
- Issues statements that identify what should be considered for land use and accessibility;
- Potential development assumed for the area;
- Community connections and summary of past discussions about the node
- Questions still to be answered

These Foundation Elements will be developed for each selected priority node (assuming up to six nodes) and will be used during the engagement process completed in future tasks, including the public kickoff and as part of the neighborhood pop-up toolkits. They will also be designed to be accessible through digital and print media and can be used for outreach to local community groups and other interested parties.

2.2 Division Street Corridor Public Kickoff Materials and Survey

Consultant will work with the agency partners to organize a two-hour public event that introduces the project and gathers input on vision elements, opportunities and constraints and land use considerations to be studied during the technical analysis. Consultant assumes that agency partners will be responsible for organization, including securing a meeting site and promotion of the event. Consultant will not be

present for the in person event. Consultant will provide a press release, meeting flyers and postcards and up to three weeks of social media posts for use by the agency partners communications group.

The anticipated outcomes of this meeting and online survey are to:

- Introduce community members to the project;
- Review and revise major vision elements and goals developed earlier in the project for each of the priority station nodes;
- Review potential priority nodes and discuss if other station nodes should be considered;
- Identify potential opportunities and challenges to create community centered TOD in the corridor; and
- Discuss potential future land uses, and multimodal connectivity options.

Consultant will launch Maptionnaire, a georeferenced online survey with comparable questions as the in-person event, allowing the user to place pins and provide place-based information. Following the meeting and online survey, Consultant will provide a meeting summary in PowerPoint suitable for project briefings with staff, community groups, and elected officials that identifies key findings and anticipated next steps.

2.3 Neighborhood Pop-Ups/Toolkits

Consultant will create a pop-up toolkit suitable for assisting community partners and agency partners to communicate project updates and solicit and collect feedback using similar information as the public event but tailored to be facilitated by a community partner. Depending on selected locations and formats, pop-up meetings may include a walking tour or site visit component. The outreach toolkit will include substantive components needed for the agency partners or community partners to conduct pop-up events and other outreach activities. Toolkits will include the following items:

- Pop-up event display boards and instructions;
- Game pieces and other materials;
- Facilitator instructions for managing the pop-up event and directions for how to report back to the project team; and
- Agenda templates and sign-in sheets.

Consultant assumes that two rounds of toolkits will be developed, corresponding to the major public events (Task 2.2 and 2.5). Consultant will provide one virtual training session per toolkit launch.

2.4 Draft Corridor/Nodes Concepts

Using the information from previous tasks, in-person and online input, Consultant will develop land use and connectivity concepts for the priority Nodes in the corridor. Consultant assumes up to six nodes will be developed into concepts:

- Draft vision statement for the corridor and priority nodes;
- Potential placemaking opportunities for each node;

- Plan view illustrations of each priority node that includes potential block patterns, infill and redevelopment opportunities, and public realm considerations;
- Conceptual massing diagrams showing building, street and public realm;
- BRT station integration with the station area and node development concept;
- Layered network of primary and secondary circulation patterns for pedestrians, bicyclists, transit riders, buses, autos; and
- Precedent imagery that shows prototypical buildings for each station node.

TOD concepts will focus on creating a TOD node that maximizes development potential, pedestrian interest and access, and provides pedestrian and bicycle access between development and the future BRT station. Precedent imagery will be selected that is consistent TOD design best practices. Where appropriate, precedent imagery from DivisionConnects will be incorporated.

Consultant assumes that this task will be collaborative with the agency partners, including one in-person work session and up to two virtual work sessions to refine the concepts. Following the work sessions and concept layout, the Consultant will develop one massing level 3d visualization using SketchUp or similar tool, and prototypical 3D street cross sections to implement pedestrian oriented changes along the Division Street corridor.

2.5 *Concept and Nodes Open House*

After completing Task 2.4, Consultant will develop boards and materials for an open house style meeting that summarizes the draft concepts. Meeting information will be transferred to an online survey or similar platform that can be accessed online for those not able to attend.

Step 2 Deliverables:

- Internal coordination to prepare for kickoff and project chartering
- Design of mailer for Community Kickoff
- Up to three rounds of pop-up toolkits
- Preparation of public kickoff materials. Development, launch and analysis of not online survey. Consultant will provide design of all materials
- Preparation, attendance, facilitation, and summary for CAC #2 and TAC #2 meetings
- Vision Framework and node concepts
- Preparation, attendance, facilitation, and summary of Corridor and Nodes Open House. Consultant will provide design of all materials

Step 3 Economic Analysis

3.1 *Meetings with Businesses and Landowners*

Consultant will facilitate up to five individual stakeholder meetings, focus groups, or roundtable interviews with landowners, developers, housing providers, local businesses and area neighborhood groups (not included in the community interviews in Task 1.2) to identify the primary drivers for future

development in the corridor in general and specifically for the selected priority nodes. Consultant will coordinate with the agency partners to identify potential interviewees but assume that the agency partners will manage and schedule the meetings and provide meeting space for these interviews. As appropriate, meetings may be scheduled at outdoor locations along the corridor to facilitate on-site discussion. Interviews are expected to take up to an hour each and will be documented with notes from each meeting and also combined into one summary document. Consultant assumes that the meetings will one day to minimize travel, or held virtually.

3.2 Market Analysis and Feasibility

Consultant will evaluate the market conditions to understand demographic, economic, and real estate trends in Spokane to understand the differences and interrelationships of the various neighborhoods along Division Street, and to understand its competitive position within the region. This task is assumed to occur during the initial stages of the projects to inform potential priority stations as part of Task 1.9. The market analysis and feasibility study will include:

- **Economic/Market Analysis.** Consultant will develop a comprehensive economic analysis of the Division Street corridor to identify areas where transit can support and intensify land use and where land use can in turn increase future ridership. This will support the identification and prioritization of nodes and development of land use forecasts for TOD nodes and the corridor. Interviews completed in previous tasks will validate findings, further identify planned and proposed projects, and assist in gathering market data.
- **Land Use Recommendations.** For the priority nodes, Consultant will build on the market analysis and node concepts to craft economically viable land use programs that support the refined BRT nodes that characterize the type and scale of development that is likely at each identified opportunity area/node.
- **Development Feasibility Analysis.** For the priority nodes, Consultant will prepare high-level pro formas of proposed development types to understand market and financial barriers to TOD. The analysis will include sensitivity testing of various assumptions such as financial inputs (land values, achievable rents) and code changes (parking ratios, density, height) to understand how different conditions impact feasibility. This analysis will also incorporate emerging recommendations and code changes from the ongoing Centers and Corridors work and the City's residential code update process.
- **Development Timing and Implementation Strategies.** For the priority nodes, Consultant will identify the likely timing of redevelopment, recommended public-private partnerships and funding strategies to incentivize the desired development.

This information will be used to refine the Corridor Vision and priority nodes developed in Task 2.4, and vetted with the community in Task 2.5

Step 3 Deliverables:

- Preparation of a draft and final market analysis, including land use recommendations and implementation strategies

- Preparation, attendance, facilitation, and summary for CAC #3 and TAC #3 meetings

Step 4 Land Use Strategies

4.1 Land use Development and Visualizations

Consultant will develop land use and urban design recommendations for the corridor and priority nodes that incorporate feedback and technical analysis necessary to support the recommendations. For priority nodes, Consultant will use UrbanFootprint, ARC Urban, or similar scenario-planning software to identify potential housing and employment projections resulting from proposed land use changes with the corridor. In addition to the capacity analysis, Consultant will complete the following as part of this task:

- Develop a brief memorandum describing TOD best practices, building from the City's TOD Framework Plan, to guide the land use recommendations specific to the Division Street Corridor;
- Complete a code audit of the existing development code related to the corridor to identify where changes are needed to meet the corridor vision and priority nodes. This includes assessing previous analysis within the corridor and determining the best market and community-based approach for the priority nodes;
- Develop street, alley, and pedestrian corridor cross sections, with a focus on how adjacent development fronts the street, where building, loading and parking access occurs, and locations of shared use spaces;
- Update from Task 2.4, conceptual site plans (showing building footprints, land use types, parking, unbuildable areas (e.g., slopes, wetlands) interior streets/circulation, etc.) consistent with the market analysis findings; and
- Prepare one 3D visualization of the proposed future development per node (assuming up to six nodes), completed using Sketchup, photo simulations, or similar style of rendering.

The outcome of this task is a brief summary memorandum with attachments describing the results of this task.

Step 4 Deliverables:

- Development code audit
- Draft code concepts and TOD best practices memorandum
- Site plans, including up to two 3d visualizations for priority nodes (assume six nodes)
- Street cross sections
- Preparation, attendance, facilitation, and summary for CAC #4 and TAC #4 meetings

Step 5 Multimodal Transportation Analysis and Recommendations

Recommendations from Step 5 will be incorporated in Step 4 to support the land use recommendations. Consultant will identify the following as part of their recommendations:

- Review existing plans and projects, including those in DivisionConnects to identify potential priorities in the priority nodes and those that should connect to the broader multimodal system;
- Assess historic and forecasted travel patterns, existing multimodal gaps and opportunities, demographic data with a focus on population/employment within ¼ mile, land use data, and infrastructure data. This data will inform criteria including but not limited to Level of Stress (LTS) for biking and walking, essential destinations, crash risk factors, station spacing, and location of transportation disadvantaged populations that should be considered as part of the recommendations.
- Develop evaluation criteria necessary to prioritize routes based on land use, distance from priority nodes, Level of Stress (LTS) for biking and walking, essential destinations, crash risk factors, and location of transportation disadvantaged populations in proximity to the priority nodes.
- Create up to two conceptual alternatives for each priority station node to improve biking and walking to the station nodes from adjacent neighborhoods and adjoining commercial and retail developments.
- Select a preferred multimodal concept for each priority node and develop an implementation phasing timeline.

The outcome of this step is an integrated list of recommendations to support the land use recommendations developed in Step 4 that can be further assessed in Phase 2.

Step 5 Deliverables:

- Draft and final evaluation criteria
- Draft and final Multimodal Transportation Recommendations Memorandum
- Prioritized list of projects, with recommendations for timing of implementation

Step 6 Division Street TOD Plan

6.1 Draft Division Street TOD Plan

Consultant will create a concise 40- to 60-page reader-friendly document that can easily be consulted to move forward with implementation. The Plan will be developed to be web-friendly to provide easy online viewing, including graphics and visualizations. It will focus on short, medium and long term, phaseable projects and identify critical path elements. As with other deliverables, the Draft Plan will be highly visual. The Draft Plan will include site plans and implementing actions. Technical documentation will be included as appendices.

Consultant will provide the Draft Plan to the City for review. The City will provide one set of non-contradictory comments to CONSULTANT to incorporate into the Final Plan. CONSULTANT assumes two rounds of comments prior to finalizing the document.

6.2 *Final Division Street TOD Plan*

Consultant will refine the Draft Plan based on the City's comments. Consultant will provide a Final Plan suitable for a website. Consultant assumes it will not provide paper copies but will provide a print-ready copy if needed.

Step 6 Deliverables:

- Draft and final web-friendly and print-ready Division Street TOD Plan that includes visualizations and recommendations for priority nodes along the corridor

Task 7 *Project Management and Team Oversight*

7.1 *Project Management/Team Oversight*

Consultant will provide overall team coordination and project management for the duration of the contract. The Consultant Project Manager will coordinate with the agency partners on general coordination, planning and deliverables, public events. This task includes regular oversight of the statement of work, project team coordination, subconsultant management and coordination, budget management and QA/QC monitoring, as well as ad hoc voice and email communications.

Consultant assumes that it will use Basecamp or similar filesharing system for project management.

7.2 *Boards and Commissions.*

In addition to meetings described elsewhere, Consultant will prepare for and attend up to six project update meetings with elected officials or other groups. Consultant assumes that these meetings will be 1-2 hour meetings and can occur at any time during the project.

7.23 *Team Meetings/Coordination Calls*

The Consultant Project Manager will coordinate with the agency partners to schedule and facilitate up to 50 bi-weekly project management team coordination meetings or conference calls focused on moving tasks forward and addressing project issues as they arise. Consultant will provide a meeting agenda and summary with action items from the coordination meeting, documenting project decisions and next steps, as applicable, to the City. Consultant assumes that coordination meetings will be primarily via video conferencing but could also include internal work sessions. Consultant team staff in attendance will be primarily the Consultant Project Manager and Principle in Charge, with consultant team members taking part in the calls or meetings as needed to complete their tasks and coordinate with City staff.

Project Management Deliverables:

- Overall project management, staff coordination QA/QC monitoring
- Coordinate and facilitate up to 50 bi-weekly team meeting or coordination calls

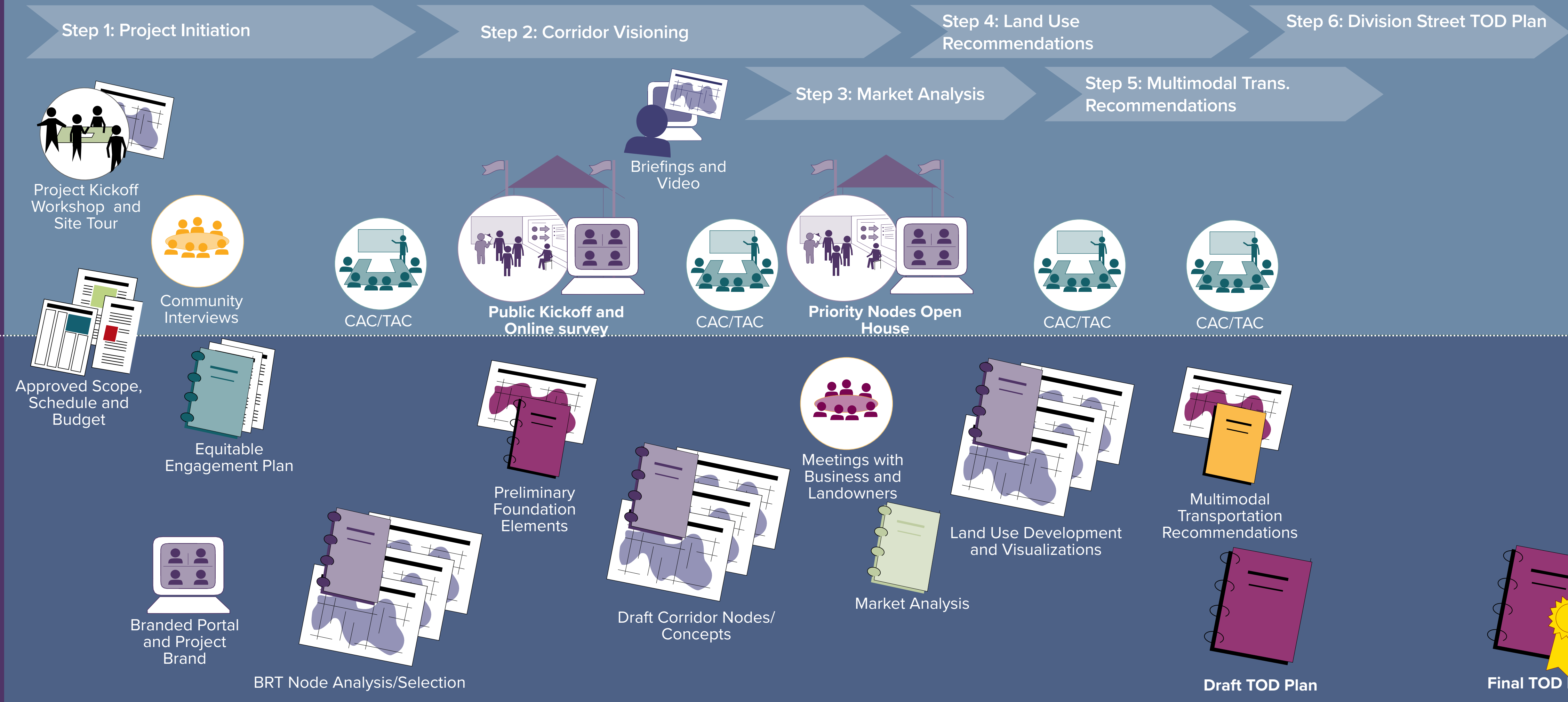
Division Street Transit Oriented Development Plan

February 26, 2024



MEETINGS & ENGAGEMENT

ANALYSIS, PLANNING, DESIGN & DELIVERABLES



Q2 2024 Q3 Q4 Q1 2025 Q2 Q3 Q4


Agenda Sheet for City Council Meeting of:

10/23/2023

Date Rec'd

10/10/2023

Clerk's File #

OPR 2023-1071

Renews #**Submitting Dept**PLANNING & ECONOMIC
DEVELOPMENT**Cross Ref #****Contact Name/Phone**COLIN QUINN- X6804
HURST**Project #****Contact E-Mail**

CQUINNHURST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - DIVISION TOD PILOT STUDY INTERLOCAL AGREEMENT

Agenda Wording

Interlocal Agreement between the City of Spokane, STA and Spokane County to carry out a grant award from the Federal Transit Administration as part of the Transit-Oriented Development Pilot Program.

Summary (Background)

This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program to conduct a land use policy assessment, zoning code analysis, and station area planning for select station areas along the Division Street corridor.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

GARDNER, SPENCER

Study Session\Other

PIES 09/25/23

Division Director

MACDONALD, STEVEN

Council Sponsor

CP Kinnear, CM Stratton

Finance

ORLOB, KIMBERLY

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**ACCOUNTING -
GRANTS**

MURRAY, MICHELLE

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Approved by Spokane City Council
on: 10/23/2023

amccall@spokanecity.org

City Clerk

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning & Economic Development Services
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org ; 509-625-6804
Council Sponsor(s)	CP Kinnear and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Division TOD Interlocal Agreement
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program. This grant will fund a community visioning process, land use policy assessment, zoning code analysis, and station area planning for select sites along the Division Street corridor to plan for Transit-Oriented Development in support of planned Bus Rapid Transit.
Proposed Council Action	Approval
Fiscal Impact Total Cost: <u>\$5,000 per year in 2024 and 2025</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Planning General Fund Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The recommendations of the Division TOD Pilot Study would support improved access to transit and transit-adjacent affordable housing for residents in historically underserved neighborhoods. Through multi-modal facilities and public right-of-way improvements, the proposals of this project would connect the adjacent sidewalk, bikeway and pathway networks, and provide arterial crossings and improvements along the Division Street corridor. These gaps in walk and bike facilities previously created barriers separating residents from parks, amenities and services. The land use proposals of this study will lay the groundwork for creating concentrated nodes of Transit-Oriented Development on the Division Street corridor around selected high-use transit station. Recommendations will also further shift policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The Division TOD Pilot Study will build on baseline data identifying existing demographics and land-use characteristics within the neighborhoods bordering the Division Street corridor between Downtown Spokane and the northern reaches of Division in Spokane County, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will also identify gaps in accessible infrastructure, services and land uses, seeking direct feedback from neighborhood residents on resulting proposals through social mapping exercises, surveys and community meetings.

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

This project will assess baseline conditions at focus areas, addressing transportation patterns, land use patterns, and demographic conditions. The project will include multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area will provide guidance and feedback throughout the study. The feedback obtained through these efforts, as well as through assessment of existing land use policies and development codes, will inform the selection of proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods to assess changes in conditions.

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?

Chapter 3, Land Use:

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
- LU 4.6: Transit-Supported Development

Chapter 4, Transportation:

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

Chapter 7, Economic Development:

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project also aligns with previous studies and plans conducted by the Spokane Transit Authority and the City of Spokane to assess the potential for high-performance transit as well as suitability for transit-supportive land use and infrastructure investments. These studies include Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), the DivisionConnects Phase 2: Land Use and Active Transportation assessments (2022), as well as supportive neighborhood-level planning efforts including the [Logan Neighborhood Subarea Plan](#).

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE, THE
COUNTY OF SPOKANE, AND THE SPOKANE TRANSIT AUTHORITY (“STA”), FOR
DEVELOPMENT AND FUNDING OF DIVISION STREET TRANSIT-ORIENTED
DEVELOPMENT (“TOD”) CORRIDOR PLAN**

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the “CITY”, the COUNTY OF SPOKANE, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “COUNTY” and the SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, having offices for the transaction of business at 1230 West Boone Avenue, Spokane, Washington 99201, hereinafter referred to as “STA”, each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington (“RCW”) Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, in preparation of the planned Division Street Bus Rapid Transit (“BRT”) project, [linked here https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT_Phase-1_Report_Final_071023_with-appendices.pdf](https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT_Phase-1_Report_Final_071023_with-appendices.pdf)) and summarized in Exhibit A attached hereto, the CITY, COUNTY, and STA applied for the Fiscal Year 2021 Pilot Program for a Transit-Oriented Development Planning (“TOD”) grant from the United States Federal Transit Administration (FTA) to fund work that will yield the “Division Street TOD Corridor Plan”; and

WHEREAS, the corridor-wide TOD plan will build on the work completed in the DivisionConnects study, [linked here \(https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report_final2.pdf\)](https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report_final2.pdf) and summarized in Exhibit B attached hereto, to reimagine how the current highway arterial could transform into a multimodal corridor, teaming with accessible transit, a mix of jobs and housing, and abundant access for all; and

WHEREAS, grant funding received through the FTA’s TOD Pilot Program will aid in taking the next step of TOD planning for the Division Street corridor to comprehensively plan for BRT-centered, transit-oriented development along the entire corridor that addresses climate change, challenges facing environmental justice populations, and racial equity and barriers to opportunity; and

WHEREAS, this document updates the June 2021 Letter of Intent explaining the

partnership between the STA as the transit project sponsor and the City and the County as the entities within the project corridor with land use planning authority to conduct the comprehensive planning work; and

WHEREAS, in pursuit of planning for and implementing transit-supportive development along the Division Street corridor, the City, County, and STA will also continue to work closely with the Spokane Regional Transportation Council (SRTC), and the Washington State Department of Transportation (WSDOT) to carry out the collaborative TOD planning process for this TOD planning project.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Interlocal Agreement, it is agreed among the Parties:

SECTION 2: PURPOSE

The purpose of this Interlocal Agreement is to set forth the shared understanding of the CITY, COUNTY and the STA regarding generation of a Transit-Oriented Development (“TOD”) Plan for the Division Street Corridor, and funding for development of such Plan, utilizing a combination of both United States Federal Transit Administration (“FTA”) Pilot Program TOD grant monies awarded STA, and supportive cost-share funding from both the CITY and COUNTY as the land use authorities responsible for completing the federal grant work and deliverables.

SECTION 3: DURATION

The term of this Agreement shall begin on October 1, 2023 and end on December 31, 2026, or coincide with the TOD Pilot Program grant agreement schedules established by the Federal Transit Administration, currently scheduled for completion by December 31, 2026.

SECTION 4: RESPONSIBILITIES OF THE PARTIES

See attached Exhibit A for PARTIES’ RESPONSIBILITIES.

SECTION 5: RECORDS

All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

SECTION 6: JOINT BOARD

Pursuant to RCW 39.34.030(4)(a), the PARTIES will each appoint a representative from their respective agencies to a Joint Board who will administer the cooperative undertaking set forth in this Agreement.

SECTION 7: AGREEMENT TO BE FILED

Pursuant to RCW 39.34.040, prior to its entry into force, this AGREEMENT shall be filed with the County Auditor or, alternatively, listed by subject on each PARTIES

website or other electronically retrievable public source.

SECTION 8: FINANCING

See attached Exhibit A for PARTIES' RESPONSIBILITIES.

SECTION 9: AMENDMENTS

This Agreement may be amended by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

SECTION 10: SEVERABILITY.

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

SECTION 11: ANTI-KICKBACK

No officer or employee of the Parties, 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.

SECTION 12: ANTIDISCRIMINATION

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 Parties agree to comply with, and to require that all subcontractors to the extent utilized 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 to the subject matter of this Agreement.

SECTION 13: GOVERNING BODY APPROVAL ACTION

Pursuant to RCW 39.34.030(2), Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the Parties shall be necessary before this Agreement enters into force and effect.

SECTION 15: LEGAL RELATIONS

Individually, each Party to this Agreement shall protect, defend, indemnify and save harmless each other Party, its officers, officials, employees and agents from any and all costs, claims, judgment and/or awards of damages resulting from the negligent acts or omissions of its officers, officials, employees and agents acting with the scope of their employment arising out of or in connection with the performance of the Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Party, their officers, officials, employees and agents, an individual Party's liability hereunder shall be only to the extent of that Party's negligence.

SECTION 16: FORCE MAJEURE

In the event any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage accident or other casualty, weather event, act of God, any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under the Agreement. Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

SECTION 15: PUBLIC RECORDS ACT

Each Party to this Agreement understand and acknowledges that they are each subject to the Public Records Act, RCW 42.56 *et seq.*

SECTION 17: TERMINATION

- (a) This Agreement shall be effective upon the signature of all Parties.
- (b) A Party to this Agreement may terminate its participation by providing sixty (60) days written notice of termination to the other Parties. The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.
- (c) This Agreement also may be amended by the mutual written consent of the Parties authorized representatives.

SECTION 18: MISCELLANEOUS PROVISIONS

- (a) Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to renegotiation as provided in this Agreement.
- (b) Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

- (d) Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Arbitration shall be final and binding pursuant to RCW Chapter 7.04A.
- (e) Compliance with Laws. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Interlocal Agreement.
- (f) Non-waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- (g) Assignment/Binding Effect. Performance of any or all aspects of this Interlocal Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
- (h) Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- (i) Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- (j) Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
- (k) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same.

SECTION 19: RCW 39.34.030 REQUIRED CLAUSES

- (a) **DURATION:** As set forth in Section 3 above.
- (b) **ORGANIZATION:** As set forth in Section 6 above. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to otherwise administer this Agreement.
- (c) **PURPOSE:** As set forth in Section 2 above.
- (d) **RESPONSIBILITIES OF THE PARTIES:** As outlined in Exhibit A.
- (e) **FINANCING:** As set forth in Section 8 above. Each Party shall be responsible for the financing of its obligations through its budgetary process.
- (f) **TERMINATION AND DISPOSAL OF PROPERTY:** As set forth in Section 17 above. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each Party contributed to acquisition.
- (g) **ADMINISTRATOR OR JOINT BOARD:** As set forth in Section 6 above.
- (h) **AGREEMENT TO BE FILED:** As set forth in Section 7 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth opposite their respective signature block, the date of the last signature being the effective date of the Agreement.

Spokane County

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

JOSH KERNS, Vice Chair

AL FRENCH, Commissioner

AMBER WALDREF, Commissioner

CHRIS JORDAN, Commissioner

ATTEST

Ginna Vasquez
Clerk of the Board

City of Spokane

DATED: 11/20/2023

Yalies Howard

Mayor

Approve as to form:

Michael J Piccolo

ATTEST *[Signature]*



Spokane Transit Authority

DATED: 10/30/2023

E. Susan Meyer
E. Susan Meyer
Chief Executive Officer

ATTEST *Dana Infalt*
Dana Infalt
Clerk of the Board

EXHIBIT A**PARTIES' RESPONSIBILITIES****CITY Role and Responsibilities**

The City is the local municipality with jurisdiction over land use for the majority of the corridor length. As such, the City makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type
Assistant Planner II	Planning Services	\$83,790	Year 1 and 2	In-Kind Match
Associate Planner	Planning Services	\$82,857	Year 1 and 2	In-Kind Match
Principal Planner	Planning Services	\$3,193	Year 1 and 2	In-Kind Match
Planning Director	Planning Services	\$266.50	Year 1 and 2	In-Kind Match
Senior Engineer	Integrated Capital Management	\$2,886.40	Year 1 and 2	In-Kind Match
ICM Director	Integrated Capital Management	\$734.08	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount		Type
	Year 1	\$5,000		Cash Match
	Year 2	\$5,000		Cash Match
Subtotal				
	<i>Year 1</i>	\$86,864		
	<i>Year 2</i>	\$86,864		
	Total Funding Commitments	\$183,726.98		

The City's Planning Services Department has committed a cash match of \$5,000 from the fiscal year 2023 budget, and will commit \$5,000 from the fiscal year 2024 budget towards the minimum grant matching requirement outlined by the Federal Transit Administration. In addition to the cash match, the City is committing an in-kind match of dedicated staff time of \$86,864 each year of the two-year project.

FTA TOD PLANNING GRANT – DIVISION STREET
CITY, COUNTY, AND STA PROJECT UNDERSTANDING AND APPROACH - 2022

The City agrees to provide staff support including but not limited to: dedicated Planning Services staff for project management and oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and a team of interdepartmental technical and professional staff to participate via the Project Management Team and Technical Advisory Committee.

The City, in concert with the County and STA, agrees to select and contract with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project. The City shall use its reasonable business judgment, as it deems appropriate, in bidding and awarding contracts for the work associated with the project. A representative from the County and STA will be included in the consultant selection process and in the preparation of the final scope of work.

As technical analysis of the bus-rapid transit line along Division Street continues, the City shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.

The City reserves the authority of the City Council as the final approval body of any comprehensive planning in the City to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor plan, pursuant to Spokane Municipal Code Title 17G.

COUNTY Role and Responsibilities

The County is the municipality with jurisdiction the northernmost portion of the corridor. As partner to the proposed work and the grant, Spokane County makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type
Assoc Planner	Building & Planning	\$19,686	Year 1 and 2	In-Kind Match
Senior Planner	Building & Planning	\$8,560	Year 1 and 2	In-Kind Match
Planning Director	Building & Planning	\$5,026	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount		Type
	Year 1	\$2,500		Cash Match
	Year 2	\$2,500		Cash Match
Subtotal				
	<i>Year 1</i>	\$35,772		
	<i>Year 2</i>	\$35,772		

Total Funding Commitments	\$71,544
----------------------------------	-----------------

The Spokane County Commissioners are in support of \$5,000 cash match over two years, and \$71,544 in-kind matching towards the grant matching requirement outlined by the Federal Transit Administration. Roles and responsibilities of the County are further described below:

- The County agrees to provide staff support including but not limited to: dedicated Planning Department staff for project oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and to participate in the Project Management Team; additionally, a County engineering staffer will provide technical and professional support by participating in the Technical Advisory Committee.
- The County, in concert with the City and STA, will participate in the procurement and selection process, as well as task management, with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project.
- As technical analysis of the bus-rapid transit line along Division Street continues, the County shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- The County reserves the authority of the Spokane County Commissioners as the final approval body of any comprehensive planning in the County to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor Plan.

STA Roles and Responsibilities

STA is the transit project sponsor, the designated FTA grant recipient, and the region's sole public transportation benefit area and public transportation provider. As such, the STA commits to the following roles and responsibilities:

- STA is the grant recipient and will reimburse the City of Spokane and Spokane County upon submittal of payment request/progress reports.
- As technical analysis for the bus-rapid transit line along Division Street continues, STA shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- STA agrees to provide staff support including but not limited to: designated staff to coordinate grant disbursement; support for public engagement; and staff participation on the Project Management Team and Technical Advisory Committee.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Discussion

Date Rec'd

6/3/2024

Clerk's File #

ORD C36529

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

ARIELLE 509.564.5278

Requisition #

Contact E-Mail

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

1680- SPECIAL BUDGET ORDINANCE- HIFUMI EN

Agenda Wording

Affordable Housing Committee recommended SpokaneHousing Authority's Hifumi en Apartments at 926 E 8th for \$2,581,320 in funding.

Summary (Background)

The CHHS Board recommended the Hifumi en project for funding on March 1, 2023. The City Council approved the Hifumi en project for funding on March 27, 2023 (OPR 2023-0351) as part of the Affordable Housing RFP. Budget was intentionally left out of Fund 1595, as all projects being contracted need to be run through City Council to approve the use of former HB 1590 funds.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 2,581,320

Current Year Cost \$ 2,581,320

Subsequent Year(s) Cost \$

Narrative

Program revenue. The funding source is former HB 1590 tax funds. This contract has been approved by City Council for OPR 2023-0351.

Amount

Budget Account

Expense \$ 2,581,320

1595-53122-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	KINDER, DAWN
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA

Distribution List

arielleanderson@spokanecity.org	dkinder@spokanecity.org
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jstratton@spokanecity.org	aduffey@spokanecity.org
jmiller@spokanecity.org	

Council Briefing Paper

Finance & Administration Committee

Committee Date	June 3, 2024
Submitting Department	CHHS
Contact Name	Arielle Anderson, Heather Page
Contact Email & Phone	arielleanderson@spokanecity.org; hpage@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Hifumi en Apartment Project
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The Affordable Housing Committee recommended Spokane Housing Authority’s Hifumi en Apartments, located at 926 E 8th Avenue, Spokane, for \$2,581,320 in funding on Tuesday February 14, 2023. The CHHS Board recommended the Hifumi en project for funding on March 1, 2023. The City Council approved the Hifumi en project for funding on March 27, 2023. (OPR 2023-0351) as part of the Affordable Housing RFP. An SBO is needed to fund the project.</p> <p>Due to timing, this was not contracted or encumbered in 2023, therefore no budget was moved forward or created in 2024. In fact, budget authority was intentionally removed from fund 1595-Housing Sales Tax, as all projects needing contracting would be run through City Council for SBO funding.</p> <p>Hifumi en provides 88-units of new construction housing for elderly and disabled households earning 60% AMI or less. The project consists of demolishing the current 41-unit apartment complex built in 1972 and replacing it with an 88-unit new construction apartment complex at the same location. The City’s funding allocation secures 40-years of affordability for the 14-units funded with the \$2,581,320. The \$2,581,320 will be used for new construction costs as requested in the application. The City’s interest in the project, and affordability requirements are secured through a promissory note, deed of trust, and covenant running with the land.</p> <p>The remaining units are held to the affordability requirements of the other funders in the project. Other funders and funding amounts in the projects are as follows: LITHC funding \$19,255,656; Housing Trust Funding \$4,850,000; Spokane County \$1,500,000; seller-financing-land \$1,547,251; deferred developer fees \$993,680; cashflow during construction \$253,678. This is Spokane County’s one Metro Pool 9% LIHTC project for 2022. The total development cost for the project is \$30,981,585.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2,581,320</u></p> <p>Current year cost: \$2,581,320</p>	

Subsequent year(s) cost:

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

The funding source is former HB 1590 tax funds. Specifically Code: 1595-53122-51010-54201-99999

Is this funding source sustainable for future years, months, etc? Yes, based upon tax revenue generated.

Expense Occurrence One-time Recurring N/A

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

This contract has been approved by City Council for OPR 2023-0351. The contract was originally part of the Second 2023 Affordable Housing RFP. The Contract was not in place or executed by the end of 2023, and thus needs to have budget added in 2024, as no budget without Council approval for contracts was set up in fund 1595.

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

- **What are the net impacts this adjustment will have on the specifically affected line items?**

It will use up cash on hand to fund this project, with additional revenue due each month.

- **What operational changes will occur because of this adjustment?**

None.

- **What are the potential risks or consequences of not approving the budget adjustment?**

It is possible this project does not continue.

- **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 was part of the Affordable Housing RFP that took place in 2023 and aligns with the other projects and funding sources that were part of that RFP, which included Community Development Block Grants. It is a proper use of this funding and aligns with Washington State RCW's and City SMCs for use of this funding.

What current racial and other inequities might this special budget ordinance address?

When this project is completed, more affordable housing would be available for use.

ORDINANCE NO C36529

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 Housing Sales Tax 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 Housing Sales Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$2,581,320.
- A) Of the increased appropriation, \$2,581,320 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the Hifumi en apartment project, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed 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: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Discussion

Date Rec'd 6/3/2024

Clerk's File # ORD C36530

Cross Ref # OPR 2024-0499

Project #

Council Meeting Date: 06/24/2024

Submitting Dept	PLANNING & ECONOMIC	Bid #	
------------------------	---------------------	--------------	--

Contact Name/Phone	COLIN QUINN- X6804	Requisition #	
---------------------------	--------------------	----------------------	--

Contact E-Mail	CQUINNHURST@SPOKANECITY.ORG		
-----------------------	-----------------------------	--	--

Agenda Item Type	Special Budget Ordinance		
-------------------------	--------------------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	0650 - SPECIAL BUDGET ORDINANCE – FTA PILOT PROGRAM FOR TOD		
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Agenda Wording

The purpose of this SBO is to receive grant funds from Spokane Transit Authority (STA) awarded to the City of Spokane through the Federal Transit Administration's (FTA) Pilot Program for Transit-Oriented Development Planning - Section 20005(b)

Summary (Background)

The purpose of the grant is to conduct a study in collaboration with Spokane Transit Authority (STA) and Spokane County (County) on the viability of Transit Oriented Development (TOD) along the Division St corridor following the implementation of STA's Bus Rapid Transit (BRT) project. The temporary grant award number is 1722-2023-1. This Special Budget Ordinance follows the Interlocal Agreement signed by the City of Spokane on 11/20/2023 in partnership with the STA and Spokane County.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 405000

Current Year Cost \$ 205000

Subsequent Year(s) Cost \$ 200000

Narrative

This grant is for \$405,000 over two years, with \$5,000 per year in local cash match.

Amount

Budget Account

Revenue	\$ 405000	# 1360-XXXXX-99999-3XXXX-99999
Expense	\$ 405000	# 1360-XXXXX-58620-54201-99999
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GARDNER, SPENCER	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>	GARDNER, SPENCER	<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		

Additional Approvals

Distribution List

	smacdonald@spokanecity.org
sgardner@spokanecity.org	cquinnhurst@spokanecity.org
amccall@spokanecity.org	korlob@spokanecity.org
rbenzie@spokanecity.org	

Council Briefing Paper

Finance & Administration Committee

Committee Date	June 3, 2024
Submitting Department	Planning Services
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org ; 541-306-0837
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – FTA Pilot Program for Transit-Oriented Development
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The purpose of this SBO is to receive grant funds from Spokane Transit Authority (STA) for the competitive grant funding awarded to the City of Spokane through the Federal Transit Administration’s (FTA) Pilot Program for Transit-Oriented Development Planning – Section 20005(b) in the amount of \$405,000 with a cash match from the City of Spokane for \$10,000. The purpose of the grant is to conduct a study in collaboration with Spokane Transit Authority (STA) and Spokane County (County) on the viability of Transit Oriented Development (TOD) along the Division St corridor following the implementation of STA’s Bus Rapid Transit (BRT) project. The temporary grant award number is 1722-2023-1.</p> <p>This Special Budget Ordinance follows the Interlocal Agreement signed by the City of Spokane on 11/20/2023 in partnership with the Spokane Transit Authority and Spokane County.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$405,000</u></p> <p style="padding-left: 20px;">Current year cost: \$205,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$200,000</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? No</p> <p>Expense Occurrence <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.) This grant is for \$405,000 over two years, with \$5,000 per year in local cash match.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	

- What are the net impacts this adjustment will have on the specifically affected line items?

This will add \$405,000 in grant funding to the Planning Department budget for conducting a planning study through a contract with a consultant team.

- What operational changes will occur because of this adjustment?

The project will produce recommendations for potential adjustments to land use classifications, zoning maps, and infrastructure investments.

- What are the potential risks or consequences of not approving the budget adjustment?

If this is not approved, we will lose this grant funding and will be unable to enact a contract with the selected consultant team.

- 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?

Chapter 3, Land Use:

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
 - LU 4.6: Transit-Supported Development

Chapter 4, Transportation:

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

Chapter 7, Economic Development:

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project also aligns with previous studies and plans conducted by the Spokane Transit Authority and the City of Spokane to assess the potential for high-performance transit as well as suitability for transit-supportive land use and infrastructure investments. These studies include Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), the DivisionConnects Phase 2: Land Use and Active Transportation assessments (2022), as well as supportive neighborhood-level planning efforts including the [Logan Neighborhood Subarea Plan](#).

What current racial and other inequities might this special budget ordinance address?

The Division Street corridor is home to some of the most historically excluded communities in Spokane according to the City's Housing Action Plan (HAP). The Division St TOD project will make considerations for historically excluded communities by developing policy recommendations for equitable TOD, or ETOD, practices.

ORDINANCE NO C36530

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 Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$405,000.
 - A) Of the increased revenue, \$405,000 is provided solely for grant revenue from the STA's Federal Transit Administration's Pilot Program for Transit-Oriented Development Planning grant in the Planning Services department.
- 2) Increase appropriation by \$405,000.
 - A) Of the increased appropriation, \$405,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the STA's grant award for TOD, 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:** Urban Experience **Date:** 06/10/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/11/2024

Clerk's File #

ORD C36531

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

BIENNIAL BUDGET ORDINANCE

Agenda Wording

An ordinance relating to the establishment of a two-year biennial budget beginning January 1, 2025.

Summary (Background)

The City currently prepares and manages its budget on an annual basis. Pursuant to Chapter 35.34 RCW, the Municipal Biennial Budget Act, the Washington State Legislature has provided that any city legislative body may by ordinance elect to have a two-year biennial budget in lieu of the annual budget that is otherwise provided for.

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 \$ #

Select \$ #

Select \$ #

Council Briefing Paper Urban Experience Committee

Committee Date	June 10, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	Michael Cathcart; CP Wilkerson; CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	An ordinance relating to the establishment of a two-year biennial budget
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City currently prepares and manages its budget on an annual basis. Pursuant to Chapter 35.34 RCW, the Municipal Biennial Budget Act, the Washington State Legislature has provided that any city legislative body may by ordinance elect to have a two-year biennial budget in lieu of the annual budget that is otherwise provided for. Chapter 35.34 RCW provides that such ordinance shall be enacted at least six months prior to the commencement of the fiscal biennium and that the fiscal biennium begins on January 1 st of each odd-numbered years through December 31 st of the next succeeding even-numbered year. The enacting ordinance shall also provide for a mid-biennial review and modification process.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: By enacting Chapter 35.34 RCW, the Municipal Biennial Budget Act, the State Legislature recognized that the annual adoption of a municipal budget is a lengthy and intense process, and that biennial budgeting will provide an opportunity for better long-range and strategic financial planning and consolidation of efforts vested in the budget development and approval process, thereby improving services to the residents of Spokane.

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?
A biennial budgeting process will give the City an opportunity to take a long-range approach to its budget, including a more in-depth review of the budget, the provided services and the impact on various impacted 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? N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? The Finance Department will have the opportunity to monitor the budget and the City approached the second year of the biennial budget process as part of the mid-biennial review and modification process.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A

Council Subcommittee Review

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

ORDINANCE NO. C – 36531

AN ORDINANCE relating to the establishment of a two-year biennial budget beginning January 1, 2025, in accordance with Chapter 35.34 RCW; amending the title to Chapter 7.01 of the Spokane Municipal Code; amending SMC 7.01.010; adopting new sections 7.01.020 and 07.01.030 to chapter 7.01 of the Spokane Municipal Code and declaring an emergency.

WHEREAS, the City of Spokane currently prepares and manages its budget on an annual basis; and

WHEREAS, pursuant to Chapter 35.34 RCW, the Municipal Biennial Budget Act, the Washington State Legislature has provided that any city legislative body may by ordinance elect to have a two-year biennial budget in lieu of the annual budget that is otherwise provided for; and

WHEREAS, Chapter 35.34 RCW provides that such ordinance shall be enacted at least six months prior to the commencement of the fiscal biennium; and

WHEREAS, biennial budgeting will provide an opportunity for better long-range and strategic financial planning and consolidation of efforts vested in the budget development and approval process, thereby improving services to the residents of Spokane; and

WHEREAS, the current budget forecast for the 2025 fiscal year and the Mayor and City Council's increase emphasis on long-range budget planning demonstrates the urgency to begin a biennial fiscal budget cycle beginning in 2025.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the title to chapter 7.01 of the Spokane Municipal Code shall be amended as follows

Chapter 7.01 Fiscal Year - Biennial Budget Established

Section 2. That SMC section 7.01.010 is amended as follows:

7.01.010 ((General)) Biennial Budget Established

((The fiscal year of the City commences on the first day of January of each year.))

- A. Pursuant to RCW 35.34.040, the City Council hereby establishes a two-year biennial budget for the City of Spokane, beginning with the adoption of the first biennium budget starting on January 1, 2025, and ending on December 31,

2026. The 2025-2026 budget, and all subsequent budgets, shall be prepared, considered and adopted under the provisions of this ordinance and Chapter 35.34 RCW.

- B. The budget estimates, the proposed preliminary budget, the preliminary budget, notices of hearing, the budget hearing, and adoption of the biennial budget shall be processed and accomplished in accordance with the requirements of Chapter 35.34 RCW, or as permitted (or not prohibited) by Chapter 35.34 RCW, as authorized by ordinances and resolutions from time to time adopted by the City Council not inconsistent with Chapter 35.34 RCW.
- C. The City's fiscal biennium period shall be from January 1st of each odd-numbered year through December 31st of the next succeeding even-numbered year.

Section 3. That there is adopted a new section 7.01.020 to chapter 7.01 of the Spokane Municipal Code as follows:

7.01.020. Mid-Biennial Review and Modification.

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than the first regularly scheduled City Council meeting in November of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 4. That there is adopted a new section 7.01.030 to chapter 7.01 of the Spokane Municipal Code as follows:

07.01.030 Emergency Expenditures.

- A. Upon the happening of any emergency caused by violence of nature, casualty, riot, insurrection, war, or other unanticipated occurrence requiring the immediate preservation of order or public health, or for the property which has been damaged or destroyed by accident, or for public relief from calamity, or in settlement of approved claims for personal injuries or property damages, or to meet mandatory expenditures required by law enacted since the last budget was adopted, or incident to employee recruitment at any time, the city council, upon the adoption of an ordinance, by the vote of one more than the majority of all members of the city council, stating the facts constituting the emergency and the estimated amount required to meet it, may make the expenditures therefor without notice or hearing.
- B. If a public emergency which could not reasonably have been foreseen at the time of filing the preliminary budget requires the expenditure of money not provided for in the budget, and if it is not one of the emergencies specifically enumerated in subsection A of this section, the city council before allowing any expenditure therefor shall adopt an ordinance stating the facts constituting the emergency and the estimated amount required to meet it and declaring that an emergency exists.
- C. The emergency ordinance under this subsection shall not be voted on until five days have elapsed after its introduction, and for passage shall require the vote of one more than the majority of all members of the city council.
- D. Nothing in this Section 07.01.030 shall be deemed to expand the legislative powers of the city council set forth in Section 19 of the City Charter.

Section 5. Emergency Clause. The City Council declares that an urgency and emergency exist such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/20/2024**Committee Agenda type:** Discussion**Date Rec'd**

5/17/2024

Clerk's File #

RES 2024-0053

Renews #**Cross Ref #****Council Meeting Date:** 06/03/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

ZACK ZAPPONE 6256

Bid #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE PDILLON

Agenda Item Name

0320 - "SAFE STREETS NOW!" RESOLUTION

Agenda Wording

"Safe Streets Now!" is a resolution requesting the Mayor to direct the Public Works Department to implement adaptive design strategies for transportation infrastructure within the City of Spokane to be paid through the Traffic Calming Measures Fund.

Summary (Background)

Traffic deaths have reached a 33-year high in Washington State, with a 10% increase in the last year. This resolution requests that the Mayor direct the Public Works Department to implement adaptive design strategies now. Adaptive designs strategies are temporary improvements that provide quick, low-cost solutions for reallocating street space to address an opportunity or to mitigate an existing concern. Adaptive design strategies are cost effective ways to address street safety concerns.

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**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

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\$

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\$

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Committee Briefing Paper

Select Committee Name

Committee Date	5/20/24
Submitting Department	Council
Contact Name	Zack Zappone
Contact Email & Phone	zzappone@spokanecity.org
Council Sponsor(s)	Zappone, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	"Safe Streets Now!" Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Traffic deaths have reached a 33-year high in Washington State, with a 10% increase in the last year. This resolution requests that the Mayor direct the Public Works Department to implement adaptive design strategies now. Adaptive designs strategies are temporary improvements that provide quick, low-cost solutions for reallocating street space to address an opportunity or to mitigate an existing concern. Adaptive design strategies are cost effective ways to address street safety concerns in more areas around the city quickly. Cities across the country have been using adaptive design strategies, including Seattle, Denver, Nashville, San Francisco, and more. Adaptive design strategies have been implemented in Spokane previously, such as a pilot project on Woodside Avenue, Post Street Bridge, and currently near Spokane International Airport.</p> <p>More information can be found an example of adaptive design strategies can be found on the Seattle Right-Of-Way Improvements Manual.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" 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>Narrative: <u>This resolution requests directing current staff resources and using existing Traffic Calming Fund allocation</u></p> <p>Funding Source <input 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? Yes. Traffic Calming Fund</p> <p>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? This proposal would allow traffic calming measures to be implemented quickly across the city, especially in historically excluded communities that lack current traffic safety measures. 	

- 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 be collected about location of adaptive design strategies, which can be used to ensure that strategies are implemented equitably throughout the city.

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

Adaptive design strategies are great for measuring the impact of a traffic calming measure before more costly concrete and pavement options. Traffic, pedestrian, and biking data can be collected before and after the implementation of the adaptive design strategy.

- 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 Comprehensive Plan TR Goal F states to enhance public health and safety by improving infrastructure with protections for vulnerable.

Council Subcommittee Review

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

This has been discussed frequently at Traffic Calming committees.

RESOLUTION NO. 2024-0053

“Safe Streets Now!” is a resolution requesting the Mayor to direct the Public Works Department to implement adaptive design strategies for transportation infrastructure within the City of Spokane to be paid through the Traffic Calming Measures Fund.

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which are applied for by neighborhoods; and

WHEREAS, the City Council historically has adopted several resolutions regarding the allocation of funds generated from automated traffic safety cameras; and

WHEREAS, the City Council has adopted multiple resolutions adopting allocation criteria and funding processes for traffic calming projects, with more than 138 traffic calming projects identified for possible construction through 2027; and

WHEREAS, traditional transportation infrastructure can take years of construction from concept and design through completion, thus delaying construction of smaller and less costly traffic calming projects; and

WHEREAS, calming projects funded by the traffic calming fund have been delayed further by the lack of staff capacity for such projects and the lack of staff expertise in certain aspects of traffic calming projects; and

WHEREAS, the delay in construction of traffic calming projects means non-vehicular users of Spokane’s transportation system are exposed to greater danger in areas where safety could be improved by traffic calming projects; and

WHEREAS, adaptive design strategies are a low-cost method of street design that use “temporary” traffic-calming measures, resulting in much faster installation of safety improvements that can be tested realistically, and pave the way for more permanent traffic calming installations based on constructive public input and actual experience; and

WHEREAS, adaptive design strategies often use painting, planter boxes, bollards and other comparatively inexpensive measures to calm traffic in select locations and can be install much more quickly and inexpensively than more permanent measures.

NOW, THEREFORE, BE IT RESOLVED the City of Council of the City of Spokane formally endorses the concept of adaptive design strategies as suitable for traffic calming, pedestrian safety and bike-friendly infrastructure; and

AND IT IS FURTHER RESOLVED, that the City Council formally requests the Mayor of Spokane direct the relevant staff to implement adaptive design strategies into the construction of traffic calming projects, and, as necessary hire and train staff to perform adaptive design and installation.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT A
Resolution 2023-_____
2024 Traffic Calming Projects

District	Neighborhood	Project	Project Cost	
D1	Shiloh Hills	Standard-Colton (Magnesium to Francis)	\$	500,000.00
D3	Browne's Addition	2nd @ Elm	\$	232,000.00
D3	Peaceful Valley	Clarke Ave	\$	246,000.00
D3	Balboa South Indian Trail	Indian Trail (Holyoke to Janice)	\$	300,000.00
D1	Nevada	Liberty @ Lidgerwood	\$	371,000.00
D2	Latah-Hangman	Lincoln Way (Osprey to Qualchan)	\$	500,000.00
D2	Southgate	Freya @ 44th	\$	300,000.00
D2	East Central	9th (Altamont to Perry)	\$	288,000.00
				\$2,149,000

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/03/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/3/2024

Clerk's File #

RES 2024-0055

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ERIK POULSEN 625-6721

Requisition #**Contact E-Mail**

EPOULSEN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE JBINGLE PDILLON

Agenda Item Name

0320 – RESOLUTION ADOPTING 2024-2025 FEDERAL LEGISLATIVE AGENDA

Agenda Wording

Resolution Adopting 2024-2025 Federal Legislative Agenda

Summary (Background)

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. The proposed resolution is to adopt the federal legislative priorities for the years 2024 - 2025, as set forth in Attachment A of the resolution. This list has been developed with key members of the administration, contract lobbyists and other interested parties.

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

Not Applicable

Amount**Budget Account**

Select

\$

#

Select

\$

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Select

\$

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Select

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Committee Briefing Paper

Finance & Administration Committee

Committee Date	06/03/24
Submitting Department	City Council
Contact Name	Erik Poulsen
Contact Email & Phone	epoulsen@spokanecity.org ; 625-6721
Council Sponsor(s)	Zappone, Bingle, Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320 – Resolution Adopting 2024-2025 Federal Legislative Agenda
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the federal legislative priorities for the years 2024 – 2025, as set forth in Attachment A to the resolution. This list has been developed with key members of the administration, contract lobbyists and other interested parties.</p> <p><input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution</p> <p>Committee review: F & A June 3, 2024 Advance Agenda: June 10, 2024 Action: June 24, 2024</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
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 <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? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact. However, the federal legislative priorities include a number of initiatives that are likely to benefit underserved and marginalized communities, including housing, childcare and tax credits.

- 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

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

Success of legislative effort is measured by how many of the priority measures and budget requests of the City are enacted by Congress.

- 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 adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list has been developed by the legislative team with assistance from key members of the administration, contract lobbyists and other interested parties.

Council Subcommittee Review

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

This list is developed by the council's Legislative Committee.

RESOLUTION NO. 2024-0055

A Resolution adopting the City of Spokane's federal legislative agenda for the years 2024-2025.

WHEREAS, Spokane Municipal Code section 02.03.030 provides that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted, and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane"; and

WHEREAS, the City Council periodically identifies a list of on-going congressional goals and priorities; and

WHEREAS, the City Council has consulted with its federal contract lobbyists, administration staff and interested stakeholders to form the attached initial list of congressional priorities for the years 2024-2025; and

WHEREAS, the attached federal legislative agenda shall guide the City of Spokane's efforts at the federal level for the years 2024-2025;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts its City of Spokane 2024-2025 Federal Legislative Agenda, as specified in Attachment A to this Resolution.

ADOPTED by the City Council this _____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

Attachment A

Adopted by City Council via Resolution 2024-_____ on June ____, 2024

CITY OF SPOKANE 2024-2025 FEDERAL PRIORITIES

The City of Spokane will advocate for federal policies, direct funding and financing tools to:

- Invest in transportation, water infrastructure, and sustainability initiatives;
- Create more housing opportunities and provide essential human services to address homelessness, respond to the fentanyl crisis, and improve public safety; and
- Grow the region's economy and support its workforce.

TRANSPORTATION, WATER INFRASTRUCTURE, & SUSTAINABILITY

- **Latah Bridge:** The City will work with our Congressional delegation and regional transportation stakeholders to secure federal grant funding for the \$65 million Latah Bridge rehabilitation project.
- **US 195:** The City will partner with regional stakeholders and our Congressional delegation to identify and implement solutions that increase safety and freight mobility in this key corridor.
- **Monroe Street Bridge:** The City will seek additional funding for safety improvements on this historic bridge, building on the success of last year's Congressionally Directed Spending (CDS) grant to address suicide prevention.
- **Infrastructure in Northeast and East Central Communities:** The City is prioritizing projects in communities that have experienced historic underinvestment and will continue working to maximize opportunities associated with completion of the North Spokane Corridor.
- **PFAS:** The City will advocate for funding to help mitigate contamination of PFAS "forever chemicals" and protect public health. The City will also advocate to exempt utilities from CERCLA (commonly known as Superfund) liability.
- **Low Income Water Assistance Program (LIHWAP):** The City supports current legislation making LIHWAP permanent to assist those struggling with utility costs and ensure financial sustainability for City utilities.
- **Water Project Grants:** The City will push for federal policies that allow larger cities to access water infrastructure grants that currently are available only to smaller jurisdictions.
- **Land and Water Conservation Fund:** The City will advocate for additional capacity in this program that invests in open space and recreation priorities such as Riverfront Park and High Bridge Park.
- **Waste to Energy (WTE):** The City will explore additional opportunities to promote recycling, waste reduction, and technologies that advance the WTE facility as a more sustainable alternative to landfilling.
- **Li-Ion Batteries:** Spokane Fire Department and the City support current legislation creating federal safety standards for rechargeable lithium-ion batteries to help prevent fires in e-bikes, e-scooters, and other micromobility devices.

HOUSING, HOMELESSNESS & HUMAN SERVICES

- **Street Medicine and Alternative Response Units:** The City is working with community partners to provide more capacity for effective crisis interventions, particularly for

individuals experiencing homelessness and fentanyl addiction. The City is pursuing a Congressionally Directed Spending (CDS) grant and other funding to accelerate expansion of the Spokane Mobile Alternative Response Teams (SMART) initiative.

- **Medicaid Institutions of Mental Disease (IMD):** The City supports lifting the IMD exclusion, which limits Medicaid coverage for mental health treatment in facilities with 16 or more beds. This exclusion contributes to overuse of emergency rooms treatment for mental health and substance use disorders.
- **Low-Income Housing Tax Credits/Private Activity Bonds:** The City supports the Affordable Housing Credit Improvement Act, which would expand low-income housing tax credits and lower the private activity bond financing threshold. These federal tools are the primary drivers for encouraging private investment of affordable housing in the Spokane region.

ECONOMY & WORKFORCE

- **Childcare:** The City will support federal initiatives to strengthen early learning and help ensure families can access high-quality, safe, affordable childcare. The City will advocate for Northeast Public Development Authority's CDS request to fund a childcare center for workers with nontraditional hours, including swing shifts and weekends.
- **Child Tax Credit:** The temporary expansion of the Child Tax Credit as part of the 2021 American Rescue Plan Act was a critical tool for addressing child poverty. The City supports Congressional efforts to expand this tax credit for low- and middle-income families.
- **Tech Hub:** The U.S. Economic Development Administration (EDA) officially designated Spokane's American Aerospace Materials Manufacturing Center as a Tech Hub. The City will support the AAMMC's applications for federal funding and advocate for EDA programmatic funding to support the Tech Hubs initiative.
- **Broadband & Digital Equity:** The City will advocate to expand funding for the federal Affordable Connectivity Program and improve broadband access.
- **New Markets Tax Credit:** The City will support extension of the federal New Markets Tax Credits Program, which helps to promote economic growth and community development in underserved areas by incentivizing private investment.
- **Fairchild Air Force Base:** The City is committed to preserving Fairchild Air Force Base and working with base leadership and regional stakeholders on key issues of mutual interest, including housing supply and workforce initiatives that benefit military spouses and the community.
- **Protecting Retail Businesses:** The City supports stronger partnerships between local governments and federal law enforcement to combat organized retail crime. On their own, local jurisdictions do not have the capacity or tools to address criminal enterprises that are operating across larger regional areas.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Discussion

Date Rec'd

6/3/2024

Clerk's File #

RES 2024-0056

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

GIACOBBE 625-6715

Requisition #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 – RESOLUTION TO APPOINT COUNCIL BUDGET DIRECTOR

Agenda Wording

Resolution appointing City Council Budget Director per SMC 02.005.030 and 02.005.070.

Summary (Background)

Per SMC 02.005.030, the appointment of the Council Budget Director is subject to Council approval. Council is currently interviewing potential candidates, and the Council President expects to have an individual to recommend and hired by July 8. The attached resolution is to approve the appointment and set forth the applicable hire date. This version is blank but will be substituted with a completed version (including offer letter) before the council vote.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$83,958.48 - \$118,097.28 (Base)

Current Year Cost \$ \$41,979 – \$59,048 (Base)

Subsequent Year(s) Cost \$ TBD

Narrative

The Council Budget Director is a key central staff position that provides essential legislative and policy support to the council, especially on fiscal matters.

Amount

Budget Account

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

Committee Briefing Paper

Finance & Administration Committee

Committee Date	June 3, 2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org / 625-6715
Council Sponsor(s)	CP Wilkerson, CM Cathcart, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	0320 – Resolution to Appoint Council Budget Director
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Hen the	Per SMC 02.005.030, the appointment of the Council Budget Director is subject to Council approval. Council is currently interviewing potential candidates, and the Council President expects to have an individual to recommend and hired by July 8. The attached resolution is to approve the appointment and set forth the applicable hire date. This version is blank but will be substituted with a completed version (including offer letter) before the council vote.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost: \$41,979 – \$59,048</p> <p> Subsequent year(s) cost: \$83,958.48 - \$118,097.28</p> <p>Narrative: The Council Budget Director is a key central staff position that provides essential legislative and policy support to the council, especially on fiscal matters.</p> <p>Funding Source <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>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p style="padding-left: 40px;">N/A – This is not a proposal but a resolution appointing a regular budgeted staff position for the council.</p> <ul style="list-style-type: none"> • 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 style="padding-left: 40px;">N/A – See above.</p>	

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

N/A – See above

- 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 SMC 02.005.030, which specifies the employment of a budget director for the City Council.

Council Subcommittee Review

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

No applicable subcommittee.

RESOLUTION NO. 2024-0056

A Resolution approving the appointment of the Budget Director for the Spokane City Council.

WHEREAS, Article III Section 9 (D) of the Spokane City Charter provides that the City Council shall have the authority to employ such staff as it may deem necessary; and

WHEREAS, as part of Ordinance C36376, the City Council adopted SMC 02.005.070 on April 25, 2023, creating and setting forth the general duties for the City Council Budget Director position; and

WHEREAS, the City Council President is requesting the City Council's approval of an external hire for this position.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the appointment of _____ to the position of Budget Director for the City Council and authorizes the Council President to issue an offer of employment letter setting forth terms and conditions of employment, to include a salary in Range 50, or \$83,958.48 - \$118,097.28 annually, of the Exempt-Confidential pay plan, as well as associated benefits, as laid out in the attached offer letter.

Adopted by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd

6/3/2024

Clerk's File #

RES 2024-0057

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

RISK MANAGEMENT

Bid #

Contact Name/Phone

SCOTT JORDAN 625-6223

Requisition #

PAID THRU

Contact E-Mail

JSJORDAN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5800 - SETTLEMENT RESOLUTION

Agenda Wording

Resolution settlement of claim for damages to homeowner residence

Summary (Background)

Resolution settlement of claim for damages to homeowner resident Wayne Stronk as a result of water damage to his home on W 17th. The damage was caused by a break in the city's 6" cast iron water main flooding his basement with 3" of water. Total damage under \$65,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 59,990.96

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

Amount

Budget Account

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

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	RISK MANAGEMENT
Contact Name	SCOTT JORDAN
Contact Email & Phone	JsJordan@spokanecity.org 6223
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Committee Date	June 3, 2024
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5800 SETTLEMENT RESOLUTION
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Resolution settlement of claim for damages to homeowner resident Wayne Stronk as a result of water damage to his home on W 17 th . The damage was caused by a break in the city's 6" cast iron water main flooding his basement with 3" of water. Total damage \$59,990.96.
Proposed Council Action	Council Approval June 17, 2024
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A –	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A –	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION NO. 2024-0057

A Resolution RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS,; on December 14, 2023 Wayne Strunk filed a Claim for damages with the City of Spokane which occurred on December 10, 2023, as a result of a claim of water damage to his basement of his residence property located at 30 W 17th, Spokane WA and

WHEREAS,; the City has determined to resolve all claims with the Claimant and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of **FIFTY-NINE THOUSAND, NINE HUNDRED AND NINTEY AND 96/100 DOLLARS (\$59,990.96)** and

WHEREAS,; Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane relative to the Claim for Damages.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council

The City of Spokane authorizes that payment in the amount of **FIFTY-NINE THOUSAND, NINE HUNDRED AND NINTEY AND 96/100 DOLLARS (\$59,990.96)**; to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**RELEASE AGREEMENT
(REAL OR PERSONAL PROPERTY DAMAGE)**

Know all persons by these presents: That the undersigned, **Wayne Stronk (hereinafter " Releasor")**, being of lawful age, for sole consideration of **fifty nine thousand nine hundred ninety dollars and 96/100 cents (\$59,990.96) payable as \$13,632.36 to Wayne Stronk and \$46,358.60 to Performance Restoration Inc., dba: ServPro**, does hereby release and discharge the City of Spokane, Davies Claims Solutions, their employees, officers, their heirs, representatives, (hereafter collectively referred to as "releasees"), from all claims, demands, damages, costs, expenses and liens as a result of property damage, (real or personal), arising out of or in any way related to the incident as referenced in the Claim for Damages filed with the City of Spokane on or about December 19, 2023 and for an incident occurring on or about December 10, 2023 and at or near 30 W. 17th, Spokane, WA.

IT IS UNDERSTOOD AND AGREED that this is a full and final release pertaining only to property damage claims against releasees and is in full compromise and settlement of releasor's claims against them. Releasor expressly agrees to indemnify the City and Releasees against loss or liability from any and all further property damage claims, demands, or actions that may be brought against the City and Releasees by Releasor or by anyone on Releasor's behalf. This includes, but not limited to, claims by way of subrogation, whether or not on behalf of an insurance company or any other party, for the purpose of enforcing a further claim of damages arising out of or in connection with the above party, and for the above-described incident.

FURTHERMORE, this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability and intend merely to avoid litigation and buy their peace.

This release shall not be a basis for claims for indemnity, contribution or breach of contract pursuant to any statute, common law or agreement and the undersigned further agrees that this release shall not be plead by them as a bar to any claim or suit.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

DATED this 3 day of JUNE, 2024.

Signature



Wayne Stronk



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Consent

Date Rec'd

6/11/2024

Clerk's File #

RES 2024-0058

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

HEATHER PAGE 6578

Requisition #

Contact E-Mail

HPAGE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680- HOME-ARP FUNDING RECOMMENDATIONS

Agenda Wording

The Affordable Housing Committee and the CHHS Board have recommended SNAP and Community Frameworks for HOME-ARP funding pending HUD approval of allocation plan May 2, 2024. SHS is requesting approval to allocate funds to recommend projects.

Summary (Background)

The HOME ARP request for proposals was released August 21, 2023 and closed September 21, 2023. Three projects for \$888,224 in funding were submitted for review. On November 14, 2023 the Affordable Housing Committee voted to recommend the three projects for funding pending HUD approval. The CHHS Board voted December 6, 2023 to approve recommendations pending HUD approval which was May 2, 2024.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 888,224

Current Year Cost \$

Subsequent Year(s) Cost \$ 888,224

Narrative

The HOME-ARP funds are one-time funding from HUD. However, multiple funding rounds, over multiple years may be necessary to fully disburse the HOME-ARP funds.

Amount

Budget Account

Neutral \$ 888,224

1710-95657-51030-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	June 10, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Heather Page
Contact Email & Phone	hpage@spokanecity.org ; 6578
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	HOME-ARP Funding Recommendations
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Community, Housing, and Human Services Department released the HOME-ARP Request for Proposals (RFP) on August 21, 2023. The application closed September 21, 2023.</p> <p>Staff provided an applicant workshop on August 28, 2023. Individual technical assistance was provided to 13 organizations interested in HOME-ARP funding. CHHS received four applications for HOME-ARP supportive services funding. One of the supportive-services-only applications did not meet minimum thresholds as established by HUD and could not be considered for funding. The remaining supportive-services projects, three projects totaling \$888,224 in requested funding, were staff reviewed and forwarded to the Affordable Housing Committee for consideration.</p> <p>On October 19, 2023, the AHC met to discuss their independent reviews of the HOME-ARP applications. After a thoughtful and thorough discussion of the supportive-services-only projects on October 19, 2023, the Affordable Housing Committee requested additional information from the applicants and additional time to review the applicant materials before making a funding recommendation. The Affordable Housing Committee met on November 14, 2023, to discuss their second independent reviews of the supportive-services-only applications and supplemental application materials and recommended three projects for funding, pending HUD's approval of the allocation plan. The CHHS Board reviewed and approved the Affordable Housing Committee's recommendation on December 6, 2023, pending HUD approval of the allocation plan.</p> <p>HUD approved the allocation plan on May 2, 2024.</p> <p>The supportive services projects recommended for funding are:</p> <ol style="list-style-type: none"> 1. Spokane Neighborhood Action Partners' (SNAP) request for \$462,861.00 to establish a <i>Road to Resilience Tenant Support</i> pilot program. This project will provide outreach services, life

skills, employment assistance, meals and groceries, mental and outpatient health services, transportation, case management, landlord/tenant liaison services, and housing related financial support to qualifying tenants in approximately 108 households throughout five SNAP-owned affordable housing properties, over a three-year contract term. The three-year contract term would permit SNAP time to set-aside a per door percentage of reserves to fund a case manager at the end of the contract term.

2. Community Frameworks request for \$225,000 to expand supportive services in Sinto Commons. Sinto Commons currently offers supportive services to 23 households and those services are built into the overall budget for the property. With the three-year HOME-ARP grant, Community Frameworks will expand the supportive services to as many as 47 qualifying households, and will assist tenants with meals and groceries, life-skills training, transportation, case management, and mediation for the three-year term of the contract. During the three-year contract term, Community Frameworks will work with other funders to identify longer term funding for expanded supportive services at Sinto Commons.
3. Community Frameworks requested \$200,363 to establish a Multi-Site Supportive Services Only project. The project would serve 144 qualifying households at four different Community Frameworks owned properties. Currently, Community Frameworks can pay for 0.25 FTE to provide supportive services at these locations. The HOME-ARP funds would be used to fund 0.75 FTE of a resident coordinator position to assist tenants with meals and groceries, life-skills training, transportation, case management, and mediation for the three-year term of the contract. Community Frameworks intends to use rent revenue at the properties, and additional external funding to sustain services following the end of the contract term.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: The HOME-ARP funds are one-time funding from HUD. However, multiple funding rounds, over multiple years may be necessary to fully disburse the HOME-ARP funds.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? HOME-ARP is one-time funding from HUD to be disbursed over multiple years.

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?

All HOME-ARP funded projects are required to serve individuals/households meeting one of the following qualifications:

1. homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) (“McKinney-Vento”);
2. at risk of homelessness, as defined in section 401 of McKinney-Vento;
3. fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;
4. part of other populations where providing supportive services or assistance would prevent a family’s homelessness or would serve those with the greatest risk of housing instability; or
5. veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.

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 be collected per HUD’s requirements.

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

Data will be collected per HUD’s requirements through monthly activities reports as part of the request for reimbursement of expenses.

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? HOME-ARP aligns with the 2019-2024 Consolidated Plan.

RESOLUTION 2024-0058

A resolution setting forth the City Council's approval and endorsement of funding for contracts arising from the HOME-ARP grants and authorizing the execution of the applicable and appropriate contracts to once formalized without further City Council action.

WHEREAS on March 11, 2021 President Biden signed the American Rescue Plan into law, and Congress appropriated \$5 billion in ARP funds to be administered through the U.S. Department of Housing and Urban Development HOME program; and

WHEREAS, on April 8, 2021, the U.S. Department of Housing and Urban Development allocated to the City of Spokane \$4,628,671 in a HOME-ARP grant award; and

WHEREAS, Spokane City Council accepted the HOME-ARP grant award on October 21, 2021, OPR 2021-0692; and

WHEREAS, from December 2021 through June 2022, the Community, Housing, and Human Services (CHHS) Department in collaboration with Spokane County, conducted public presentations, consultations with organizations, and published a public survey to determine needs and uses for HOME-ARP funding; and

WHEREAS, HUD approved the City of Spokane substantial amendment to the 2021 Annual Action Plan on March 31, 2023, permitting the City of Spokane to allocate HOME-ARP funds; and

WHEREAS, CHHS accepted applications for funding through an open, competitive process August 21, 2023-September 21, 2023; and

WHEREAS, on November 14, 2023, the CHHS Affordable Housing Committee thoroughly reviewed the applications and recommended three projects for funding, pending HUD approval. These projects are:

1. Spokane Neighborhood Action Partners' (SNAP) *Road to Resilience Tenant Support* pilot program,
2. Community Frameworks' project that expands supportive services in Sinto Commons, and
3. Community Frameworks Multi-Site Supportive Services Only project; and

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go forward to the Spokane City Council for consideration, pending HUD approval; and

WHEREAS, HUD approved the City of Spokane's allocation plan amendment on May 2, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this HOME-ARP grant set forth in Attachment A that will be executed once formalized;

BE IT IS FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this _____ day of _____,
2024.

City Clerk

Approved as to form:

Assistant City Attorney

HOME-ARP Supportive Services
2023 HOME-ARP Application Log

Name of Organization	Project Name	Type of Project	Project Location
Community Frameworks	Sinto Commons	SSO	509 W Sinto
Community Frameworks	Multi-Site	SSO	Multi-Site
SNAP	Roadmap to Resilience	SSO	Multi-Site

City Funds Requested	Amount Funded
\$225,000	\$225,000
\$200,363	\$200,363
\$462,861	\$462,861

Project Description

Sinto Commons currently offers supportive services to 23 households and those services are built into the overall budget for the property. With the three-year HOME-ARP grant, Community Frameworks will expand the supportive services to as many as 47 qualifying households, and will assist tenants with meals and groceries, life-skills training, transportation, case management, and mediation for the three-year term of the contract. During the three-year contract term, Community Frameworks will work with other funders to identify longer term funding for expanded supportive services at Sinto Commons.

Multi-Site Supportive Services Only project. The project would serve 144 qualifying households at four different Community Frameworks owned properties. Currently, Community Frameworks can pay for 0.25 FTE to provide supportive services at these locations. The HOME-ARP funds would be used to fund 0.75 FTE of a resident coordinator position to assist tenants with meals and groceries, life-skills training, transportation, case management, and mediation for the three-year term of the contract. Community Frameworks intends to use rent revenue at the properties, and additional external funding to sustain services following the end of the contract term.

This project will provide outreach services, life skills, employment assistance, meals and groceries, mental and outpatient health services, transportation, case management, landlord/tenant liaison services, and housing related financial support to qualifying tenants in approximately 108 households throughout five SNAP-owned affordable housing properties, over a three-year contract term. The three-year contract term would permit SNAP time to set-aside a per door percentage of reserves to fund a case manager at the end of the contract term.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Consent

Date Rec'd

5/22/2024

Clerk's File #

RES 2024-0059

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

ALEX GIBILISCO 625-6957

Requisition #

Contact E-Mail

AGIBILISCO@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON LNAVARRETE MCATHCART

Agenda Item Name

0320-RESOLUTION APPOINTING MEMBERS TO EQUITY SUBCOMMITTEE

Agenda Wording

Resolution Appointing Members to Equity Subcommittee

Summary (Background)

The Equity Subcommittee has received four applications for new members to the subcommittee. Current members of the subcommittee invited them to meetings and interviewed them. The current subcommittee members voted to advance the names of four candidates. The recommended candidates are two from district 2, and two from district 1. The resolution also asks the subcommittee to clarify length of terms in their bylaws.

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 Briefing Paper

Urban Experience Committee

Committee Date	06/03/2024
Submitting Department	City Council Office
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org ; 509-904-5465
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone, CM Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320- Appointing members to the Equity Subcommittee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Equity Subcommittee has received four applications since the beginning of 2024. Current members of the equity subcommittee invited them to meetings with an Equity Subcommittee and interviewed them.</p> <p>At the April 12, 2024 meeting the current Equity Subcommittee members voted to advance the names of four candidates.</p> <p>The candidates are two from district 2, and two from district 1.</p> <p>The resolution also asks the subcommittee to clarify length of terms in their bylaws.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost: Unknown</p> <p> Subsequent year(s) cost: Unknown</p> <p>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</p> <p>Funding Source <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? Click or tap here to enter text.</p> <p>Expense Occurrence <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>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

Advancing equity requires systematically embedding fairness in decision-making processes so City department heads, policymakers, and community organizations can recognize and remove inequities in policies and programs that serve as barriers to equality of opportunity. An engaged group of community members can provide insight to identify, remove, and dismantle racial, social, and economic inequities in City services, programs, and policy.

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

The application to the Equity Subcommittee collects this information provided on a voluntary basis.

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

See above

- 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?

Increased Civic participation and social health is encouraged in the Chapter 10 of the Comprehensive Plan.

Council Subcommittee Review

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

The Equity Subcommittee Reviewed the applications of the applicants, interviewed them, and made the recommendation.

RESOLUTION NO. 2024-0059

A resolution appointing new members to the Equity Subcommittee of the City Council's Finance and Administration Committee and setting the length of member terms.

WHEREAS, Resolution 2021-0098 establishes an ad hoc Equity Subcommittee of the City Council's Finance and Administration Committee; and

WHEREAS, among the purposes of the Equity Subcommittee are to identify, remove, and dismantle racial and social economic inequities in City services, programs, and decision-making processes through collaboration with the City Council and administration leadership; and

WHEREAS, an additional goal of the Equity Subcommittee is to ensure that an individual's success and quality of life, so far as affected by City programs, policies and services, is not improperly impacted by race, religion, creed, color, sex national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, veteran discharge history or military status, refugee status, nor affected by the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination; and

WHEREAS, the Equity Subcommittee recently solicited applications for new members, and the current membership of the Equity Subcommittee reviewed the applications and interviewed four applicants; and

WHEREAS, on April 12, 2024 the Equity Subcommittee voted to recommend four applicants for consideration by City Council; and

WHEREAS, the City council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, and to appoint members of each subcommittee, all as provided under City Council Rule of Procedure 6.4 and Resolution 2021-0098;

WHEREAS Resolution 2021-0098 did not specify the length of terms for subcommittee members or a process for setting term lengths;

NOW, THEREFORE, BE IT RESOLVED that the individuals listed below are hereby appointed to membership on the Equity Subcommittee of the City Council's Finance and Administration Committee:

- Ana Trusty
- Lindsey Shaw
- Tyler Tamoush
- Wendy Schatz

and,

BE IT FURTHER RESOLVED, that appointed members of the Equity Subcommittee shall adopt and publish bylaws setting forth (a) procedures for the conduct of its meetings, (b) the length and number of consecutive terms for its members and officers, and (c) procedures for election of officers.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/17/2024

Clerk's File #

ORD C36517

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM 6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

ORDINANCE ESTABLISHING A TRANSPORTATION COMMISSION

Agenda Wording

This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process.

Summary (Background)

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.?? Background The City of Spokane has four transportation-related boards and commissions: (BAB, CTAB, Pkg Advisory, & PCTS)

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

The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

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

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4/15/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel Spencer Gardner Colin Quinn-Hurst
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Wilkerson and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Ordinance Establishing a Transportation Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Overview</u> This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process for the passage of formal recommendations to City Council and the Mayor's Office regarding transportation policies, initiatives, projects, and programs.</p> <p><u>Purpose</u> The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.</p> <p><u>Background</u> The City of Spokane has four transportation-related boards and commissions:</p> <ul style="list-style-type: none"> • Bicycle Advisory Board (BAB) • Citizens' Transportation Advisory Board (CTAB) • Parking Advisory Board • Plan Commission Transportation Subcommittee (PCTS) <p>These transportation-related boards and commissions lack a clear and unified process for passing formal recommendations to the City Council and to the Mayor's Office. Furthermore, the City has struggled to recruit enough applicants to fill the positions established by these four boards. Because roles and responsibilities within these boards often overlap, both residents and City staff find it challenging to identify the appropriate advisory body to attend for a given topic. City staff regularly give the same presentation to multiple advisory bodies. Consolidating the boards into one Transportation Commission will provide a transparent and holistic venue for consideration of transportation initiatives, programs, and projects and a formalized process for making recommendations to the City Council and Administration.</p> <p>The Transportation Commission format is consistent with best practices adopted by other mid-size and large cities in the State of Washington (Bellevue, Bellingham, Kirkland, & Tacoma, and Vancouver).</p>

Section 1

Establishes Planning and Economic Development Services as the departmental staff to the Transportation Commission. This mirrors Planning and Economic Development Services' current role as administrative staff to the Plan Commission Transportation Subcommittee and Bicycle Advisory Board.

Sections 2-4

The municipal code sections governing the Citizens' Transportation Advisory Board (CTAB) and the Parking Advisory Board will be repealed. Plan Commission Transportation Subcommittee was created by a 2014 resolution and its consolidation into the Transportation Commission does not require any code change. The Transportation Commission will assume all the duties and responsibilities of these boards.

Section 5

04.40.10 – Purpose statement

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.

04.40.020 –Definitions section

04.40.030 – Voting Membership

- The Transportation Commission will consist of 9 commissioners nominated by the Mayor and appointed by the City Council through the normal boards and commissions process.
- Each city council district will have one resident on the Commission.
- One member will be a downtown resident or owner/operator of a downtown business who has experience with the City's parking system.
- One at-large member will represent the bicycling community and be familiar with the Bicycle Master Plan.
- The Commission will also include four members with technical expertise who either reside in the city or work in the city. One of those experts will bring an expertise focused on ADA requirements and experience with the transportation needs of mobility-impaired populations.

04.40.040 – Appointment and Term

- Commission member terms will be four years. This matches the term length for Plan Commission.

04.40.050 – Liaison Members

- A city council member is added as a liaison to mirror Plan Commission.

- A Community Assembly member is added as a liaison to be appointed annually by the Community Assembly.
- Allows representatives of agencies with transportation interests in the city to join the Commission as non-voting liaison members. This includes SRTC, STA, WSDOT, SRHD, Spokane Public Schools, Downtown Spokane Partnership, and others.

04.40.060 – Officers (mirrors Plan Commission’s officer section)

04.40.70 – Ancillary Powers

- Mirrors Plan Commission; Adds a line to support joint meetings with the City Council and other relevant boards.

04.40.80 – Duties & Responsibilities – The Commission’s annual work plan will be adopted by the City Council. It will be established in consultation with Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, and the City Council’s Transportation Benefit District Administrator and Manager of Neighborhood Connectivity Initiatives.

Six-Year Street Program

The Commission will review and make recommendations, in consultation with Plan Commission, on street improvements in the Six-Year Comprehensive Street Program. Integrated Capital Management will provide administrative support. This function is currently performed by the Plan Commission Transportation Subcommittee (PCTS).

Transportation Benefit District

The Commission will make annual recommendations to the City Council for residential street funds and sidewalk projects. The Council’s Transportation Benefit District Administrator will provide support to the Commission for this function with assistance from the Street Department. This function is currently performed by the Citizens’ Transportation Advisory Board (CTAB).

Bicycle Master Plan & Pedetrian Master Plan

The Commission will make recommendations on revisions and updates to the Bicycle Master Plan and the Pedestrian Master Plan in consultation with the Plan Commission and Bicycle Advisory Board. Planning and Economic Development will provide administrative support for this function.

Parking System

The Commission will make recommendations on parking rates and projects to improve the parking environment. Code Enforcement and Parking Services provide administrative support for this function. This function is currently performed by the Parking Advisory Board.

Automated Traffic Safety Cameras (Traffic Calming)

- The Commission will make annual recommendations to the City Council on the addition/relocation/removal of traffic safety cameras.
- The Commission will review and make annual recommendations to the City Council on eligible projects from traffic safety camera

	<p>revenue in compliance with state law Projects and expenditures already approved by Council are not affected by this ordinance.</p> <ul style="list-style-type: none"> The City Council’s Manger of Neighborhood Connectivity Initiatives will provide administrative support for this function. <p>Reporting The Commission is required to submit an annual state of transportation report to Council to be published. This report will include the status of transportation projects and the status/outcome of any transportation studies. The report will satisfy the annual reporting requirements of the Transportation Benefit District.</p> <p>4.40.090 Equity Considerations Appointments to the Commission shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities.</p> <p>The Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities.</p>
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Fiscal Impact
Approved in current year budget? Yes No N/A
Total Cost: \$0
Current year cost: \$0
Subsequent year(s) cost:

Narrative: The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

Funding Source One-time Recurring N/A
Specify funding source: Select Funding Source*
Is this funding source sustainable for future years, months, etc?

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?

This Commission will have members from every Council district. The purpose of the Transportation Commission is to provide recommendations to the Mayor and City Council on the transportation projects and programs necessary to achieve a safe and equitable multimodal transportation system. The Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

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

The Commission will issue an annual report. This report will include how the Commission is fulfilling its purpose of providing advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system. The Commission is required to consider the effect of its policy and funding recommendations on community members with disabilities and on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

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

The Commission will issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. The report should also include feedback on the Transportation Commission and its processes and procedures.

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

Comprehensive Plan TR Goal A: Promote A Sense of Place

Comprehensive Plan TR Goal B: Provide Transportation Choices

Comprehensive Plan TR Goal C: Accommodate Access to Daily Needs and Priority Destinations

Comprehensive Plan TR Goal D: Promote Economic Opportunity

Comprehensive Plan TR Goal E: Respect Natural & Community Assets

Comprehensive Plan TR Goal F: Enhance Public Health & Safety

Comprehensive Plan TR Goal G: Maximize Public Benefits and Fiscal Responsibility With Integration

SMC 08.16 – Transportation Benefit District

SMC 16A.84 – Transportation Priority – Pedestrian Safety

SMC 07.08.130 – Parking System Fund

SMC 16A.64 Automated Traffic Camera Systems

Resolution 2014-0078

HB 2384

Sustainability Action Plan Goal 2

**ORD C36517 (INCLUDES WILKERSON AMENDMENT and ZAPPONE AMENDMENT
APPROVED ON 04-29-24)**

ORDINANCE NO C36517

An ordinance establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code.

WHEREAS, the City Council and Mayor agree that the City's multiple transportation-related advisory committees, subcommittees, and boards often review and consider similar projects, and often have membership and staffing structures that overlap, all resulting in duplicate processes and unnecessary devotion of staff time to support those advisory bodies; and

WHEREAS the City Council and Mayor deem it beneficial to align existing advisory, transportation-related bodies under a unified Transportation Commission to leverage existing expertise, to improve and elevate citizen input, to prevent duplication of effort and staff time, and to provide a holistic review of the City of Spokane's transportation system; and

WHEREAS, in constructing and populating its boards and commissions, the City is committed to encouraging individuals from diverse backgrounds to apply, and to ensure in the composition of those boards and commissions a representation of all ages, ability, ethnicity, gender identity, geographical location, indigenous background, national origin, race, religion, sexual orientation, social class, and veteran status, as well as ensuring representation from historically marginalized communities.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.365 of Chapter 03.01A of the Spokane Municipal Code is amended to read as follows:

03.01A.365 Planning and Economic Development Services

The ~~((planning and economic development services))~~ Planning and Economic Development Services department is responsible for preparation and maintenance of the Comprehensive Plan ~~((comprehensive plan))~~ to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; reviews development permits for compliance with land use codes; and promotes economic growth, redevelopment and developer incentives to enhance the quality of life in the community.

- A. The department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- B. Through the administration section, the department serves as staff to the Plan Commission (~~((plan commission))~~), Design Review Board (~~((design review board))~~), ~~((and bicycle advisory board))~~ Bicycle Advisory Board, and Transportation Commission.
- C. Any applicant offered the position of director of Planning and Economic Development Services (~~((planning and economic development services))~~) for the City of Spokane shall meet or exceed the following qualifications at the time the offer of employment is made:
1. (~~((bachelors))~~) bachelor's or (~~((masters))~~) master's degree in urban planning, public administration or a related field;
 2. American Institute of Certified Planners (AICP) certification;
 3. minimum of eight years of progressively responsible planning experience;
 4. minimum of four years of experience in a supervisory capacity, including significant experience managing complex projects and management experience related to long-range planning or land use planning;
 5. demonstrated responsibility for budgets exceeding one million dollars;
 6. demonstrated substantial coursework in land use and urban planning principles;
 7. demonstrated knowledge of federal, state and local laws and regulations as they apply to urban planning, particularly with regard to of the State of Washington's Growth Management Act;
 8. demonstrated record of implementing projects consistent with a comprehensive plan or other adopted plans;
 9. demonstrated knowledge of real estate terminology, laws, practices, principles, and regulations;
 10. demonstrated knowledge of basic environmental function and values;

11. demonstrated skills in oral and written communication to individuals and groups in a public setting; and

12. demonstrated ability to work across departments and disciplines.

Equivalent combination of education and experience may substitute for the requirements 3-10.

- D. The ~~((planning and economic development services))~~ Planning and Economic Development Services director shall be appointed by the ~~((mayor))~~ Mayor, with approval by a majority of the ~~((city council))~~ City Council, pursuant to section 24 of the Spokane ~~((city charter))~~ City Charter.

Section 2. That Chapter 04.16.020 of the Spokane Municipal Code is amended as follows.

4.16.020 General Purpose

The Bicycle Advisory Board is established to provide ~~((advice to))~~ recommendations to the Transportation Commission in order to advise the mayor, the city council, and departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

Section 3. That Section 04.16.030 of Chapter 04.16 of the Spokane Municipal Code is amended as follows.

4.16.030 Specific Functions

Without limiting the scope of [SMC 4.16.020](#) the Bicycle Advisory Board is given the following functions and responsibilities:

- A. To initiate and/or assist in revisions to the City's bikeways plan.
- B. To review proposals and plans for spot improvements and bikeways and provide timely comments to the Transportation Commission and affected agencies.
- C. To review, evaluate and comment on the annual six-year bikeways program.
- D. To promote bicycling as a viable form of urban transportation.
- E. To promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured parking racks and lockers.
- F. To develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

Section 4. That Chapter 04.37 of the Spokane Municipal Code is repealed.

Section 5. That Chapter 04.38 of the Spokane Municipal Code is repealed.

Section 6. There is enacted a new chapter 04.40 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.40	Transportation Commission
04.40.010	Purpose
04.40.020	Definitions
04.40.030	Membership
04.40.040	Appointment and Term
04.40.050	Liaison Members
04.40.060	Officers
04.40.070	Ancillary Powers
04.40.080	Duties and Responsibilities
04.40.090	Equity Considerations
04.40.100	Removal of Commissioners

04.40.010 Purpose

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.

04.40.020 Definitions

- A. "Bicycle Master Plan" means a component of the Comprehensive Plan focusing on developing a connected bicycle network, support facilities and programs necessary to improve the environment for bicycling and multimodal transportation.
- B. "Pedestrian Master Plan" means a component of the Comprehensive Plan focusing on the recommended policies and best practices necessary to improve and enhance the pedestrian environment.
- C. "Manager of Neighborhood Connectivity Initiatives" means the staff member assigned by the Spokane City Council to assist with the automated traffic safety camera program authorized by RCW 46.63 and SMC 16A.64.
- D. "Six-Year Street Program" means the capital street projects planned over the upcoming six years updated annually in accordance with state law.
- E. "Transportation Benefit District (TBD)" means the independent taxing district created by the City Council pursuant to RCW 36.73 for the sole purpose of making annual improvements to the operation, preservation and maintenance of the City's existing transportation facilities and programs set forth in the six-year pavement

maintenance program and pedestrian program.

- F. "Transportation Benefit District (TBD) Administrator" means the staff member assigned by the Spokane City Council to assist the Transportation Benefit District in the duties and responsibilities outlined in RCW 36.73 and SMC 08.16.
- G. "Spokane Safe Streets Program" means programs and infrastructure funded by automated traffic safety cameras pursuant to RCW 46.63 and SMC 16A.64.

04.40.030 Membership

The Transportation Commission shall consist of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board who shall be selected as provided in subsection C. The membership shall consist of:

- A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane;
- B. One representative who either resides in, or owns or operates a business in, the downtown district and who has experience with the City parking system and multiple modes of transportation in the city of Spokane;
- C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and
- D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane.
- E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.

04.40.040 Appointment and Term

A. Term

1. The term of office shall be four years.
2. The terms of the three commissioners appointed under 04.40.030(A) shall expire in odd-numbered years, with two terms expiring in one odd-numbered year and the other term expiring in the subsequent odd-numbered year.
3. The term of the one commissioner appointed under 04.40.030(B) shall expire in odd-numbered years commencing in the year 2025.

4. The seat of the one commissioner appointed under 04.40.030(C) shall expire or renew as determined by action of the Bicycle Advisory Board; provided, no Bicycle Advisory Board member shall serve more than four consecutive terms on the Transportation Commission.
5. The terms of the four commissioners appointed under 04.40.030(D) and 04.40.030(E) shall expire in even-numbered years, with two terms expiring each even-numbered year.
6. Initial and subsequent commissioners may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
7. No commissioner shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy shall be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

04.40.050 Liaison Members

- A. Representatives of the following agencies with transportation interests within the city of Spokane may join the Transportation Commission as members in liaison roles: Spokane Transit Authority, Spokane Regional Transportation Council, Washington State Department of Transportation, Spokane Regional Health District, Parking and Business Improvement Area, Downtown Spokane, Partnership, University District Public Development Authority, and Spokane Public Schools. Additional liaisons representing agencies not listed in this section may be admitted upon majority vote of the Commission.
- B. The City Council shall appoint up to three city council members to serve as liaisons to the Transportation Commission.
- C. The Community Assembly may nominate a member of the assembly to serve as a liaison to the Transportation Commission.
- D. Liaison members shall be non-voting members in Transportation Commission business.
- E. Liaison members shall be selected by the agency or body represented on the Transportation Commission and shall not be subject to mayoral appointment or council approval of their appointment.

- F. The Community Assembly and any agency with a representative serving as a liaison to the Transportation Commission may identify an alternate member of the assembly or agency to serve in the absence of the designated liaison.

04.40.060 Officers

- A. The Transportation Commission shall select a Chair and Vice Chair of the Commission from among those members appointed through the process outlined in SMC 04.40.030 for a term of two years. No person shall serve as chair for more than two consecutive two-year terms. The chair shall preside over meetings and the vice chair shall preside over meetings in the absence of the chair.
- B. The Planning and Economic Developments Services director, or his or her designee, shall serve as secretary to the Commission.
- C. The Transportation Commission may appoint other officers as it deems necessary.

04.40.070 Ancillary Powers

The Transportation Commission shall have the power to:

- A. adopt internal rules of procedure to accomplish its duties;
- B. use administrative support and staff as well as technical support from appropriate City departments and offices as necessary to assist the commission in the performance of its functions, maintenance of its records, and preparation of official correspondence;
- C. organize itself, establish workgroups, committees, or subcommittees, establish annual work programs in consultation with the appropriate city department heads, and delegate duties for the performance of its work;
- D. Host joint meetings with the City Council and relevant boards and commissions.

04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

- A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with Chapter 16A.84 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:
 - 1. Transportation systems that protect and serve the pedestrian;
 - 2. The needs of those who use public transportation and non-motorized transportation modes; and

3. The needs of automobile users after consideration of the needs in subsections (1) and (2) above.
- B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.
 - C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, may review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
 - D. Transportation Benefit District - The Transportation Commission may make recommendations to the City Council regarding a comprehensive program for the following programs:
 1. Use of Transportation Benefit District (TBD) program funds; and
 2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
 3. Required investments in pedestrian improvements per SMC 08.16.060.

The Transportation Benefit District (TBD) Administrator shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department will assist with identification of residential/local access streets appropriate for repair.

- E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, may review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- G. Parking System - The Transportation Commission may make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall

provide staff support to the Transportation Commission to help fulfill this duty.

H. Automated Traffic Safety Cameras - The Transportation Commission may make annual recommendations to the City Council on the following:

1. the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law;
2. a comprehensive program and prioritized transportation uses of revenues generated from automated traffic safety cameras; and
3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives shall provide staff support to the Transportation Commission to help fulfill these duties.

I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.

4.40.090 Equity Considerations

A. In making and approving appointments to the Transportation Commission, the Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

B. In performing its duties under SMC 4.40.080, the Transportation Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate

lack of investment in transportation infrastructure and programs.

4.40.100 Removal of Commissioners

Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 8. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

In Section 6, strike all sections relating to new SMC Sections 04.40.030 – 050 and substitute the following:

04.40.030 Membership

The Transportation Commission shall consist of ten commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board who shall be selected as provided in subsection C. The membership shall consist of:

- A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane;
- B. One representative who either resides in, or owns or operates a business in, the downtown district and who has experience with the City parking system and multiple modes of transportation in the city of Spokane;
- C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan;
- D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane;
- E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations; and
- F. One representative from the Community Assembly and designated by the Community Assembly.

04.40.040 Appointment and Term

- A. Term
 - 1. The term of office shall be four years.
 - 2. The terms of the three commissioners appointed under 04.40.030(A) shall expire in odd-numbered years, with two terms expiring in one odd-numbered year and the other term expiring in the subsequent odd-numbered year.
 - 3. The term of the one commissioner appointed under 04.40.030(B) shall

expire in odd-numbered years commencing in the year 2025.

4. The seat of the one commissioner appointed under 04.40.030(C) shall expire or renew as determined by action of the Bicycle Advisory Board; provided, no Bicycle Advisory Board member shall serve more than four consecutive terms on the Transportation Commission.
5. The seat of the one commissioner appointed under 04.40.030(F) shall expire or renew as determined by action of the Community Assembly; provided, no representative of the Community Assembly shall serve more than two consecutive terms on the Transportation Commission.
6. The terms of the four commissioners appointed under 04.40.030(D) and 04.40.030(E) shall expire in even-numbered years, with two terms expiring each even-numbered year.
7. Initial and subsequent commissioners may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
8. No commissioner shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy shall be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

04.40.050 Liaison Members

- A. Representatives of the following agencies with transportation interests within the city of Spokane may join the Transportation Commission as members in liaison roles: Spokane Transit Authority, Spokane Regional Transportation Council, Washington State Department of Transportation, Spokane Regional Health District, Parking and Business Improvement Area, Downtown Spokane, Partnership, University District Public Development Authority, and Spokane Public Schools. Additional liaisons representing agencies not listed in this section may be admitted upon majority vote of the Commission.
- B. The City Council shall appoint up to three city council members to serve as liaisons to the Transportation Commission.
- C. Liaison members shall be non-voting members in Transportation Commission business.
- D. Liaison members shall be selected by the agency or body represented on the

Transportation Commission and shall not be subject to mayoral appointment or council approval of their appointment.

- E. Any agency with a representative serving as a liaison to the Transportation Commission may identify an alternate member of the agency to serve in the absence of the designated liaison.

In Section 6, strike the portion creating a new SMC 04.40.080 (Duties and Responsibilities) and substitute the following:

04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

- A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with Chapter 16A.84 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:
 - 1. Transportation systems that protect and serve the pedestrian;
 - 2. The needs of those who use public transportation and non-motorized transportation modes; and
 - 3. The needs of automobile users after consideration of the needs in subsections (1) and (2) above.
- B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.
- C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, may review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- D. Transportation Benefit District - The Transportation Commission may make recommendations to the City Council regarding a comprehensive program for the following programs:
 - 1. Use of Transportation Benefit District (TBD) program funds; and
 - 2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
 - 3. Required investments in pedestrian improvements per SMC 08.16.060.

The Transportation Benefit District (TBD) Administrator and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department will assist with identification of

residential/local access streets appropriate for repair.

- E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, may review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
- G. Parking System - The Transportation Commission may make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- H. Automated Traffic Safety Cameras - The Transportation Commission may make annual recommendations to the City Council on the following:
 - 1. the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law;
 - 2. a comprehensive program and prioritized transportation uses of revenues generated from automated traffic safety cameras; and
 - 3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill these duties.

- I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies.

Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

- J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.

Strike all of Section 6 and substitute the following:

Section 6. There is enacted a new chapter 04.40 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.40	Transportation Commission
04.40.010	Purpose
04.40.020	Definitions
04.40.030	Membership
04.40.040	Appointment and Term
04.40.050	Liaison Members
04.40.060	Officers
04.40.070	Ancillary Powers
04.40.080	Duties and Responsibilities
04.40.090	Equity Considerations
04.40.100	Removal of Commissioners

04.40.010 Purpose

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe, cost-effective and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law. Special attention shall be paid to promoting a cost benefit analysis that emphasizes an economies of scale framework.

04.40.020 Definitions

- A. "Bicycle Master Plan" means a component of the Comprehensive Plan focusing on developing a connected bicycle network, support facilities and programs necessary to improve the environment for bicycling and multimodal transportation.
- B. "Pedestrian Master Plan" means a component of the Comprehensive Plan focusing on the recommended policies and best practices necessary to improve and enhance the pedestrian environment.
- C. "Manager of Neighborhood Connectivity Initiatives" means the staff member assigned by the Spokane City Council to assist with the automated traffic safety camera program authorized by RCW 46.63 and SMC 16A.64.
- D. "Six-Year Street Program" means the capital street projects planned over the upcoming six years updated annually in accordance with state law.

- E. "Transportation Benefit District (TBD)" means the independent taxing district created by the City Council pursuant to RCW 36.73 for the sole purpose of making annual improvements to the operation, preservation and maintenance of the City's existing transportation facilities and programs set forth in the six-year pavement maintenance program and pedestrian program.
- F. "Transportation Benefit District (TBD) Administrator" means the staff member assigned by the Spokane City Council to assist the Transportation Benefit District in the duties and responsibilities outlined in RCW 36.73 and SMC 08.16.
- G. "Spokane Safe Streets Program" means programs and infrastructure funded by automated traffic safety cameras pursuant to RCW 46.63 and SMC 16A.64.

04.40.030 Membership

The Transportation Commission shall consist of eleven commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board who shall be selected as provided in subsection C. The membership shall consist of:

- A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane, who shall be nominated by the Mayor after consultation with the duly elected Council members of each respective district;
- B. One representative who either resides in, or owns or operates a business in, the downtown district and who has experience with the City parking system and multiple modes of transportation in the city of Spokane;
- C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan;
- D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane;
- E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations; and
- F. Two executive directors of a local Public Development Authority.

04.40.040 Appointment and Term

- A. Term
 - 1. The term of office shall be four years.

2. The terms of the three commissioners appointed under 04.40.030(A) shall expire in odd-numbered years, with two terms expiring in one odd-numbered year and the other term expiring in the subsequent odd-numbered year.
3. The term of the one commissioner appointed under 04.40.030(B) shall expire in odd-numbered years commencing in the year 2025.
4. The seat of the one commissioner appointed under 04.40.030(C) shall expire or renew as determined by action of the Bicycle Advisory Board; provided, no Bicycle Advisory Board member shall serve more than four consecutive terms on the Transportation Commission.
5. The terms of the four commissioners appointed under 04.40.030(D) and 04.40.030(E) shall expire in even-numbered years, with two terms expiring each even-numbered year.
6. The terms of the PDA directors appointed under 04.40.0430(F) shall expire in odd-numbered years.
7. Initial and subsequent commissioners may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
8. No commissioner shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy shall be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

04.40.050 Liaison Members

- A. Representatives of the following agencies with transportation interests within the city of Spokane may join the Transportation Commission as members in liaison roles: Spokane Transit Authority, Spokane Regional Transportation Council, Washington State Department of Transportation, Spokane Regional Health District, Parking and Business Improvement Area, Downtown Spokane, Partnership, and Spokane Public Schools. Additional liaisons representing agencies not listed in this section may be admitted upon majority vote of the Commission.
- B. The City Council shall appoint up to three city council members to serve as liaisons to the Transportation Commission.

- C. The Community Assembly may nominate a member of the assembly to serve as a liaison to the Transportation Commission.
- D. Liaison members shall be non-voting members in Transportation Commission business.
- E. Liaison members shall be selected by the agency or body represented on the Transportation Commission and shall not be subject to mayoral appointment or council approval of their appointment.
- F. The Community Assembly and any agency with a representative serving as a liaison to the Transportation Commission may identify an alternate member of the assembly or agency to serve in the absence of the designated liaison.

04.40.060 Officers

- A. The Transportation Commission shall select a Chair and Vice Chair of the Commission from among those members appointed through the process outlined in SMC 04.40.030 for a term of two years. No person shall serve as chair for more than two consecutive two-year terms. The chair shall preside over meetings and the vice chair shall preside over meetings in the absence of the chair.
- B. The Planning and Economic Developments Services director, or his or her designee, shall serve as secretary to the Commission.
- C. The Transportation Commission may appoint other officers as it deems necessary.

04.40.070 Ancillary Powers

The Transportation Commission shall have the power to:

- A. Adopt internal rules of procedure to accomplish its duties;
- B. Use administrative support and staff as well as technical support from appropriate City departments and offices as necessary to assist the commission in the performance of its functions, maintenance of its records, and preparation of official correspondence;
- C. Access all relevant City data and develop productive analytics;
- D. organize itself, establish workgroups, committees, or subcommittees, establish annual work programs in consultation with the appropriate city department heads, and delegate duties for the performance of its work;
- E. Host joint meetings with the City Council, Plan Commission and other relevant boards and commissions.
- F. Establish and implement a structured citizen engagement strategy that ensures

projects meet actual public needs and avoid hyperlocal concerns;

G. Conduct onsite visits at transportations projects.

04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with Chapter 16A.84 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:

1. Transportation systems that protect and serve the pedestrian;
2. The needs of those who use public transportation and non-motorized transportation modes; and
3. The needs of automobile users after consideration of the needs in subsections (1) and (2) above.

B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.

C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, may review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

D. Transportation Benefit District - The Transportation Commission may make recommendations to the City Council regarding a comprehensive program for the following programs:

1. Use of Transportation Benefit District (TBD) program funds; and
2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
3. Required investments in pedestrian improvements per SMC 08.16.060.

The Transportation Benefit District (TBD) Administrator shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department will assist with identification of residential/local access streets appropriate for repair.

E. Bicycle Master Plan - The Transportation Commission, in consultation with the

Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.

- F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, may review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- G. Parking System - The Transportation Commission may make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- H. Establish a Technical Subcommittee technological Advancements (Smart Road Infrastructure) and Material Sciences, as follows:
 - 1. A technical subcommittee shall be established within the commission to focus on bringing forward recommendations based on the latest advancements in technology and material sciences, particularly in the areas of smart road infrastructure, asphalt mixes and other paving materials. This subcommittee, may be comprised of both Transportation Commission voting members or liaisons, who will be tasked with evaluating and recommending innovative and cost-effective, and future proofing solutions for road infrastructure, paving and maintenance.
- I. Automated Traffic Safety Cameras - The Transportation Commission may make annual recommendations to the City Council on the following:
 - 1. the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law;
 - 2. a comprehensive program and prioritized transportation uses of revenues generated from automated traffic safety cameras; and
 - 3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or

expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives shall provide staff support to the Transportation Commission to help fulfill these duties.

- J. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.
- K. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.

4.40.090 Equity Considerations

- A. In making and approving appointments to the Transportation Commission, the Mayor and City Council shall seek adequate representation from community members with disabilities and/or from historically underrepresented geographic areas and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.
- B. In performing its duties under SMC 4.40.080, the Transportation Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented geographic areas and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

4.40.100 Removal of Commissioners

Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/13/2024**Committee Agenda type:** Discussion**Date Rec'd**

5/13/2024

Clerk's File #

ORD C36528

Cross Ref #**Project #****Council Meeting Date:** 06/10/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6776

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

0520 - MAYOR'S OFFICE STREAMLINING LICENSE REQUIREMENTS FOR ALL

Agenda Wording

This ordinance streamlines licensing requirements for all ages venues by eliminating separate and additional requirements for All Ages Venues and Teen Clubs by rolling it up into the general regulations for Entertainment Facilities.

Summary (Background)

This ordinance streamlines licensing requirements for all ages venues by eliminating separate and additional requirements for All Ages Venues and Teen Clubs by rolling it up into the general regulations for Entertainment Facilities. The ordinance also removes outdated dancing regulations and language about the size and lighting of dance floors better regulated through the building or fire codes. The ordinance also updates the code section to reflect the City's current noise ordinance.

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

The licensing costs remain the same. There is no fiscal impact of this ordinance.

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

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

zzappone@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	5/13/2024
Submitting Department	Mayor's Office Council Office
Contact Name	Adam McDaniel Councilmember Zack Zappone
Contact Email & Phone	amcdaniel@spokanecity.org zzappone@spokanecity.org
Council Sponsor(s)	<u>Zappone at the request of the Mayor's Office; Wilkerson</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5minutes
Agenda Item Name	Streamlining license requirements for All Ages Venues
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	This ordinance streamlines licensing requirements for all ages venues by eliminating separate and additional requirements for All Ages Venues and Teen Clubs by rolling it up into the general regulations for Entertainment Facilities. The ordinance also removes outdated dancing regulations and language about the size and lighting of dance floors better regulated through the building or fire codes. The ordinance also updates the code section to reflect the City's current noise ordinance.
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0</u></p> <p> Current year cost: \$0</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>The licensing costs remain the same. There is no fiscal impact of this ordinance.</u></p> <p>Funding Source <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?</p> <p>Expense Occurrence <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>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>This ordinance attempts to make it easier to operate and provide all ages venues and entertainment to provide more entertainments opportunities for young people in the city of Spokane.</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>No additional data will be collected or reported on this ordinance other than entertainment facility licenses tracked by Taxes and Licensing.</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>

No additional data will be collected or reported on this ordinance other than entertainment facility licenses tracked by Taxes and Licensing.

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

Comprehensive Plan SH 3.1 Support for the Arts

Comprehensive Plan ED 7.6 Development Standards and Permitting Process

ORDINANCE NO C36528

An ordinance streamlining licensing requirements for entertainment facilities and all ages venues; repealing Sections 10.23A.040 and 10.23A.60 of the Spokane Municipal Code; amending Sections 04.04.020, 10.23A.020, 10.23A.030 and 10.70.100 of the Spokane Municipal Code.

WHEREAS, in 2017, the City Council unanimously passed Ordinance C35500 to streamline license fees for cabarets, teen clubs, and all ages venues by creating a general entertainment facilities license with one standard fee; and

WHEREAS, Ordinance C35500 also removed references to “immoral and obscene dancing” and removed parking requirements for concerts, carnivals, and festivals; and

WHEREAS, some municipal code sections remain that reference teen clubs and all ages venues; and

WHEREAS, there is a desire to streamline all entertainment facilities licensing and regulations.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.04.020 of Chapter 04.04 of the Spokane Municipal Code is amended to read as follows

Section 04.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 - 1. peddling merchandise, and
 - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
 - 1. maintaining places and devices of amusement (~~(, including teen clubs, cabarets,)~~) and entertainment facilities;

2. keeping of animals;
3. building relocation;
4. certain contracting;
5. commercial use and sale of fireworks;
6. private or special police;
7. dealing in used goods;
8. operating for-hire vehicles

D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:

1. moving buildings;
2. operating cable television;
3. certain contracting;
4. collecting garbage or commercial recyclables ([SMC 13.02.0204](#));
5. distributing natural gas;
6. maintaining mechanical newspaper vendors;
7. operating telephone and telegraph equipment;
8. operating sidewalk cafes; and
9. doing commercial tree work.

Section 2. That Section 10.23A.020 of Chapter 10.23A of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.020 License Required

- A. No person may conduct or maintain an entertainment or amusement facility without first obtaining an entertainment facility license.

- B. The entertainment facility license is a class IIA license as provided in [chapter 4.04 SMC](#).
- C. Anyone conducting or operating a business, event, or venue where concerts, dances, carnivals, or circuses (~~((, teen club, all-ages venue, or a cabaret))~~) are presented to the public as a regular course of doing business shall have a license or permit issued under this chapter, unless otherwise exempted by this chapter.

Section 3. That Section 10.23A.030 of Chapter 10.23A of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.030 Special Regulations for Entertainment Facilities

- A. No person under the age of eighteen years may be in a premise licensed under this section between the hours of two a.m. and six a.m., nor shall any licensee permit such minor to be on the premises between those hours.
- B. No licensee may conduct any dancing activity between the hours of two a.m. and six a.m. without prior special permission of the license officer.

~~((C. No licensee or employee may do, or permit to be done:~~

- ~~1. soliciting of dancing partners or the purchase of refreshments on a commission basis; or~~
- ~~2. dancing with patrons or customers on a commission or tip basis;~~

~~D. A licensee with a dance floor must maintain illumination at a minimum level of three foot-candles at a plane three feet above the dance floor.))~~

E. C. The operator of an entertainment facility:

- 1. shall not permit music to emanate off the premises in violation of (~~((chapter 10.08D, SMC (noise control)))~~) SMC 10.70, except where outdoor entertainment venues are provided in approved outdoor patio areas;

~~((2. shall keep the portion of the premises devoted to the preparation of food entirely separate from the dance floor~~

- ~~3. if dancing is permitted, shall provide a dance floor of not less than one hundred fifty square feet with each side being at least ten feet long;~~
- ~~4. if there is an elevated dance floor, shall provide a dance floor not higher than eighteen inches above the surrounding floor or closer than six feet from~~

~~the nearest patron))~~

5. 2. shall ensure the subject premises comply with all applicable building, fire, and zoning codes; and

~~((F.))~~ D. Outdoor entertainment venues may be provided in approved outdoor patio areas pursuant to the following:

1. Sound levels shall be in compliance with (~~(chapter 10.08D, SMC)~~) SMC 10.70.
2. Sound levels must be turned down or terminated in response to neighborhood complaints or as directed by a police officer.
3. No outdoor entertainment allowed after ten p.m., provided that, at the time of the initial permit application, a venue may request and shall receive a permit allowing for extended hours to midnight on Friday and Saturday if the venue is located no closer than one hundred feet from a residential zone, which shall be measured from the property lines between the venue and the nearest residential property.

~~((G.))~~ E. A violation under this section is a class one civil infraction for each violation.

Section 4. That Section 10.23A.040 of Chapter 10.23A of the Spokane Municipal Code is repealed.

Section 5. That Section 10.23A.060 of Chapter 10.23A of the Spokane Municipal Code is repealed.

Section 6. That Section 10.70.100 of Chapter 10.70 of the Spokane Municipal Code is amended to read as follows:

Section 10.70.100 Entertainment Facilities

- A. Entertainment facilities and amusement facilities as defined in 10.23A.010(B) SMC (~~(and including, adult cabarets and teen clubs)~~) must obtain permits and comply with the requirements under chapter 10.23A SMC.
- B. Entertainment facilities and amusement facilities (~~(including adult cabarets and teen clubs)~~) which are granted a permit for indoor entertainment under chapter 10.23A SMC are prohibited from allowing sound that is plainly audible to a person of normal sensitivities fifty feet from the establishment. Doors to the facilities must remain closed during business hours, except for ingress and egress.

C. Entertainment facilities which are granted a permit for outdoor entertainment are prohibited from allowing sound that is plainly audible to a person of normal sensitivities more than one hundred feet from the facility.

D. Enforcing authority: police department.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Discussion

Date Rec'd

6/11/2024

Clerk's File #

ORD C36120

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

DEVELOPMENT SERVICES CENTER

Bid #

Contact Name/Phone

ELDON BROWN 509-625-6305

Requisition #

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

FINALIZING VACATION ORDINANCE C-36120

Agenda Wording

Proposing to send to City Council for final reading of the ordinance.

Summary (Background)

On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time. Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.

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

PALMQUIST, TAMI

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

smacdonald@spokanecity.org

tpalmquist@spokanecity.org

ebrown@spokanecity.org

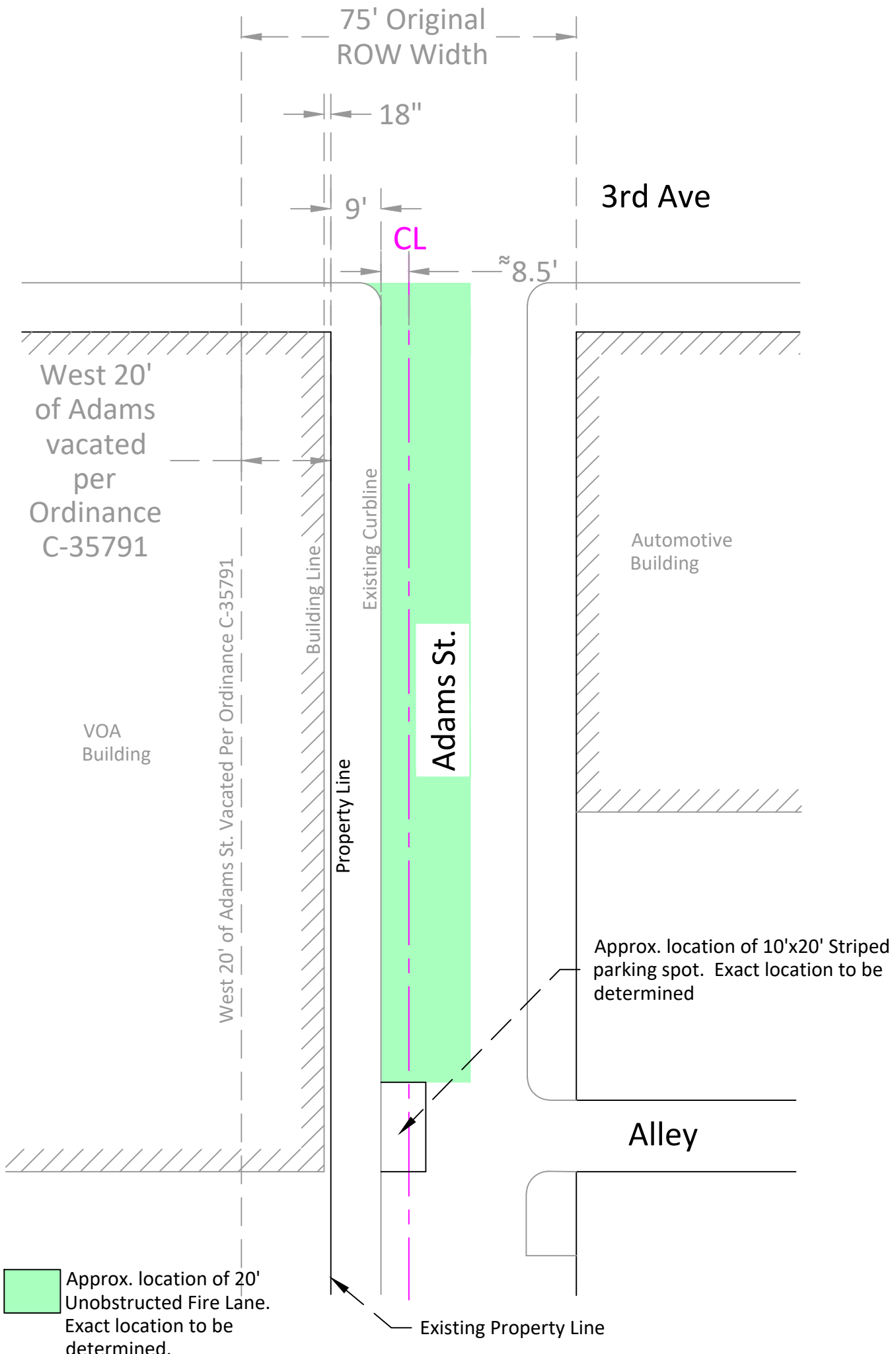
edjohnson@spokanecity.org

kkuchlenz@spokanecity.org

erivera@spokanecity.org

Committee Agenda Sheet [Urban Experience Committee]

Submitting Department	Development Services
Contact Name & Phone	Eldon Brown – 509-625-6305
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	TBD
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Mins</u>
Agenda Item Name	Finalizing Vacation Ordinance C-36120
Summary (Background)	<p>On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time.</p> <p>Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.</p>
Proposed Council Action & Date:	Proposing to send to City Council for final reading of the ordinance.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 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	



Approx. location of 20' Unobstructed Fire Lane. Exact location to be determined.

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: November 17, 2021

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36120

FROM: Terri Pfister, City Clerk

RE: Vacation of Adams Street from the south line of Third Avenue

Attached is a copy of Ordinance C36120 for the vacation of:

the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.

This ordinance was read for the first time on October 25, 2021, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

11/17/2021

Date

Precedent conditions have been met and Ordinance C36120 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 6/13/24



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

October 25, 2021

City Clerk File No.:
ORD C36120

COUNCIL ACTION MEMORANDUM


RE: HEARING ON THE VACATION OF ADAMS STREET AND THE NEARBY ALLEY BETWEEN THIRD, I-90, ADAMS, AND JEFFERSON, AS REQUESTED BY THE VOLUNTEERS OF AMERICA HOPE HOUSE

During its 6:00 p.m. Legislative Session held virtually Monday, October 25, 2021, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated August 26, 2021), the vacation of Adams Street and the nearby alley between Third, I-90, Adams, and Jefferson.

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

In conjunction with the hearing, Ordinance C36120—vacating the east 55 feet of Adams Street from the south line of 3rd Avenue to the north line of I-90, together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
10/25/2021

Date Rec'd	10/13/2021
Clerk's File #	ORD C36120
Renews #	

Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 - STREET VACATION OF ADAMS ST. AND THE ALLEY BETWEEN 3RD, I-90,		

Agenda Wording

Vacation of Street Vacation of Adams St. and the nearby alley between 3rd, I-90, Adams, and Jefferson, as requested by the VOA Hope House

Summary (Background)

At its legislative session held on September 20, 2021, the City Council set a hearing on the above vacation for October 25, 2021. Staff has solicited responses from all concerned parties.

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

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session\Other	PIES - 08/23/2021
Division Director	BECKER, KRIS	Council Sponsor	CM Lori Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	edjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ebrown@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	

FIRST READING OF THE ABOVE
ORDINANCE HELD ON
10/25/2021
AND FURTHER ACTION WAS DEFERRED

CITY CLERK

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36120

An ordinance vacating the east 55 feet of Adams Street from the south line of 3rd Avenue to the north line of I-90, Together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.

WHEREAS, pursuant to Chapter 35.79 RCW, the City may initiate by resolution the vacation of any street or portion thereof when it is in the public interest; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

The City of Spokane does ordain:

Section 1. That the east 55 feet of Adams Street, from the south line of 3rd Avenue to the north line of I-90, Together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the east 55 feet of Adams Street between the south line of 3rd Avenue and the north line of I-90 for the utility services of Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.

Section 3. An easement is reserved and retained over and through the alley between 3rd Avenue and I-90, from the west line of Jefferson Street to the east line of Adams Street and the alley's extension across Adams Street to the west line of Adams Street, for the utility services of Avista, Comcast, Lumen/CenturyLink, Verizon/MCIMetro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____


Effective Date: _____

Proposed Vacation



Right-of-way Description:
Adams St. between 3rd and I-90, along with the alley
between 3rd and I-90, from Adams to Jefferson

Legend

 Proposed Vacation





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 26, 2021

LOCATION: Adams between the south line of 3rd and I90 EXCEPT the west 20 feet TOGETHER with the alley between 3rd and I-90, from Adams to Jefferson.

PROPONENT: Silverstar Automotive & Hope House Development.

PURPOSE: To control access and aid in security.

HEARING: October 18, 2021

REPORTS:

AVISTA UTILITIES

Adams St. – No Comments

Alleyway - Avista has gas, transmission, and distribution lines in the requested vacated area and would like an easement reserved over the entire area.

COMCAST

Adams St. - Comcast has reviewed the vacation request. Enclosed is a Comcast system map showing Coax and Fiber crossing Adams St in the Alley South of 3rd. Due to this we can't approve this vacation without having access to our plant.

Adams St. – No Comments
Alleyway - A 12-inch sewer is located here. An easement will be required providing access. Not sure if the storm pipe is also at this location, but if it is, it will need to be part of the easement.

FIRE DEPARTMENT

Adams St. – No Comments
Alleyway - We have determined that this vacation does not appear to negatively affect or change our access.

NEIGHBORHOOD SERVICES

Adams St. – No Comments
Alleyway – No Comments

INLAND POWER

Adams St. – Inland Power & Light Co has no utility facilities within the proposed area.
Alleyway - Inland Power has no facilities within this area.

VERIZON

Adams St. – Verizon/MCI Metro currently has aerial fiber in this location and we do not wish to vacate any easement we currently have
Alleyway – We have a very large fiber that Avista has already approved to place on their new poles in that area. I'm assuming the pole lead is staying?

PARKS DEPARTMENT

Adams St. – No Comments
Alleyway – No Comments

ZAYO COMMUNICATIONS

Adams St. – Zayo has facilities on the poles with the Avista power in the proposed ROW vacation area. We would need to retain some access and utility easement along the current path.
Alleyway - Zayo has no objection and or comment on the vacation request of alley-Adams-Jefferson.

PLANNING & DEVELOPMENT – PLANNING

Adams St. – Planning wise, Council will just need to determine if this vacation facilitates a public benefit. Although this street dead ends and provides very little public benefit as it is now.

Section 17C.124.035 Characteristics of Downtown Complete Street Designations

The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such right-of-ways or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

When we met with WSDOT there was concerns with access and our utilities.

Alleyway – No concerns

POLICE DEPARTMENT

Adams St. – No Comments
Alleyway – No Comments

SOLID WASTE MANAGEMENT

Adams St. – No Comments
Alleyway – No Comments

STREET DEPARTMENT

Adams St. - We do not have comments on the current proposal, but would like to remind that we have a comment regarding the pending proposal to vacate the alley between Adams and Jefferson. See below.

The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St, Third Ave. to Freeway Ave North, which crosses the alley. This conduit contains fiber optic cable. Because of this

conduit run, the Street Department does not support the vacation of this alley.

Alleyway – The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St. Third Ave to Freeway Ave North which crosses the alley. This conduit contains Fiber Optic cable. Because of this conduit run, the Street Department does not support the Vacation of this alley.

WASTEWATER MANAGEMENT

Adams St. – No Comments

Alleyway – This is the third vacation request for this area. The first was made on Nov 6th, 2018 with our response on Nov 8th, 2018 which was for all of Adams from 3rd to 4th and the entire alley from Cedar to Jefferson. That was modified in the request we received on March 5th, 2019 (response on March 6th) that encompassed the alley from Cedar to Adams and the west half of Adams. Now this third request for the alley that was left out of the March revision.

We still strongly recommend denying this vacation request.

There is a city 12" sewer main, a city 12" storm main and a 27" WSDOT storm main in or near that alley.

With regards to the storm lines. The city line takes drainage from Lincoln and Monroe south as far as 17th and is an overflow for the pond at Monroe and 4th. The WSDOT main handles the majority of storm runoff from I-90 west of Division. As I stated before these would have to have a minimum 30' no build easement centered on the mains. WSDOT would have to be consulted as well to see if their requirements are met as far as easements for their line.

The sewer main is 12" diameter 12'-13' deep. We would typically require a minimum 30' easement around this as well, but the alley is only 16' wide and we already have buildings and footings uncomfortably close to that main (at 1217 W. 3rd). Complicating matters are the fact that there are a number of other utilities, including electricity and power poles and a gas main (possibly others) in that same alley. All of that means a big problem if any repair is ever required for that sanitary main.

If this is vacated we would also require any construction around that main to include replacement of the entire sewer main to minimize (but not eliminate) the chances of us having to dig in that area in the future.

When all of that is done we would still require a full width, full access easement for the alley from Adams to Jefferson which means no construction or structures in the alley and no fences or gates blocking access to the easement. In all cases where we are requesting an easement it should extend to the full 30' centered on each main at any location there is not already a structure built. This would extend into what is currently private property north of the alley.

Any and all new storm and sanitary construction, including but not limited to storm inlets and mains, sanitary mains and any service connections, should be done by the property owner and would all have to be subject to inspection and acceptance by Wastewater Management Dept.

WSDOT
Adams St.

– Thank you for the opportunity to review the above proposed vacation. In reviewing this vacation, WSDOT is concerned that if approved it would limit or prohibit our access to the I-90 right of way. WSDOT currently uses Adams Street as a means to reach our I-90 right of way where we have electrical components, water lines, and storm drains. Maintaining clear access to our right of way is important to WSDOT which is provided by Adams Street. Consequently, WSDOT is opposed to this vacation as it would cut off access to our right of way. Please let me know if you should have any questions on this matter

Alleyway

– Thank you for the opportunity to review the above requested vacation. In reviewing this proposed vacation the Washington State Department of Transportation (WSDOT) is opposed to the vacation for the following reasons:

WSDOT currently utilizes this alley to access our I-90 westbound off ramp. Our maintenance forces use this property to reach up to the ramp for electrical and other maintenance items.

1. WSDOT has electrical service cabinets located at ground level attached to the ramp which are accessed from the alley.
2. The alley is part of the local roadway network that could be utilized to relieve traffic on the adjacent east-west streets.

WATER DEPARTMENT

- Adams St. – No Comments
Alleyway – Water does not appear to have any facilities in the proposed vacation limits.

BICYCLE ADVISORY BOARD

- Adams St. – No Comments
Alleyway – No Comments

RECOMMENDATION: That a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane shall be retained across the east 55 feet of Adams Street to protect existing and future utilities.
2. An easement, as requested by Avista Utilities, Comcast, CenturyLink/Lumen, Verizon/MCI Metro, WSDOT, and the City of Spokane shall be retained across the alley and the alley's extension across the east 55 feet of Adams St. to protect existing and future utilities.
3. In order for Silverstar Automotive (1227 W 3rd) to continue operating the existing business, an agreement will need to be established with the VOA that would prohibit parking on the west side of Adams St.
4. The applicant is requesting that City Council waive the requirement to pay the assessed value. If City Council does not waive the fee, the proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$346,860.25 and is to be deposited to Budget Account #3200 49199 99999 39510.

Erin W. Dunn



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/03/2024

Committee Agenda type: Discussion

Date Rec'd

6/3/2024

Clerk's File #

ORD C36532

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

MIKE PICCOLO 6225

Requisition #

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON LNAVARRETE

Agenda Item Name

CODE OF ETHICS REVISION

Agenda Wording

An ordinance relating to the City's Code of Ethics; adopting a new Chapter 01.04B of the Spokane Municipal Code and repealing Chapter 01.04A of the Spokane Municipal Code.

Summary (Background)

This ordinance revises the complaint process in Chapter 01.04A (Code of Ethics) as follows: Organizes the Ethics Code into five parts and reorganizes several sections. Clarifies the "Jurisdiction of the Ethics Commission." Expands procedures for processing Ethics Complaints. Puts the Appeal Process under the City's Hearing Examiner.

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

Neutral

\$

#

Select

\$

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#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	May 23, 2024
Submitting Department	City Attorney' Office
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org; (509) 625-6225
Council Sponsor(s)	CP Wilkerson and CM Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Code of Ethics Revision; Renumbering of Whistleblower Protections
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This ordinance revises the complaint process in Chapter 01.04A (Code of Ethics) as follows: <ul style="list-style-type: none"> • Organizes the Ethics Code into five parts and reorganizes several sections. • Clarifies the "Jurisdiction of the Ethics Commission." • Expands procedures for processing Ethics Complaints: <ul style="list-style-type: none"> ○ Adds a preliminary review by the City Attorney to filter out complaints that do not meet the threshold for an ethics violation. ○ Adds formal investigation by an independent investigator before a complaint proceeds to the Commission for a hearing. • Puts the Appeal Process under the City's Hearing Examiner. • Moves Whistleblower Protections to a new Chapter 01.04B SMC.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: <p style="text-align: center;">Currently there is no cost to the City related to the complaint process except as incurred by individuals who hire counsel to represent them.</p> Subsequent year(s) cost: <p style="text-align: center;">It is anticipated that the City may incur costs to hire an independent investigator to interview a complainant who alleges a violation for which the Commission has jurisdiction.</p> <p>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</p> Funding Source <input 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? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> 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?

By ensuring that an independent investigator is assigned to compile evidence and conduct interviews, the proposed revision would potentially give historically excluded communities more of an opportunity to have their complaints heard in a process that can be cumbersome and for which cooperation can be difficult to obtain.

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

The City may compile data from complainants who file Ethics complaints with the City Clerk's Office concerning their racial, ethnic, gender identity, national origin, or other identity data. Surveys may also be appropriate in collecting data concerning the effect of this change.

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

Survey data will allow complainants and the subjects of complaints to provide feedback concerning their ability to advance (or defend against) complaints in a more efficient manner.

- 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?

Council Subcommittee Review

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

ORDINANCE NO. C - 36532

An ordinance relating to the City’s Code of Ethics; adopting a new Chapter 01.04B of the Spokane Municipal Code and repealing Chapter 01.04A of the Spokane Municipal Code.

WHEREAS, the City’s Code of Ethics serves as the framework for establishing the rules of ethical conduct while setting forth a process to ensure that elected officials, City officers and employees are compliant with these rules, and that complaints about unethical conduct are appropriately addressed; and

WHEREAS, the City Council first adopted a Code of Ethics and created an Ethics Committee when it formally enacted a new chapter 1.04 to title 1 of the Spokane Municipal Code in 2006 under ORD C33785, creating a process for complaints against elected or appointed officials to be sent to the Ethics Committee for investigation and resolution; and

WHEREAS, revisions to the Code of Ethics were made under ORD C33911 in 2006 and ORD C35148 in 2014; and

WHEREAS, the City Council finds that additional changes are necessary to ensure that all complaints alleging violations of the City’s Code of Ethics are investigated thoroughly and professionally, and that all relevant evidence is compiled prior to the matter being brought before the Ethics Commission for a hearing;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That there is adopted a new Chapter 01.04B of the Spokane Municipal Code to read as follows:

Chapter 01.04B Code of Ethics

PART 1 - GENERAL PROVISIONS

- Section 01.04B.010 Purpose
- Section 01.04B.020 Definitions
- Section 01.04B.030 Applicability
- Section 01.04B.040 Limitation Period
- Section 01.04B.050 Ethics Violations – Prohibited Conduct

PART 2 – ETHICS COMMISSION

- Section 01.04B.060 Jurisdiction of the Ethics Commission
- Section 01.04B.070 Duties and Powers
- Section 01.04B.080 Composition of the Ethics Commission
- Section 01.04B.090 Restrictions on Ethics Commission Members
- Section 01.04B.100 Proper Conduct and Avoiding Impropriety

- Section 01.04B.110 Training
- Section 01.04B.120 Vacancy and Removal
- Section 01.04B.130 Advisory Opinion

PART 3 – ETHICS COMPLAINTS

- Section 01.04B.140 Initiating an Ethics Complaint
- Section 01.04B.150 Preliminary Review of Complaint
- Section 01.04B.160 Investigation of Complaint
- Section 01.04B.170 Post-Investigation Procedures

PART 4 – HEARING AND ADJUDICATION

- Section 01.04B.180 Commencement of Proceedings
- Section 01.04B.190 Hearing Procedures
- Section 01.04B.200 Dismissal of a Complaint
- Section 01.04B.210 Penalties
- Section 01.04B.220 Recall of Elected Official for Violation of Code of Ethics

PART 5 – APPEAL

- Section 01.04B.230 Notice of Appeal
- Section 01.04B.240 Record of Proceedings and Exhibits Transmitted to Hearing Examiner
- Section 01.04B.250 Procedures for Review on Appeal
- Section 01.04B.260 Ruling by Hearing Examiner

PART 1 - GENERAL PROVISIONS

Section 01.04B.010 Purpose

- A. It is the policy of the City of Spokane to demand the highest standard of ethical conduct from all of its employees and City officers, whether elected, appointed or hired. All are required to demonstrate honesty, integrity, responsibility and fairness in carrying out their public duties and may never use public resources or their position for personal gain. The Ethics Commission functions to ensure that this policy, as codified in this Chapter, is enforced and that the standards set forth herein are reinforced through training and other initiatives.
- B. It is the intent of the City Council that this chapter be reasonably construed to accomplish its purpose of protecting the public against decisions or conduct that are affected by undue influence, conflicts of interest or any other violation of this Code of Ethics. This Code of Ethics is supplemental to state law, including, but not limited to, chapter 42.20 RCW – Misconduct of Public Officers, chapter 42.23 RCW – Code of Ethics for Municipal Officers – Contract Interests, and chapter 42.36 RCW – Appearance of Fairness Doctrine.

Section 01.04B.020 Definitions

The following words and phrases as used in this chapter, unless the context clearly indicates otherwise, shall have the following meanings:

- A. "Agency" means any City board, commission, bureau, committee, department, institution, division or tribunal in City government.
- B. "Assist" means to act, or offer or agree to act, in such a way as to help, aid, advise, furnish information to or otherwise provide assistance to another person, believing that the action is of help, aid, advice or assistance of the person with intent so to assist such person.
- C. "Beneficial interest" has the meaning ascribed to it under the Washington case law. However, an ownership interest in a mutual fund or similar investment pooling fund in which the owner has no management powers does not constitute a beneficial interest in the entities in which the fund or pool invests.
- D. "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, consultant, holding company, joint stock company, receivership, trust or any legal entity organized for profit.
- E. "City" means the City of Spokane, Washington.
- F. "City action" means any action on the part of an agency, including, but not limited to:
 - 1. a decision, determination, finding, ruling or order; and
 - 2. a grant, payment, award, license, contract, transaction, sanction or approval, or the denial thereof, or failure to act with respect to a decision, determination, finding, ruling or order.
- G. "City officer" means every individual elected, appointed, hired or otherwise selected to an office or position with the City, or any subdivision, agency, committee or board thereof, whether such individual is paid or unpaid.
- H. "Compensation" means anything of economic value, however designated, that is paid, loaned, granted or transferred, or to be paid, loaned, granted or transferred for, or in consideration of, personal services to any person.
- I. "Confidential information" means:
 - 1. Specific information, rather than generalized knowledge, that is not available to the general public on request; or
 - 2. Information made confidential by law including but not limited to taxpayer information, RCW 82.32.330; information regarding organized crime, RCW 43.43.856; criminal history information, Chapter 10.97 RCW; medical records, Chapter 70.02 RCW; and juvenile records, Chapter RCW 13.50 RCW; or

3. Information that is initially disclosed or discussed in executive session, and which is not available to the general public on request; however
 4. Confidential information does not include information authorized by the mayor or a majority vote of the council to be disclosed.
- J. "Contract" or "grant" means an agreement between two or more persons that creates an obligation to do or not to do a particular thing. "Contract" or "grant" includes, but is not limited to, an employment contract, a lease, a license, a purchase agreement or a sales agreement.
- K. "De Minimis" means a violation of lesser significance, or a violation more technical than substantial.
- L. "Dishonesty" means behavior that intends to deceive or cheat people; untruthfulness; untrustworthiness. It is not possible to be negligently "dishonest."
- M. "Ethics Commission" means the commission established under Part 2 of this Chapter or the former commission established under Chapter 1.04A of the Spokane Municipal Code.
- N. "Employee" means any person holding a regularly compensated position of employment with the City but does not include elected officers and persons who serve without compensation on City boards and commissions.
- O. "Exempt employee" shall mean those City employees not represented by a recognized labor union and identified by both the City administration and the applicable labor unions as exempt confidential employees.
- P. "False and frivolous complaint" means a complaint with no basis in fact or law.
- Q. "Family member" means:
1. a spouse or domestic partner; or
 2. any dependent parent, parent-in-law, child or son-in-law or daughter-in-law; or
 3. any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the City officer or employee.
- R. "Gift" means anything of economic value or tangible worth for which no consideration is given. "Gift" does not include:
1. items from family members or friends where it is clear that the gift was not made as part of any design to gain or maintain influence in the agency of which the recipient is an officer or employee;
 2. items related to the outside business of the recipient that are customary and not related to the recipient's performance of official duties;

3. items exchanged among officials and employees or a social event hosted or sponsored by a City officer or City employee for coworkers;
 4. payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 5. items a City officer or City employee is authorized by law to accept;
 6. payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide governmental or nonprofit professional, educational, trade or charitable association or institution. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 7. items returned by the recipient to the donor within thirty days of receipt or donated to a charitable organization within thirty days of receipt;
 8. campaign contributions reported under chapter 42.17 RCW;
 9. discounts available to an individual as a member of an employee group, occupation or similar broad-based group;
 10. awards, prizes, scholarships or other items provided in recognition of academic or scientific achievement;
 11. attendance of a City officer or employee at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where official attendance by the officer or employee as a City representative is appropriate;
 12. an award publicly presented in recognition of public service; or
 13. any item of nominal value which cannot reasonably be presumed to influence the vote, action or judgment of the City officer or employee, or be considered as part of a reward for action or inaction. An item of nominal value shall include incidental items associated with the professional conduct or courtesies of a City officer or employee's duty including the acceptance during the conduct of official business of such items as refreshments, note pads, pens, pins and books.
- S. "Head of agency" means the chief executive officer of an agency. For a city department established pursuant to the SMC, the agency head means the department head. In the case of an agency headed by a commission, board, committee or other body consisting of more than one natural person, agency head means the person or board authorized under the SMC or the City Charter to appoint agency employees and regulate their conduct.

- T. "Honorarium" means money or thing of value offered to a City officer or City employee for a speech, appearance, article or similar item or activity in connection with the City officer's or City employee's official role.
- U. "Household member" means any person having a close relationship with and residing in the same household of the City officer or employee, and having agreed to be jointly responsible for basic living expenses.
- V. "Jurisdiction," for purposes of SMC 1.04B.060, means that the Commission has authority to hear and decide an ethics complaint pursuant to this chapter.
- W. "Mitigating circumstances" means factors for the Commission's determination that might explain a violation, in whole or in part, or make the violation more understandable and/or less subject to condemnation.
- X. "Moral turpitude" is conduct that violates commonly accepted standards of good morals, honesty, and justice; the application of this standard depends upon the collective conscience and judgment of the members of the Commission.
- Y. "Person" means any individual, partnership, association, firm, institution or corporation, business or other entity, however constituted, organized or designated.
- Z. "Personal interest" means direct or indirect pecuniary or material benefit accruing to a City officer or employee as a result of legislation or a contract or transaction which is or may be the subject of an official act or action by or with the City, except for such contracts or transactions which confer similar benefits to all other persons and/or property similarly situated. For the purpose of this chapter, a City officer or employee is deemed to have a personal interest in the affairs of:
 1. any person who is a City officer or employee's family member or household member, as defined in this chapter;
 2. any business entity in which the City officer or employee is an officer, director or employee;
 3. any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee;
 4. any person or business entity with whom a contractual relationship exists with the City officer or employee; provided, that a contractual obligation of less than five hundred dollars, or a commercially reasonable loan made in the ordinary course of business or a contract for a commercial retail sale shall not be deemed to create an interest in violation of this chapter.
- AA. "Regulatory agency" means any City board, commission, department or officer, except those in the legislative or judicial branches, authorized by law to conduct adjudicative proceedings, issue permits or licenses, or to control or affect interests of identified persons.

BB. "Represented employee" shall mean a City employee represented by a recognized labor union.

CC. "Responsibility" in connection with a transaction involving the City, means the direct administrative or operating authority, whether intermediate or final, and either exercisable alone or through subordinates, effectively to approve, disapprove or otherwise direct City action in respect of such transaction. The term includes any authority under City procurement policies or procedures to authorize the award of contracts or the acquisition of products or services on behalf of the City.

DD. "Staff Director" means the employee appointed by the City Attorney to, in addition to other responsibilities, assist the Ethics Commission in its duties.

EE. "Stipulation" means agreement.

Section 01.04B.030 Applicability

The Code of Ethics shall be applicable to all elected or appointed officers, all exempt confidential employees and all represented employees whose labor unions have entered into a collective bargaining agreement providing that compliance with the Code of Ethics is a condition of employment. The Code of Ethics shall not be applicable to represented employees whose labor unions have not entered into a collective bargaining agreement providing that compliance with the Code of Ethics is a condition of employment.

Section 01.04B.040 Limitation Period for Filing Complaints

Any complaints brought under this chapter must be commenced within three years from the date of the violation. However, if it is shown that the violation was not discovered because of concealment by the person who allegedly committed the violation, then the action must be commenced within three years from the date the violation was discovered or reasonably should have been discovered by any person with direct or indirect supervisory responsibilities over the person who allegedly committed the violation.

Section 01.04B.050 Ethics Violations – Prohibited Conduct

The following shall constitute a violation of this Code of Ethics:

A. General Prohibition Against Conflicts of Interest.

In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current City officer or employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be seen as conflicting with the City officer or employee's proper discharge of his or her official duties, the conduct of official City business or as adverse to the interests of the City. Performance of a legally required duty by a City officer or employee shall not be considered a violation of the Code of Ethics.

1. Any employee who becomes aware that he or she might have a potential conflict of interest that arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of the potential conflict. Elected officials shall report potential conflicts of interest to the City Attorney.
2. Upon receipt of such a notification, the supervisor or appointing authority shall take action to resolve the potential conflict of interest within a reasonable time, which may include, but is not limited to, designating an alternative employee to perform the duty that is involved in the potential conflict. The supervisor or appointing authority shall document the disposition of the potential conflict in writing in files maintained by the appointing authority. The supervisor or appointing authority may request an advisory opinion from the Ethics Commission before addressing and resolving of the potential conflict.
3. Upon receipt of such a notification from an elected official, the City Attorney shall recommend action to resolve the potential conflict of interest, which may include a request for an advisory opinion from the Ethics Commission.

B. Personal Interests in Contracts Prohibited.

No City officer or employee shall participate in his or her capacity as a City officer or employee in the making of a contract in which he or she has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Provided, this prohibition shall not apply where the City officer or employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the City officer(s) having the remote interest as defined below.

C. Remote Interest.

For purposes of this section, a "remote interest" means:

1. that of a non-salaried non-compensated officer of a nonprofit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

D. Personal Influence in Contract Selection Prohibited.

No City officer or employee shall influence the City's selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the City officer or employee has a personal interest in or with the corporation, person or firm,

unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, as defined in the preceding section. Provided, however, that no City officer or employee may receive anything of value from the City as a result of any contract to which the City shall be a party except for the City officer or employee's salary or lawful compensation.

E. Representation of Private Person at City Proceeding Prohibited.

No City officer or employee shall appear on behalf of a private person, other than himself/herself or a family member or household member, as defined in this chapter, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City. Representation of a private person pursuant to a legally required duty by a City officer or employee is permitted and shall not be considered a violation of the Code of Ethics.

F. Certain Private Employment Prohibited.

No City officer or employee shall engage in or accept private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

G. Personal Interest in Legislation Prohibited.

No City officer or employee may benefit either directly or indirectly from any legislation or contract to which the City shall be a party except for the lawful compensation or salary of the City officer or employee unless such interest is a remote interest where the facts and extent of such interest is disclosed. City council members' participation in the enactment of legislation shall be governed by chapter 42.23 RCW – The Code of Ethics for Municipal Officers and chapter 42.36 RCW – The Appearance of Fairness Doctrine. City council members shall not be prohibited from participating in the adoption of legislation when the council member has only a remote interest in the legislation, which has been disclosed, and the legislation is applicable to the general public and not unique to the council member.

H. Continuing Financial Interest.

Where a City officer, employee, or family member of a City officer or employee, has a substantial ongoing financial relationship with a corporation, firm, or person seeking a contract, or proposing to do business with the City, such City officer or employee shall not:

1. Influence or participate in the City's contract selection of or conduct business with such corporation, firm, or person; nor
2. Influence or participate in the City's contract selection of, or conduct business with, a corporation, firm, or party competing against a party that a City officer or employee has such a substantial ongoing financial relationship.

3. For purpose of this section, a substantial ongoing financial relationship is defined as: expanding beyond just a formal contractual relationship. Rather it encompasses any financial interest, direct or indirect, where a City officer, employee, or family member of a City officer or employee is involved in a client-service relationship in which:
 - a. the City officer, employee, or family member of a City officer or employee, receives a substantial portion of his or her revenue or like compensation through such relationship, whether received through his or her corporation, firm, or as an individual; or
 - b. such client-service relationship is likely to continue to provide considerable potential business or has provided substantial business in the past. This does not include prior financial relationships that are so far removed in time or rare in frequency as to be insignificant.
4. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy.

I. Disclosure of Confidential Information

1. Disclosure of Confidential Information

No City officer or employee shall, except as required or reasonably believed to be required for the performance of his/her duties, disclose confidential information gained by reason of his/her official position or use such information for his/her own personal interest. "Confidential information" is all information, whether transmitted orally or in writing, that the employee has been informed, is aware, or has reason to believe is intended to be used only for city purposes, is not intended for public disclosure, or is otherwise of such a nature that it is not, at the time, a matter of public record or public knowledge.

2. Confidential information includes, but is not limited to, personal information regarding City officials and employees; private financial and other personal information provided by city taxpayers, license holders, contractors, and customers; intelligence and investigative information, including the identity of persons filing complaints; formulas, designs, drawings, and research data obtained or produced by the city and preliminary, non-final assessments, opinions, and recommendations concerning city policies and actions. Any public official who is uncertain as to whether certain information is confidential should consult the City Attorney. An employee who is uncertain as to whether certain information is confidential should consult their immediate supervisor or department head.

J. Acceptance of Compensation, Gifts, Favors, Rewards or Gratuity.

City employees shall not, directly or indirectly, solicit any gift or give or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, under the following circumstances:

1. It could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or
2. The gift was intended to serve as a reward for any official action on their part. Public officials and city employees may accept de minimis gifts such as, but not limited to, calendars, coffee mugs, flowers, candy, cookies/snacks and other similar items that are given as a customary business practice and have no material significance to the recipient, with such gifts from any one source not to exceed one hundred dollars in value in any twelve-month period. City employees should report any gift to their immediate supervisor. This section shall not apply to gifts made to the city. All such gifts shall be given to the mayor for official disposition. This prohibition shall not apply to those items which are excluded from the definition of gift in SMC 1.04A.020.

K. Fair and Equitable Treatment.

1. No City officer or employee shall knowingly use his or her office or position to secure personal benefit, gain or profit, or use position to secure special privileges or exceptions for himself/herself or for the benefit, gain or profits of any other persons.
2. No City officer or employee shall employ or use the employment of any person under the City officer's or employee's official control or direction for the personal benefit, gain or profit of the City officer or employee or another beyond that which is available to every other person.
3. No City officer or employee shall use City-owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business (not personal use), and for such purposes and under such conditions as can be reasonably expected to be approved by City policies.
4. Except as authorized by law and in the course of his or her official duties, no City officer or employee shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such City employee or any other person with any compensation, gift, or other thing of value directly or indirectly.
5. City Officers and employees are encouraged to participate in the political process on their own time and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition, but shall not use or authorize the use of City facilities or resources for such purposes except as authorized by the provisions of RCW 42.17A.555.

L. False and Frivolous complaints prohibited.

No person subject to the Code of Ethics shall knowingly file a false complaint or report of a violation of this Code of Ethics. A person who files a complaint with a good faith belief that a violation of the Code of Ethics has occurred shall be protected by the City's Whistleblower Protection policy as set forth in SMC 1.04A.180.

M. Aiding others prohibited.

No City officer or employee may knowingly aid or assist any City officer or employee in the violation of any provision of this Code of Ethics.

N. Commission of Acts of Moral Turpitude or Dishonesty Prohibited.

No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City. Conviction of a felony or a misdemeanor involving moral turpitude or dishonesty, the nature of which demonstrates lack of fitness for the position held, shall be considered conclusive evidence of a violation of this Code of Ethics. Demonstrated acts of moral turpitude or dishonesty are not limited to felony or misdemeanor criminal convictions.

O. Prohibited Conduct After Leaving City Service.

1. Disclosure of Privileged, Confidential or Proprietary Information Prohibited.

No former City officer or employee shall disclose or use any privileged, confidential or proprietary information gained because of his or her City employment.

2. Participation in City Matters Prohibited.

No former City officer or employee shall, within a period of one year after leaving City office or employment:

- a. participate in matters involving the City if, while in the course of employment with the City, the former City officer or employee was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter;
- b. represent any person as an advocate in any matter in which the former City officer or employee was involved while a City officer or employee; or
- c. participate as or with a bidder, vendor or consultant in any competitive selection process for a City contract in which he or she assisted the City in determining the project, or work to be done, or the process to be used.

3. Duty to Inform.

Whenever a City officer or employee wishes to contract with a former City officer or employee for expert or consultant services within one year of the latter's leaving City service, advance notice shall be given to and approval received from the Ethics Commission. Said approval shall be in written form and copied to the mayor at the same time that it is given to the individual making the request.

4. Exceptions.

- a. The prohibitions of subsections (2)(a) and (2)(b) of this section shall not apply to a former City officer or employee acting on behalf of a governmental agency if the Ethics Commission has determined that the service to the agency is not adverse to the interest of the City.

- b. Nothing in this chapter shall prohibit an official elected to serve a governmental entity other than the City of Spokane from carrying out their official duties for that government entity.
- 5. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy. If a firm or person doing business with the City assists an employee in violating the provisions of the Code, the firm or business may be disbarred, excluded from contracting with the City for 5 years.

P. Failure to Produce Public Records

No City officer or employee shall willfully and without just cause delay or fail to produce any city records in his or her possession or control in response to a public records request filed with the city pursuant to Chapter 42.56 RCW.

- 1. A “city record” is a “public record” as defined by RCW 42.56.010(3).
- 2. “Just cause” to delay or fail to produce means:
 - a. A reasonable belief that production of the record is exempt from public disclosure pursuant to Chapter 42.56 RCW or other statute which exempts or prohibits disclosure of specific information or records; and/or
 - b. The city record is subject to legal review to determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW; and/or
 - c. The requester has been notified in writing that additional time is required to produce the city record and/or determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW.

PART 2 – ETHICS COMMISSION

Section 01.04B.060 Jurisdiction of the Ethics Commission

The Ethics Commission has jurisdiction over all complaints alleging prohibited conduct in violation of the City’s Code of Ethics. The Commission is authorized to conduct public hearings and issue written decisions adjudicating all complaints under this chapter.

Section 01.04B.070 Duties and Powers

- A. It is the duty of the Ethics Commission to serve as a tribunal for the adjudication of complaints whenever someone has alleged a violation of this chapter. For this purpose, the Commission has a duty to consider all evidence in determining whether such a violation occurred and in setting an appropriate penalty.

- B. The Ethics Commission is authorized to compel the attendance of witnesses, administer oaths, take the testimony of a person under oath, and in connection therewith, to require the production for examination of any books or papers relating to any matter before the Commission. For witnesses who refuse to attend and give testimony at a hearing, the Ethics Commission may petition the superior court for a subpoena requiring the person to appear and to produce evidence if so ordered, or to give testimony concerning the matter before the Commission. Failure to obey such order of the court may be punished by the court as contempt.
- C. The Ethics Commission is authorized to establish operating policies, procedures, forms, and rules consistent with this chapter, subject to the approval of the City Council. The Ethics Commission shall review its policies and procedure annually and shall make modifications as necessary. The Commission shall maintain a manual of such policies and procedures which shall be posted and maintained as part of the City's website.
- D. The Ethics Commission may, when circumstances make it necessary to do so, retain outside legal counsel and other experts, as needed, after solicitation of recommendations from the City Attorney (unless the need to retain outside counsel is caused by a conflict involving the City Attorney's Office).
- E. The Ethics Commission may make recommendations to the City Council for amendments to this chapter and for such other legislation affecting the subject matter of this chapter as the Ethics Commission may deem necessary or desirable.
- F. The Ethics Commission shall develop educational programs which inform agencies, public officials and city officers and employees about City, state and federal ethics laws, and the importance of ethics to the public's confidence in municipal government.

Section 01.04B.080 Composition of the Ethics Commission

- A. The Ethics Commission shall be comprised of seven members who shall be appointed by the mayor and confirmed by the city council. The initial six members shall be appointed for a one-, two- and three-year term and may be reappointed for one additional three-year term. The seventh member who shall be appointed by members of the Ethics Commission shall serve an initial three-year term and may be reappointed for a second three-year term.
- B. Four members of the Commission shall constitute a quorum for conducting a meeting and transaction of business. A simple majority of the quorum is necessary to take action, other than action by the Commission in determining and issuing its written findings and conclusions regarding a complaint, inquiry or request for an advisory opinion, which shall require four affirmative votes of the Commission members present for the meeting.
- C. The Ethics Commission appointees shall include representatives from the following segments of the community:
 - 1. A person with a professional or academic background in the legal profession including attorneys, law professors, administrative law judges, or members of the judiciary.
 - 2. A person from local business with experience in human resources/personnel.

3. A person who possesses familiarity with government and the political process.
 4. A person with experience in ethics.
- D. All reasonable efforts shall be used to locate individuals who satisfy the requirements in subsection (A). In the event that any one of the requirements in subsection (A) cannot reasonably be satisfied, a substitute may be appointed. The substitute shall have a background in a profession which includes a code of ethics as an element of the profession.
- E. The City Attorney shall appoint a Staff Director to the Ethics Commission. The Staff Director shall provide assistance to the Commission as necessary for the Commission to fulfill its obligations and duties.
- F. Commission members shall serve without compensation.

Section 01.04B.090 Restrictions on Ethics Commission Members

A. Restrictions on Holding Office.

No member or employee of the Ethics Commission may hold any other City or County office, or be an officer of a political party.

B. Restrictions on Employment.

No member or employee of the Ethics Commission may be a registered lobbyist or campaign consultant, or be employed by or receive gifts or other compensation from a registered lobbyist or campaign consultant. No member of the Ethics Commission may hold employment with the City or County and no employee of the Commission may hold any other employment with the City or County.

C. Restrictions on Political Activities.

No member or employee of the Ethics Commission may participate in any campaign supporting or opposing a candidate for City elective office, a City ballot measure or a City officer running for any elective office. For the purposes of this section, participation in a campaign includes but is not limited to making contributions to or soliciting contributions from any person within the Ethics Commission's jurisdiction, publicly endorsing or urging endorsement of a candidate or ballot measure or participating in decisions by organizations to participate in a campaign.

D. Restrictions after Employment.

Members of the Ethics Commission are subject to the post - employment restrictions set forth in the City of Spokane Code of Ethics.

Section 01.04B.100 Proper Conduct and Avoiding Impropriety

Members of the Ethics Commission are to exercise the utmost care in their communications concerning matters pending before the Commission.

- A. Once the Ethics Commission has received a recommendation from an investigator that a hearing be held, members of the Ethics Commission may only discuss a complaint at a lawfully conducted meeting.
- B. Members of the Commission may not take testimony or entertain comments from any person regarding a complaint except as presented in an investigative report or in the course of a duly noticed public hearing.
- C. Members of the Ethics Commission shall avoid discussing or commenting on a complaint during the pendency of an investigation.
- D. Any Commission member who has a conflict of interest with respect to a specific complaint before the Ethics Commission, pursuant to SMC 1.04B.050, shall recuse himself or herself from hearing that complaint but shall remain a member of the Commission for future complaints.
- E. To avoid the appearance of impropriety and undue influence, no member of the Commission may communicate directly or indirectly with the investigator, any party, or any other person about any issue of fact or law regarding a complaint that has been filed, during investigation and during the pendency of proceedings before the Ethics Commission, except in the course of seeking or obtaining legal advice from the City Attorney or, in the event of a conflict, from independent legal counsel.
- F. If any person attempts to communicate with a Commission member regarding a pending complaint, the Commission member shall immediately report the communication to the Commission Chair and shall relate the substance of the communication to the full Commission on the record at the next regular meeting of the Commission.
- G. Commission deliberations on complaints are exempt from the Open Public Meetings Act, so deliberations may be conducted outside the presence of the public.

Section 01.04B.110 Training

- A. The Ethics Commission, with the assistance of the Staff Director, shall prepare, distribute and periodically update an employee handbook on the Code of Ethics, after obtaining the city attorney's review. In addition to the updates the Commission shall disseminate any change in policy that results from a finding of the Commission if it applies to other city employees.
- B. Every appointing authority shall give a copy or electronic version of the handbook and any updates to each employee annually and shall provide annual training to employees regarding the Code of Ethics. Each City employee or official shall read and agree in writing to the City of Spokane Code of Ethics.
- C. Information shall be provided to employees terminating city service regarding the restrictions on former city employees.

Section 01.04B.120 Vacancy and Removal

- A. In the event a vacancy occurs, the mayor shall appoint a qualified person to complete the remainder of the term.
 - 1. A member of the Commission may be removed only for misconduct pursuant to this chapter.
 - 2. Any member of the Ethics Commission guilty of official misconduct or convicted of a crime involving moral turpitude or dishonesty shall be removed by the city council upon recommendation by the mayor.

Section 01.04B.130 Advisory Opinion

- A. Upon request of any employee, the mayor or a member of the city council, or any City Officer, the Ethics Commission may also render written advisory opinions concerning the applicability of the Code to hypothetical circumstances and/or situations solely related to the persons making the request.
- B. Upon request of the mayor, or two members of the city council, the Ethics Commission may also render written advisory opinions concerning the applicability of the code to hypothetical circumstances and/or situations related to a matter of city-wide interest or policy.

PART 3 – ETHICS COMPLAINTS

Section 01.04B.140 Initiating an Ethics Complaint

- A. Any person may file a complaint alleging that a current City officer or employee has engaged in prohibited conduct in violation of the City's Code of Ethics.
- B. A complaint must be in writing, on a form approved by the Ethics Commission, and it must describe the allegations with sufficient detail to enable both the Commission and the person who is the subject of the complaint to reasonably understand the nature of the complaint. The complaint must be signed, dated, and filed with the City Clerk's Office, and it must include a statement indicating that, to the best of the person's knowledge, information, and belief formed after reasonable reflection, the information in the complaint is true.
- C. Once a complaint has been filed, copies of the complaint shall be forwarded to the City Attorney's Office for initial review.

Section 01.04B.150 Preliminary Review of Ethics Complaint

- A. Preliminary Review of Complaint

Upon receipt of a complaint, the City Attorney's Office shall conduct a preliminary review to determine whether the allegations, if proven, establish a violation of the City's Code of Ethics.

1. If, upon preliminary review of the complaint, the City Attorney finds that the respondent is not subject to the Code of Ethics or that the complaint fails to allege facts which, if proven, establish an ethics violation, the City Attorney shall provide to the Ethics Commission a written notification of this finding with a recommendation that the Commission Chair summarily dismiss the complaint. The complainant shall also be provided notification of this finding and recommendation. A decision by the Chair to summarily dismiss a complaint based upon the recommendation of the City Attorney pursuant to this subsection may be appealed by the complainant to the Ethics Commission by filing an appeal within ten days of the date of the Chair's decision with the City Clerk's Office. In the event of an appeal, the Chair shall not participate in the Commission's deliberation or decision. The appeal will be determined by the remaining members of the Commission. A determination by the Commission to affirm the decision of the Chair shall be final with no further appeal rights.
2. If, in the opinion of the City Attorney, the complaint fails to establish a prima facie ethics violation based upon the facts alleged in the complaint, the City Attorney shall provide written notification to Ethics Commission of his or her opinion and recommendation that complaint be dismissed, and shall provide the Commission with a proposed order of dismissal. The complainant shall also be provided notification of this opinion. A decision of the Ethics Commission to dismiss a complaint based upon the recommendation of the City Attorney pursuant to this subsection may be appealed by the complainant to the Hearing Examiner by filing an appeal with the Hearing Examiner's Office within ten days of the date of the Ethics Commission's decision. The only matter before the Hearing Examiner on appeal is whether the complainant has established a prima facie ethics violation based upon the facts alleged in the complaint.
3. If, upon preliminary review of the complaint, the City Attorney determines that the complaint alleges facts that, if proven, establish an ethics violation, the complaint shall be forwarded to an independent investigator to commence an investigation for purposes of determining whether there is reasonable cause to believe that a violation of the Code of Ethics has occurred.

Section 01.04B.160 Investigation of Complaint

- A. If an investigation is commenced, the City Attorney shall provide written notification to the complainant and to subject of the complaint, of his or her decision to refer the matter to an independent investigator for formal investigation to determine if a violation has occurred. A copy of the complaint shall be served on the subject of the complaint.
- B. Once an independent investigator has been identified, a copy of the complaint shall be forwarded to the investigator, who shall contact and conduct interviews of the complainant,

the subject of the complaint, and of any individuals with knowledge of the facts pertaining to the allegations in the complaint. The investigator shall also seek to obtain and evaluate any additional evidence, such as documentary evidence, in an effort to determine whether there is reasonable cause to believe the subject of the complaint has committed a violation of the City's Code of Ethics.

- C. Once the investigator has conducted interviews and has reviewed all other relevant evidence, he or she shall prepare an investigative report detailing his or her findings.

Section 01.04B.170 Post-Investigation Procedures

- A. If the investigator finds that the evidence fails to establish that the subject of the complaint has committed prohibited conduct, the independent investigator shall prepare an investigative report with a recommendation of that the complaint be dismissed.

- 1. Whenever an investigator makes a recommendation of dismissal, the investigative report and copies of all documents relating to the investigation shall be forwarded to the Ethics Commission for a final decision on dismissal. Copies of the investigative report and all documents related to the investigation shall be served upon the complainant and the subject of the complaint.
- 2. Upon receipt of an investigator's investigative report and a recommendation of dismissal, the Ethics Commission may enter an order of dismissal, copies of which shall be served on the complainant and on the subject of the complaint.

- B. If, after investigation, the independent investigator determines that there is reasonable cause to believe the subject of the complaint has committed prohibited conduct in violation of the Code of Ethics, he or she shall prepare an investigative report detailing the evidence and stating the basis for his or her determination. The investigative report and copies of all documents relating to the investigation shall be forwarded to the Ethics Commission with a recommendation that a hearing be held. Copies of the investigative report and all documents related to the investigation shall be served upon the complainant and the subject of the complaint.

C. Response by Subject of Complaint

- 1. If the subject of the complaint accepts the findings of the investigative report, he or she may stipulate to the violation. In such instance, the matter will proceed to a hearing before the Ethics Commission for adoption of the stipulation and imposition of a penalty.
- 2. If the subject of the complaint contests the findings detailed within the investigative report or fails to respond to the findings of the investigative report, the matter shall proceed to a contested hearing before the Ethics Commission.

PART 4 – HEARING AND ADJUDICATION

Section 01.04B.180 Commencement of Proceedings

- A. Upon receipt of an investigative report recommending that hearing be held, the Ethics Commission shall conduct a formal hearing at which it may consider the findings contained within the investigative report submitted by the independent investigator. The Commission may also consider testimony taken from witnesses and any other evidence presented at the hearing.
- B. If the Commission determines that witness testimony is necessary to establish the factual record, the Commission may issue a prehearing order requiring witness testimony. If it appears that subpoenas are required to compel the attendance of witnesses, the Commission may direct that judicial subpoenas be obtained.

Section 01.04B.190 Hearing Procedures

A. Proceedings Recorded and Open to the Public

- 1. All hearings of the Ethics Commission shall be conducted as contested hearings under rules adopted by the Ethics Commission. All hearings shall be open to the public.
- 2. All hearings before the Ethics Commission shall be recorded.
- 3. The record of the hearings, as well as all documents submitted in regards to the complaint and the Ethics Commission's investigation, shall be subject to public disclosure under chapter 42.56 RCW.

B. Preliminary Matters

- 1. The subject of a complaint may elect to be represented by legal counsel or to have a union representative represent them at the hearing.
- 2. Prior to the commencement of the hearing, the Commission may consider preliminary matters raised by the parties, including motions brought by either party, such as a motion to dismiss.
- 3. The Ethics Commission is not bound by the rules of evidence for Washington courts but may use these rules when determining the relevance of, and weight to be given to, any evidence presented. The final decision of the Ethics Commission shall rely upon evidence they deem to be reliable and trustworthy and which establishes a violation by a preponderance of the evidence.
- 4. Upon the agreement of the parties, the Commission may consolidate for hearing multiple complaints when the facts underlying the complaints arise out of the same transactions or occurrences.

C. Presentation of Evidence

1. At the commencement of the hearing, the Ethics Commission shall introduce the case and take judicial notice of the investigative report and any related documents or exhibits that are referenced in the investigator's report. This report and all related documents shall become part of the record and shall be considered in the Commission's final decision.
2. The Commission shall allow the complainant and the subject of the complaint to present witnesses at the hearing to supplement the evidence detailed within, and documents attached to, the investigative report submitted by the independent investigator.
3. The Commission shall allow each party to submit additional evidence, such as affidavits and documentary evidence. The Commission shall consider issues of authenticity and reliability in deciding whether to consider, and what weight to assign to, such evidence.
4. At the conclusion of all testimony and the presentation of documentary evidence, the Commission shall give each party the opportunity to summarize the evidence in a brief closing statement.

F. Deliberation and Decision

1. At the conclusion of closing statements, the Commission shall adjourn the proceedings and begin deliberations to determine whether or not a violation of the Code of Ethics has occurred.
2. Once the Commission adjourns back into open session and has made its final determination, the Commission shall issue written findings of fact and conclusions of law, along with the disposition. All such findings and conclusions and the disposition shall be reviewed by the city attorney (or independent legal counsel in the event that a conflict of interest prevents the city attorney from conducting the review) prior to their issuance.

Section 01.04B.200 Dismissal of a Complaint

- A. Summary dismissal of a complaint by the Chair of the Ethics Commission after review by the City Attorney, pursuant to SMC 01.04B.150, shall occur in the following circumstances:
 1. The respondent is not subject to the Code of Ethics
 2. The allegations, if true, would not constitute prohibited conduct in violation of the Code of Ethics.
- B. Dismissal of a complaint by the full Ethics Commission after hearing may be based upon any of the following grounds:
 1. The alleged violation is a minor or de minimis violation;
 2. The complaint or inquiry is, on its face, frivolous, groundless or brought for purposes of harassment;
 3. The matter has become moot because the person who is the subject of the complaint is no longer a City officer or employee;

4. The appointing authority has already taken action as a result of finding a violation and the Commission finds that the action has sufficiently addressed the matter;
 5. The respondent previously requested and followed the documented advice regarding compliance with the Ethics Code provided by the legal counsel for the Ethics Commission; or
 6. The respondent was previously the subject of a prior ethics complaint based upon the same set of facts and alleging the same violation(s) of the Code of Ethics and regarding which the Ethics Commission issued a decision.
- C. The Ethics Commission shall issue a written decision setting forth the legal and/or factual basis for the dismissal, which shall be provided to the complainant and the subject of the complaint. The complainant may appeal the Commission's decision to dismiss a complaint to the City's Hearing Examiner within ten days of the date of the Commission's decision.

Section 01.04B.210 Penalties

- A. Upon a determination by the Ethics Commission that a violation has occurred, or upon a stipulation to a violation, the party found to be in violation may be subject to one or more of the following penalties, which may be imposed by the Ethics Commission:
1. A cease and desist order as to violations of this Code of Ethics.
 2. A recommendation to the city council that an appointed committee or commission member be removed from the board or commission.
 3. An order to pay to the City damages sustained by the City that are caused by the conduct constituting the violation.
 4. In the case of a violator who receives wages from the City, a civil penalty of up to five thousand dollars per violation or three times the economic value of anything received or sought in violation of this chapter or rules adopted under it, whichever is greater, may be imposed. Alternatively, the violator who is a member of a board or commission may be suspended for a number of days to be decided by the Ethics Commission, in lieu of fine but not in lieu of damages.
 5. In the case of an elected official, a written reprimand may be issued by the Ethics Commission if the Commission determines that while the elected official did violate the Ethics Code, there was no intent to commit the violation. The written reprimand shall set for the nature of the violation, the elected official's response and the reasons why a reprimand is appropriate. The written reprimand shall be filed with the City Clerk and placed in the City Council minutes. A written reprimand may not be issued, however, if the elected official stipulates to the decision of the Hearing Examiner, as provided in SMC 01.04B.080(C)(3).
 6. An employee of the City who commits a violation of this chapter may be subjected to disciplinary action, up to and including termination from employment; provided that

such disciplinary action is consistent with civil service guidelines and any applicable collective bargaining agreement.

7. Costs, including reasonable investigative costs, shall be included as part of the limit under subsection (A)(4) of this section. Costs may not exceed the penalty imposed. The payment owed on the penalty shall be reduced by the amount of the costs paid.
8. As appropriate, the Ethics Commission may refer the disposition of a complaint to the City or County prosecuting attorney's office for appropriate action.
9. Damages under this section may be enforced in the same manner as a judgment in a civil court.

Section 01.04B.220 Recall of Elected Official for Violation of Code of Ethics

- A. Pursuant to City Charter Section 8.5, the City Council may consider a resolution to place an elected official's name on a recall ballot based upon the Ethics Commission's recommendation to the City Council that the elected official be subject to a recall election. The Ethics Commission must determine that:
 1. an elected official of the City has knowingly committed a violation of the Code of Ethics,
 2. the violation constitutes moral turpitude rendering the elected official unfit to remain in office, and
 3. there are no mitigating circumstances.
- B. In considering whether to place an elected official's name on a recall ballot, the City Council shall have a resolution submitted to the City Clerk's office setting forth the Ethics Commission's determination and recommendation regarding the violation of the Code of Ethics and calling for a public hearing on the matter. The City Council shall schedule a hearing at least thirty days from the date the resolution is submitted to the City Clerk's office. A copy of the resolution and hearing date shall be personally served upon the elected official. At the time the City Council is scheduled to consider the resolution, the chair of the Ethics Commission or the Ethics Commission's designee shall appear before the city council to present the Ethics Commission's determination and recommendation. The Ethics Commission shall deliver to the City Council all records maintained by the Commission created pursuant to its review and determination of the matter. The elected official who is the subject of the Ethics Commission's shall be given an opportunity to respond to the Ethics Commission's determination and recommendation and to present argument against passage of the resolution by the City Council to place the elected officials name on a recall ballot. Both the Ethics Commission's representative and the elected official shall be permitted to respond to questions from the City Council.
- C. The City Council, by a majority plus one vote of the City Council, may pass the resolution to place the elected official's name on a recall election ballot for action by the voters of the City on the next available general or special election established by state law. The City Clerk's office shall forward the required resolution to the Spokane County auditor's office pursuant to state law requesting the ballot proposition be placed on the next available general or special election. The City Attorney's office shall be responsible for preparing a

ballot synopsis for the recall election and any necessary resolutions or other legal documents.

- D. If approved by a majority of the electors voting in the election, the elected official shall be removed from office effective the date the recall election results are certified by the Spokane County auditor.

PART 5 – APPEAL

Section 01.04B.230 Notice of Appeal

- A. Any person who has been found to have violated this chapter and has been assessed a monetary penalty, subjected to disciplinary action, or removed from office for a violation of this chapter may file an appeal to the City’s Hearing Examiner by delivering a written notice of appeal to the City Clerk’s Office within twenty days of receiving a decision of the Ethics Commission finding a violation and imposing a penalty.
- B. Any person who has filed a complaint with the Ethics Commission and has subsequently received a written decision by the Ethics Commission dismissing the complaint pursuant to SMC 01.04B.200.B may file an appeal to the City’s Hearing Examiner by delivering a written notice of appeal to the City Clerk’s Office within twenty days of receiving a decision of the Ethics Commission regarding a written decision dismissing the complaint.
- C. The notice of appeal shall be in writing and shall include the mailing address and, if different, the street address where papers may be served on the appellant. The notice of appeal shall contain, in separate numbered paragraphs, statements of the specific findings of fact, conclusions of law, or aspects of the fine and/or cost bill on which the appellant seeks review, the basis for the appeal, and a brief statement of the relief requested. The person filing the appeal shall attach a copy of the decision being appealed.
- D. Within ten days of the filing of the notice of appeal, the City Clerk shall forward to the Ethics Commission a copy of the written notice of appeal. A copy shall also be sent to the adverse party.

Section 01.04B.240 Record of Proceedings and Exhibits Transmitted to Hearing Examiner

- A. The City Clerk shall provide the Hearing Examiner with a complete copy of the record, including copy of the complaint, the investigative report and related records of the independent investigator, recorded proceedings and all documents offered into evidence at the Ethics Commission hearing within twenty days of receiving a copy of the written notice of appeal.

Section 01.04B.250 Procedures for Review on Appeal

- A. The Hearing Examiner shall conduct a review of the entire record as if the case was being heard for the first time.

- B. In deciding whether there has been a violation of the Code of Ethics, the Hearing Examiner may only consider evidence that is already in the record, including the investigative report and related documents as well as the recorded proceedings of the hearing before the Ethics Commission.
- C. Any decision to reverse the Ethics Commission's decision finding of a violation must be based on the conclusion that the Commission's decision was arbitrary, capricious, or not supported by the evidence.
- D. In appeals of monetary penalties, the Hearing Examiner may allow additional testimony and may therefore convene a hearing for this limited purpose. The Hearing Examiner may modify the amount of any monetary penalty imposed by the Commission.
- E. The Commission's decision shall be deemed to have been upheld unless the Hearing Examiner reverses or modifies the Commission's decision within seventy-five days after the notice of appeal is filed.
- F. A person who receives an adverse ruling from the Hearing Examiner after appealing the decision of the Ethics Commission may seek judicial review of the ruling.

Section 2. That Chapter 01.04A of the Spokane Municipal Code is hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/03/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/3/2024

Clerk's File #

ORD C36533

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MIKE PICCOLO 6237

Requisition #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON

Agenda Item Name

RENUMBERING OF WHISTLEBLOWER PROTECTIONS

Agenda Wording

An ordinance relating to Whistleblower Protection; adopting a new Chapter 01.04C of the Spokane Municipal Code.

Summary (Background)

Moves Whistleblower Protections to a new Chapter 01.04B SMC.

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**

Neutral

\$

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Select

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Select

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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	May 23, 2024
Submitting Department	City Attorney' Office
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org; (509) 625-6225
Council Sponsor(s)	CP Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Code of Ethics Revision; Renumbering of Whistleblower Protections
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>This ordinance revises the complaint process in Chapter 01.04A (Code of Ethics) as follows:</p> <ul style="list-style-type: none"> • Organizes the Ethics Code into five parts and reorganizes several sections. • Clarifies the "Jurisdiction of the Ethics Commission." • Expands procedures for processing Ethics Complaints: <ul style="list-style-type: none"> ○ Adds a preliminary review by the City Attorney to filter out complaints that do not meet the threshold for an ethics violation. ○ Adds formal investigation by an independent investigator before a complaint proceeds to the Commission for a hearing. • Puts the Appeal Process under the City's Hearing Examiner. • Moves Whistleblower Protections to a new Chapter 01.04B SMC.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p style="text-align: center;">Currently there is no cost to the City related to the complaint process except as incurred by individuals who hire counsel to represent them.</p> <p>Subsequent year(s) cost:</p> <p style="text-align: center;">It is anticipated that the City may incur costs to hire an independent investigator to interview a complainant who alleges a violation for which the Commission has jurisdiction.</p> <p>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</p> <p>Funding Source <input type="checkbox"/> One-time <input 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? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

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

- What impacts would the proposal have on historically excluded communities?

By ensuring that an independent investigator is assigned to compile evidence and conduct interviews, the proposed revision would potentially give historically excluded communities more of an opportunity to have their complaints heard in a process that can be cumbersome and for which cooperation can be difficult to obtain.

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

The City may compile data from complainants who file Ethics complaints with the City Clerk's Office concerning their racial, ethnic, gender identity, national origin, or other identity data. Surveys may also be appropriate in collecting data concerning the effect of this change.

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

Survey data will allow complainants and the subjects of complaints to provide feedback concerning their ability to advance (or defend against) complaints in a more efficient manner.

- 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?

Council Subcommittee Review

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

ORDINANCE NO. C - 36533

An ordinance relating to Whistleblower Protection; adopting a new Chapter 01.04C of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new Chapter 01.04C of the Spokane Municipal Code to read as follows:

Chapter 01.04C Whistleblower Protection

Section 01.04C.010 General

This subsection implements Washington State's Local Government Whistleblower Protection Act, Chapter 42.41 RCW.

Section 01.04C.020 Departments and Divisions Affected

This subsection shall apply to all City divisions and departments.

Section 01.04C.030 Definitions

- A. "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.
- B. "Improper governmental action" means any action by a local government officer or employee:
 - 1. that is undertaken in the performance of the officer's or employee's official duties, whether or not within the scope of the employee's employment, and
 - 2. that is in violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. The phrase does not include any personnel or labor actions.
- C. "Retaliatory action" means:
 - 1. any adverse change in an employee's employment status or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action; or

2. hostile actions by another employee towards the employee that were encouraged by a supervisor or senior manager or official.

Section 01.04C.040 Policy

It is the policy of the City of Spokane to encourage employees to report information concerning any allegedly improper action by the City's officers or employees. It is further the policy of the City to prevent retaliation against any employee who in good faith reports such allegedly improper action. Employees who feel they have been retaliated against may appeal to the hearing examiner.

Section 01.04C.050 Procedure

A. Reporting Allegedly Improper Action

1. Every City employee has the right to report to the appropriate person or persons information concerning an alleged improper governmental action.
2. Any City employee who desires to report allegedly improper governmental action shall first report in writing such action to one of the following persons:
 - 1) the hearing examiner, or;
 - 2) human resources director, or;
 - 3) county prosecuting attorney.

It is the responsibility of the receiving official to forward the information on to the Whistleblower Panel comprised of a representative from the human resources department, the office of the city attorney, the city council office selected by the city council, the finance, treasury and administration department and the employee's bargaining unit representative. A member of the Whistleblower Panel who is also the subject of a complaint shall recuse themselves from the investigation.

3. The Whistleblower Panel shall investigate the received complaint (to include the hiring of outside investigators, if needed) and make a final report to the complainant and the Human Resources Director. The Panel shall endeavor to have a final report within ninety (90) working days of convening. A copy of the report shall be provided to the Human Resources Director and the complainant upon completion. If the Panel fails to complete its report within ninety days, the Panel shall provide an explanation to the complainant for the delay and an estimated completion date.
4. Except in the case of an emergency, an employee shall NOT provide information of an improper governmental action to a person or an entity who is not a public official or person listed in subsection 6.1.2 above. An employee who fails to make a good faith attempt to follow this procedure shall not receive the protections of this subsection or the State Whistleblower Protection Act.
5. The City *shall* keep confidential the identity of the person reporting to the extent possible under law, unless the employee authorizes in writing the disclosure of his or her identity.

B. Retaliatory Action Forbidden

1. No City official or employee may take retaliatory action against a City employee because the employee provided information in good faith in accordance with the provisions of this subsection that an improper governmental action occurred.
2. If an employee believes she or he has been retaliated against in violation of this subsection, the employee must provide a written notice of the charge or retaliatory action to the Hearing Examiner of the City. The notice must specify the alleged retaliatory action, and the relief requested.
3. The charge must be delivered to the Hearing Examiner no later than sixty (60) calendar days after the occurrence of the alleged retaliatory action or the date the employee reasonably should have been aware that retaliation has taken place. The City will then have thirty (30) calendar days to respond to the charge and the request for relief.
4. Upon receipt of either the response by the City or after the lapse of the thirty (30) calendar days, the employee may request a hearing to determine whether a retaliatory action has occurred and to obtain appropriate relief. The request for a hearing must be made within fifteen (15) calendar days of receipt of the response by the City or the lapse of the City's thirty (30) calendar day response time. Requests must be in writing and made to the City Hearing Examiner.
5. If the claimant has met all the time requirements, the hearing examiner will hold a hearing. The burden of proof is on the employee to prove his or her claim by a preponderance of the evidence. The hearing examiner will issue a final decision consisting of findings of fact, conclusions of law, and judgment no later than forty-five (45) calendar days following the request for hearing. The hearing examiner may grant extensions of time upon the request of either party upon a showing of good cause or on his or her own motion.
6. The hearing examiner may grant the following relief, as appropriate: reinstatement, with or without back pay, and injunctive relief as may be necessary to return the employee to the position he or she held before the retaliatory action and to prevent any recurrence of retaliatory action. The hearing examiner may award costs and reasonable attorneys' fees to the prevailing party. The hearing examiner may also impose a civil penalty of up to five thousand dollars (\$5,000) payable by each person found to have retaliated against the employee and may recommend to the City that the person found to have retaliated be suspended or discharged.
7. Either party may appeal to Superior Court from an adverse determination by the hearing examiner. The hearing examiner's decision is subject to judicial review under the arbitrary and capricious standard.

Section 01.04C.060 Responsibilities

The human resources department shall administer this subsection.

Section 01.04C.070 Severability

If any section, subsection, paragraph, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/03/2024

Committee Agenda type: Discussion

Date Rec'd

6/11/2024

Clerk's File #

ORD C36534

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

PAUL DILLON 6714

Requisition #

Contact E-Mail

PDILLON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Agenda Item Name

0320 - GUN VIOLENCE PREVENTION FOR A SAFER SPOKANE

Agenda Wording

An ordinance titled "Gun Violence Prevention for a Safer Spokane," relating to the establishment provisions relating to firearms safety and prevention; adopting a new Chapter 10.75 to Title 10 of the Spokane Municipal Code, and repealing Section 12.0

Summary (Background)

The Spokane City Council is updating firearms regulations to make the community safer from gun violence and establishing a new Chapter to the Spokane Municipal Code, 10.75. This ordinance strengthens existing state laws, enhances safety, and ensures fewer gun related incidents in areas likely to be exposed to gun violence.

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

Neutral

\$

#

Select

\$

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Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	June 3, 2024
Submitting Department	City Council
Contact Name	Virginia Ramos
Contact Email & Phone	vramos@spokanecity.org , 509-564-1914
Council Sponsor(s)	CM Dillon, CM Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	GUN VIOLENCE PREVENTION FOR A SAFER SPOKANE
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Spokane City Council is updating firearms regulations to make the community safer from gun violence and establishing a new Chapter to the Spokane Municipal Code, 10.75. This ordinance strengthens existing state laws, enhances safety, and ensures fewer gun related incidents in areas likely to be exposed to gun violence.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
Fiscal Impact	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p>	
<p>Narrative: <u>No additional resources are needed for this ordinance.</u></p>	
<p>Funding Source <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? Click or tap here to enter text.</p>	
<p>Expense Occurrence <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>	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? 	

Data is already collected by the SPD and will continue to be gathered and summarized as to the effect this ordinance may have on the community.

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

Data is collected by the SPD and will be closely monitored by the Public Safety & Community Health Committee.

- 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?

Public safety is a priority for city leaders.

Council Subcommittee Review

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

ORDINANCE NO C36534

An ordinance titled “Gun Violence Prevention for a Safer Spokane,” relating to the establishment provisions relating to firearms safety and prevention; adopting a new Chapter 10.75 to Title 10 of the Spokane Municipal Code, and repealing Section 12.05.065 of the Spokane Municipal Code.

WHEREAS, gun violence is a public health and public safety crisis in the United States; and

WHEREAS, the Gun Violence Archive defines a mass shooting as one with four or more people injured or killed, and there have been more than 135 mass shootings through May 2, 2024; and

WHEREAS; someone is killed by a gun every 10 hours in Washington State and gun violence is the leading cause of death for children and teens; and

WHEREAS, according to the Washington Alliance for Gun Responsibility, gun violence costs Washington state an average of \$11.8 billion every year and these figures include health care costs for medical bills and mental health support as well as police and criminal justice costs; and

WHEREAS, in 2023 in the City of Spokane, there were 16 deaths from firearms and 23 firearm injuries; and

WHEREAS, thus far in 2024, there have been 44 shooting incidents, 6 accidental discharges of a firearm resulting in injury, and 9 total suicide attempts using a firearm; and

WHEREAS, gun violence is preventable and stronger gun laws have been proven to reduce gun violence; and

WHEREAS, the City of Spokane establishes criminal penalties for crimes related to firearms in Chapter 10.75 of the Spokane Municipal Code, but the code lacks specific prohibitions that would enhance safety and ensure fewer incidents in areas likely to be exposed to gun violence; and

WHEREAS, the Spokane City Council intends to update its firearms regulations to make the community safer from gun violence;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 10.75 to Title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.75 Firearms and Dangerous Weapons

SMC 10.75.010	Scope and Purpose
SMC 10.75.020	Discharge of Firearms Prohibited
SMC 10.75.030	Possession of Firearms
SMC 10.75.040	Disposition of Firearms
SMC 10.75.050	Exemptions

10.75.010 Scope and Purpose

Gun violence is a public health issue. The impacts of gun violence, both direct and indirect, inflict an enormous burden on society, including suicide, homicide, and unintentional deaths, as well as nonfatal gunshot injuries, threats, and exposure to gun violence in all neighborhoods.

This chapter defines a process to implement prevention of gun violence and safety measures designed to save lives.

10.75.020 Discharge of Firearms Prohibited

Except as set forth in Section 10.75.060, it is unlawful to shoot or discharge any firearm, pistol, rifle or similar device anywhere within City limits.

10.75.030 Possession of Firearms

- A. It is unlawful for any person to enter any public assembly venue operated by the city or other municipal or public corporation when the person knowingly possesses or knowingly has under the person's control a weapon as defined in RCW 70.74.010 or listed in RCW 9.41.250.
- B. It is unlawful for any person to knowingly open carry a firearm or other weapon, as defined in RCW 9.41.010, any public building used in connection with meetings of the governing body of the City of Spokane. For purposes of this section, "governing body" shall have the same meaning as in RCW 42.30.020, and includes, without limitation, the Spokane City Council, or other policy or rule making body of the City of Spokane, or any committee thereof when the committee, board, or commission acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.
- C. It shall be a defense to a violation of this section if there are no posted signs at areas of ingress and egress to public buildings that provide notice of the restrictions on possession and open carry of firearms and other weapons at locations specified in this section.
- D. Nothing in this section shall apply to the lawful concealed carry of a firearm by a

person who has a valid concealed pistol license.

- E. A person violating this section is guilty of a misdemeanor on the first offense. Second and subsequent violations of this section shall constitute a gross misdemeanor.
- F. This section 10.75.040 shall not apply to:
 - 1. The possession of any concealed pistol by a person licensed under RCW 9.41.070.
 - 2. Individuals exempt from the firearms restrictions under RCW 9.41.060 (1) through (3), as amended from time to time.
 - 3. Federal, state, or local law enforcement officers or personnel, or to members of the armed forces of the United States or the state of Washington, when such individuals are carrying a firearm or other weapon in conformance with their employing agency's policy, or when carrying a firearm or other weapon in the fulfillment of official duties or traveling to or from official duty.

10.75.040 Disposition of Firearms

- A. All firearms, magazines and ammunition that come into the possession of the police department after June 30, 1993, that are judicially forfeited under RCW 9.41.098 and are no longer needed for evidence, or that are forfeited due to a failure to make a claim under RCW 63.32.010 or 63.40.010 shall be disposed of by the police department as appropriate in its sole discretion in one or more of the following ways:
 - 1. Retained for use by the police department; or
 - 2. Destroyed
- B. Antique firearms and their components as defined by RCW 9.41.010, as now or hereafter amended, and firearms recognized as curios, relics, and firearms of particular historical significance by the United States Treasury Department Bureau of Alcohol, Tobacco and Firearms, are exempt from destruction and shall only be disposed of by auction or trade to commercial sellers. All proceeds from the trade or auction of antique firearms occurring under this subsection shall be retained and used by the police department.
- C. All firearms, magazines and ammunition that are illegal for any person to possess shall be destroyed and shall not be retained; provided, however, if firearms otherwise illegal to possess may be rendered legal to possess by removal or alteration of component parts, the police department may, in its discretion, effect such removal or alteration and may thereafter retain the firearm under the

provisions of this section.

10.75.050 Exemptions to Prohibitions on Discharge

- A. Sections 10.75.020 and 10.75.030 of this Chapter shall not apply to any discharge occurring on a rifle or pistol firing range that has been issued a business license by the City for such purpose.
- B. Sections 10.75.020 and 10.75.030 of this Chapter shall not apply to the discharge of firearms by law enforcement officers engaged in the performance of their official powers or duties.
- C. ,Nothing in Sections 10.75.020 and 10.75.030 of this Chapter shall be deemed to abridge the right of the individual guaranteed by Article I, Section 24, of the State Constitution to bear arms in defense of self or others.

Section 2. That SMC Section 12.05.065 is repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 06/10/2024**Committee Agenda type:** Consent**Date Rec'd**

6/11/2024

Clerk's File #

ORD C36535

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

MELISSA OWEN 6063

Requisition #**Contact E-Mail**

MOWEN@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

4700 - LATAH GLEN RESIDENTIAL COMMUNITY PUD OVERLAY ORDINANCE

Agenda Wording

Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Manufactured Home Park Conditional Use Permit (CUP) on June 29, 2022. On July 22,

Summary (Background)

Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Manufactured Home Park Conditional Use Permit (CUP) on June 29, 2022. On July 22, 2022, the Hearing Examiner approved a Planned Unit Development Overlay Zone and Manufactured Home Park CUP for said property subject to conditions. The appeal period for this decision ended August 5, 2022. The next procedural step in the type III

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

The applicant is proposing a change to the City's Zoning Map for parcel 25364.0001 addressed as 1925 W 36TH Avenue (39.29 acres), by amending the official zoning map to show a planned unit development overlay zone. All procedural requirements were

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Committee Agenda Sheet

Urban Experience Committee

Committee Date	06/10/24
Submitting Department	Development Services Center
Contact Name	Melissa Owen
Contact Email & Phone	mowen@spokanecity.org (X6063)
Council Sponsor(s)	N/A
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Latah Glen Residential Community PUD overlay Zone – Ordinance Adoption
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Manufactured Home Park Conditional Use Permit (CUP) on June 29, 2022. On July 22, 2022, the Hearing Examiner approved a Planned Unit Development Overlay Zone and Manufactured Home Park CUP for said property subject to conditions. The appeal period for this decision ended August 5, 2022. The next procedural step in the type III PUD process is for Council to adopt the Findings, Conclusions, and Decision of the Hearing Examiner dated July 22, 2022.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: N/A

Current year cost:

Subsequent year(s) cost:

Narrative: The applicant is proposing a change to the City’s Zoning Map for parcel 25364.0001 addressed as 1925 W 36TH Avenue (39.29 acres), by amending the official zoning map to show a planned unit development overlay zone. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on June 29, 2022. The City’s Hearing Examiner approved the PUD overlay and Manufactured Home Park CUP on July 22, 2022. The Appeal Period ended August 5, 2022. The next procedural step is to adopt the Hearing Examiner Decision and update the City’s Zoning Map to reflect the overlay. Subsequent building and manufactured home siting permits will be reviewed and approved by the Development Services Center. The proposal was consistent with the City’s Comprehensive Plan at time of preliminary PUD and Manufactured Home Park CUP application and continues to be consistent with multiple goals and polices from the land use, Transportation, Urban Design, Natural Environment, and Neighborhoods chapters of the Comprehensive Plan. This project, Latah Glen Residential community, includes common open space, interconnected pedestrian connections, clubhouse, etc. The underlying zoning will remain R1, and Land Use Designation will remain Residential Low. Attachments – Ordinance with proposed PUD Zoning Overlay Map exhibit and the 2022 Hearing Examiner Decision.

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) – This is a private development proposal for which preliminary approval of the PUD and Manufactured Home Park received approval in 2022. Ordinance Adoption of the PUD Overlay is the next procedural step in the overlay/zone change process.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

The authorizing ordinances in place at time of application and preliminary approval by the Hearing Examiner included SMC 17C.110 Residential Development (repealed); SMC 17C.320 Conditional Uses; SMC 17C.345 Manufactured Home and Mobile Home Parks; SMC 17G.060 Land Use Application Procedures (repealed); SMC 17G.070 Planned Unit Developments; and 17G.040.020 Development & Applications Subject to Design Review. While some of the implementing ordinances noted above have been repealed & replaced, and/or modified with new or amended titles, chapters, and/or sections of code, the proposal remains consistent with currently adopted administrative procedures for PUDs and other applicable codes found in found in SMC including but not limited to 17C.111 Land Use Standards – Residential Zones, 17G.061 Land Use Application Procedures, 17G, 070 Planned Unit Developments, and the currently adopted comprehensive plan.

ORDINANCE NO. C36535

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 1925 W 36TH AVENUE IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY.

WHEREAS, The Hearing Examiner held a public hearing on June 29, 2022, at the request of the owner of certain property zoned RSF – Residential Single Family (converted to R1 – Residential 1 – in January 2024), and generally located between S. Inland Empire Way/W. Victoria Lane to the east and S. Marshall Road to the west.at 1925 W 36TH Avenue in the City and County of Spokane, State of Washington, and on July 22, 2022, approved a Planned Unit Development Overlay Zone and a Manufactured Home Park Conditional Use Permit subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, LYING EAST OF THE OREGON, WASHINGTON RAILWAY AND NAVIATION RAILWAY.

with a Planned Unit Development Overlay Zone.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:


City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

 Proposed PUD Area

 Parcel

 City of Spokane

Latah Glen PUD Proposal
1925 W 36th Ave
Parcel # 25364.0001

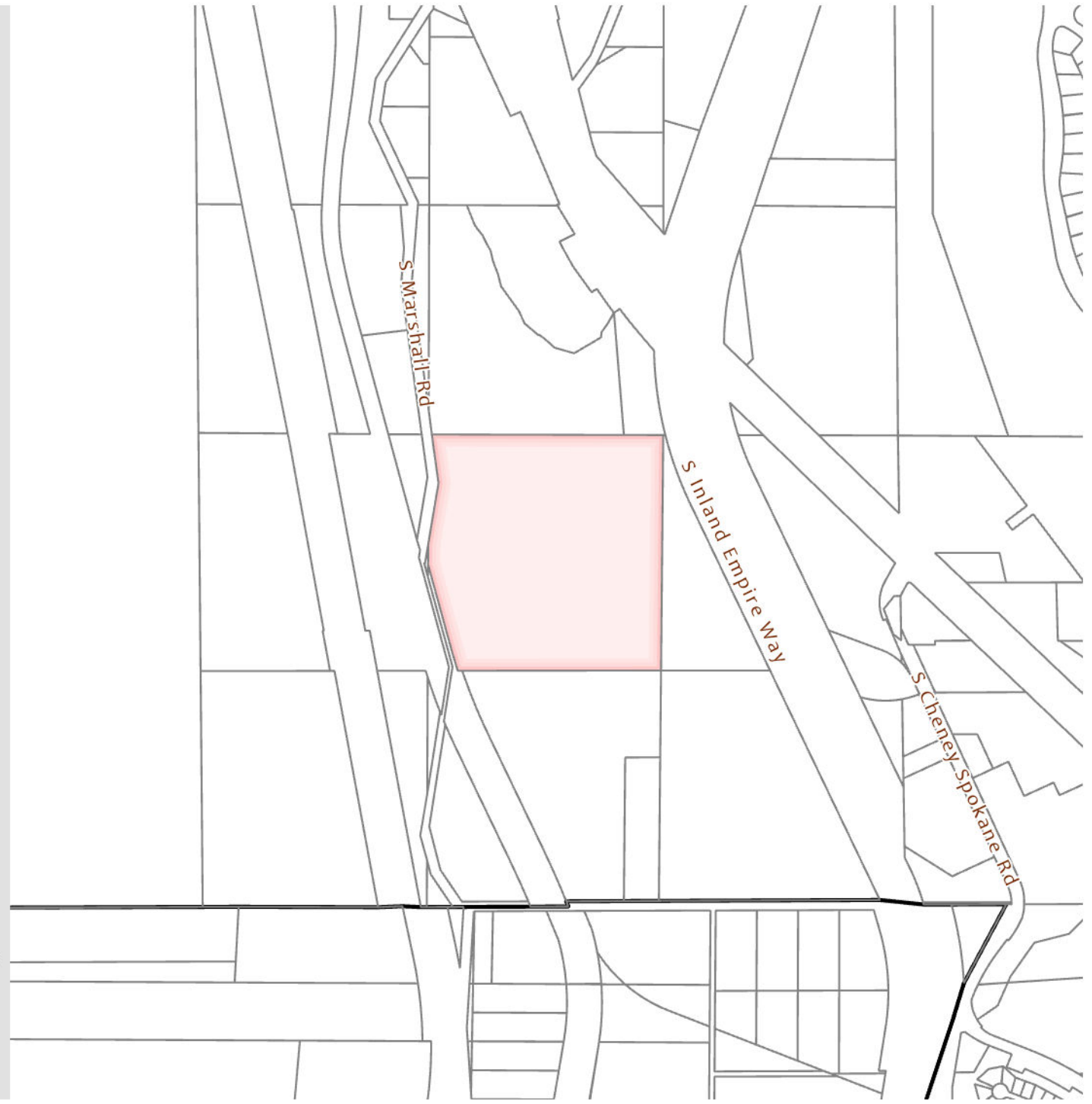


Scale: 1:10,000



5/22/2024

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



CITY OF SPOKANE HEARING EXAMINER

Re: Application for a Conditional Use)
Permit and Planned Unit Development)
to develop a 39.44-acre Manufactured)
Home Park and PUD residential)
community in the RSF zone.) FILE NO. Z20-184PPUD

FINDINGS, CONCLUSIONS,
AND DECISION

SUMMARY OF PROPOSAL AND DECISION

Proposal: The applicant, Sycamore Group, LLC, with permission from the Estate of Bettie R. Simmons, is requesting approval of an application for a Preliminary Planned Unit Development (PUD) and Conditional Use Permit (CUP) to develop a 39.44 acre Manufactured Home Park (MHP) and PUD residential community to be known as Latah Glen. The project will include 157 leased spaces, a community clubhouse, laundry facilities, and an interconnected pedestrian system with open space. The project includes private roads and private utilities.

Decision: Approved, with *revised* conditions.

FINDINGS OF FACT
BACKGROUND INFORMATION

Applicant: Sycamore Group, LLC
 Attn: William Nascimento
 9850 Research Drive
 Irvine, CA 92618

Agent: Storhaug Engineering
 Attn: William Sinclair
 510 E. 3rd Avenue
 Spokane, WA 99202

Owner: Estate of Bettie R Simmons
 3504 S Inland Empire Way
 Spokane, WA 99224

Property Location: The subject property is located on parcel number 25364.0001, addressed as 1925 W. 36th Avenue, in the City of Spokane, Washington. The subject property is generally located between S. Inland Empire Way/W. Victoria Lane to the east and S. Marshall Road to the west. The proposed MHP is located to the northwest of the Latah Creek Plaza shopping area on S. Cheney-Spokane Road, south of Medo-Mist RV Park and north of W. 44th Avenue.

Legal Description: The legal description of the property is provided in Exhibit 4a.

Zoning: The property is zoned RSF (Residential Single Family).

Comprehensive Plan (CP) Map Designation: The property is designated as Residential 4-10.

Site Description: The subject property is approximately 39.44 acres in size and is currently vacant. Access to the project will require dedication of right of way (ROW) across parcel 25361.0004. ROW dedication will be completed outside of the PUD/CUP application approval process. Additionally, unimproved Marshall Road will provide secondary fire access to the site until such time as Marshall Road is paved which, per the recommended conditions of approval herein, triggers compliance for full access between Marshall Road and the proposed MHP.

Surrounding Conditions and Uses: The subject property and adjoining property is zoned RSF. Adjacent land uses are generally larger tracts of land that are either vacant or residential in nature. Government-owned land (Washington State Department of Natural Resources [WSDNR]) is located immediately east and to the south of the proposed MHP. Medo-Mist RV Park is located to the north of the site. BNSF rail as well as US-195 transportation corridors are located in very close proximity directly to the east of the project site.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17C.110, Residential Development; SMC 17C.320, Conditional Uses; SMC 17C.345, Manufactured Home and Mobile Home Parks; SMC 17G.060, Land Use Application Procedures; SMC 17G.070, Planned Unit Developments; SMC 17G.040.020, Development & Applications Subject to Design Review; and SMC 17G.060.170, Decision Criteria.

Notice of Community Meeting: Mailed: September 8, 2021
Posted: September 8, 2021

Notice of Application/Public Hearing: Mailed: May 19, 2022
Posted: May 19, 2022

Community Meeting: September 23, 2020

Site Visit: July 17, 2022

Public Hearing Date: June 29, 2022

State Environmental Policy Act (SEPA): A Mitigated Determination of Non-Significance (MDNS) was issued on June 14, 2022. The deadline to appeal the MDNS was June 28, 2022. The MDNS was not appealed.

Testimony:

Melissa Owen, Assistant Planner
City of Spokane Planning & Development
808 W. Spokane Falls Boulevard
Spokane, WA 99201

Jerry Storhaug
Storhaug Engineering
510 E. 3rd Avenue
Spokane, WA 99202

G. William Nascimento
Sycamore Group, LLC
9850 Research Drive
Irvine, CA 92618

Ben Goodmansen
Whipple Consulting Engineers, Inc.
21 S. Pines Road
Spokane Valley, WA 99206

William Sinclair
Storhaug Engineering
510 E. 3rd Avenue
Spokane, WA 99202

AT Miller
Paine Hamblen LLP
717 W. Sprague Avenue, Suite 1200
Spokane, WA 99201

Inga Note
City of Spokane
Integrated Capital Management
808 W. Spokane Falls Boulevard
Spokane, WA 99201

Greg Figg
Washington State Department of
Transportation
2714 N. Mayfair St.
Spokane, WA 99207

Detrich Nascimento
6914 S. Pheasant Ridge Dr.
Spokane, WA 99224

Pat Girtz
206 W. Nebraska
Spokane, WA 99205

Submitted Comments to the Record or Present but did not Testify:

Bob Vicars
509 W. Bolan Avenue
Spokane, WA 99224
Bobmcv1@hotmail.com

Faith Hayflich
9815 Hangman Valley Road
Spokane, WA 99224
faithhay@me.com

Molly Marshall
2914 W. Grandview Avenue
Spokane, WA 99224

Patti Berg
[no address provided]
Dickthiel@comcast.net

Su Sawyer
1918 S. Audubon Court
Spokane, WA 99224
susawyer@juno.com

Grandview-Thorpe Neighborhood Council
[no address required]
grandviewthorpe@hotmail.com

Exhibits:

Staff Report, dated 06/23/22, including the following exhibits:

1. Vicinity Map
2. Zoning Map
3. Land Use Map
4. Application Materials, including:
 - a. General Application with Owner Authorization, pp. 2-3
 - b. PUD Application, pp. 4-5
 - c. CUP Application, pp. 6-7
 - d. Project Narrative, 7-16
5. Site and Context Plan Documents, including:
 - a. Context/Site Analysis – revised 08/13/21, p. 2
 - b. Site Plan – revised 11/30/21, p. 3

- c. Site Plan – design character – updated – revised 05/19/21, p. 4
 - d. Concept Building Details – revised 05/19/21, p. 5
 - e. Neighborhood and Site Detail – revised 05/19/21, p. 6
 - f. Concept Building Details, p. 7
6. Technical Documents including:
- a. Site Lighting Calculations and Specifications
 - b. Wetland Report
 - c. Cultural Resource Survey
 - d. Geotechnical Engineering Report and Addendum
 - e. Traffic Impact Analysis and Appendices
 - f. Trip Generation Letter (Updated October 28, 2020)
 - g. Stormwater and Utility Concepts
 - h. Sewer and Water Utility Technical Memo
7. Approved Design Standards Variance Request Form
8. SEPA Checklist (updated 11/30/2021)
9. Critical Areas Checklist
10. MDNS
11. Request for Agency Comments, including:
- a. Request letter dated 10/27/20, pp. 2-4
 - b. Request for Additional Information (pp. 5-40) from:
 - Washington State Department of Archaeology and Historic Preservation (WSDAHP) dated 10/28/20
 - Spokane Tribe of Indians dated 10/28/20
 - City of Spokane, Dave Kokot, Fire, dated 10/30/20
 - Washington State Department of Transportation (WSDOT), Greg Figg, dated 11/05/20
 - City of Spokane, Inga Note, Integrated Capital Management (ICM), dated 11/05/20
 - Washington State Department of Ecology (WSDOE) dated 11/06/20
 - City of Spokane, Bobby Halbig, Streets, dated 11/09/20
 - WSDNR dated 11/09/20
 - City of Spokane, Joelle Eliason, Engineering, dated 11/10/20
 - City of Spokane, Melissa Owen, Planning
 - City of Spokane, Marcia Davis, ICM, dated 11/16/20
 - Avista dated 11/25/20
12. Second Request for Agency Comments, including:
- a. Request letter dated 03/17/21, pp. 2-4
 - b. Request for Additional Information (pp. 5-52) from:
 - Spokane Tribe of Indians dated 03/10/21
 - City of Spokane Treasurer Department dated 03/18/21
 - City of Spokane Fire Department dated 03/23/21
 - ICM Water Distribution dated 03/24/21
 - WSDOE dated 03/29/21
 - City of Spokane Engineering dated 03/29/21
 - Streets Department dated 03/30/21
 - City of Spokane Inga Note dated 03/30/21
 - WSDOT dated 03/30/21
13. Third Request for Agency Comments, including:
- a. Request letter dated 05/24/21, pp. 2-4

- b. Request for Additional Information (pp. 5-35) from:
 - ICM Water Distribution dated 05/25/21
 - WSDOE dated 06/02/21
 - WSDAHP dated 06/07/21
 - City of Spokane Treasurer Department dated 06/07/21
 - WSDOT dated 06/07/21
 - City of Spokane Inga Note dated 06/07/21
 - City of Spokane Engineering dated 06/15/21
- 14. Fourth Request for Agency Comments, including:
 - a. Request letter date 08/19/21, p. 2
 - b. Request for Additional Information (pp. 3-31) from:
 - ICM Water Distribution dated 08/24/21
 - WSDOE dated 08/31/21
 - WSDAHP dated 06/26/21
 - WSDOT dated 09/01/21
 - City of Spokane Engineering dated 09/22/21
- 15. Fifth Request for Agency Comments, including:
 - a. Request for Additional Information (pp. 2-45) from:
 - WSDOE dated 12/16/21
 - WSDOT dated 12/23/21 & 03/11/22 (including original email to Whipple Consulting and attachment (Meadow Lane Results Binder)
 - City of Spokane, ICM, Inga Note dated 12/21/21
 - City of Spokane, Correspondence re: Traffic Mitigation (email chains beginning 01/23/22, 02/11/22)
 - City of Spokane Engineering updated 01/10/22
- 16. Sixth Request for Agency Comments, including:
 - a. Request letter dated 04/04/22, p. 2
 - b. Request for Additional Information (pp. 3-17) from:
 - Attachment Package 1
 - WSDAHP (10/28/20, 07/07/21, 07/26/21)
 - Spokane Tribe of Indians (10/28/20, 03/10/21)
 - WSDOE (11/06/20, 03/29/21, 06/02/21, 08/31/21, 12/16/21)
 - WSDNR (11/09/20)
 - Avista (11/25/20)
 - Attachment Package 2
 - WSDOT (11/05/20, 03/21/21, 06/07/21, 10/01/21, 12/23/21, 03/11/22, 04/19/22, 04/27/22)
 - Attachment Package 3
 - City of Spokane, ICM, Inga Note (11/05/20, 03/30/21, 06/07/21, 12/21/21, May 2022 follow-up email chain)
 - City of Spokane Planning (Agency Review No. 1 Comments; all other comments incorporated into request for more information and technically complete letter)
 - Attachment Package 4
 - City of Spokane Engineering (11/10/20, 03/29/21, 06/15/21, 09/22/21, 01/10/22)
 - Attachment Package 5
 - City of Spokane Fire Department (10/30/20, 03/23/21)
 - City of Spokane, Streets (11/09/20, 03/30/21)

- City of Spokane, ICM, Marcia Davis (11/16/20, 03/24/21
05/25/21, 08/24/21)
 - City of Spokane, Treasury Accounting (03/30/21, 05/24/21)
- 17. Notice of Application, SEPA, and Hearing Documents, including:
 - a. Public Notice Sign/Posting/Mailing instructions, pp. 2-3
 - b. Public Notice Letter, Map and Parcel List, pp. 4-8
 - c. Affidavits, pp. 9-10
 - d. Copy of email to Neighborhood Council representatives and Spokane Public Library, p. 11
- 18. Combine Notice Public Comments (includes WSDOE letter submitted during agency comment period)
- 19. Design Review Board (DRB) Documents, including:
 - a. DRB Application, pp. 2-15
 - b. Collaborative Workshop Staff Report and Advisory Actions, pp. 16-30
 - c. Applicant Submittal for Recommendation Meeting, pp. 31-61
 - d. Final Recommendations, pp. 62-63
- 20. Virtual Community Meeting Materials, including:
 - a. Public Notice Sign/Posting/Mailing instructions (pp. 2-7), including:
 - Instruction letter
 - Notification map
 - Notification parcel list
 - Notification letter (to be completed by applicant)
 - b. Mailed/Posted Virtual Public Notice Letter, pp. 8-9
 - c. Community Meeting Summary and Attendee List, pp. 10-14
 - d. Community Meeting Presentations (general project and traffic scoping), pp. 15-31
 - e. Affidavits of Posting and Mailing, pp. 32-34
 - f. Notification Map Application, pp. 35-36
 - g. Meeting Recording
- 21. Pre-Development Final Comments
- 22. Staff Presentation
- 23. Applicant Brief, including:
 - a. Whipple Consulting Engineers letter dated 06/28/22
 - b. Todd Whipple Resume
 - c. Ben Goodmansen Resume
- 24. Sinclair Exhibit

FINDINGS AND CONCLUSIONS

To be approved, a PUD must comply with the criteria set forth in Section 17G.060.170 SMC. The Hearing Examiner has reviewed the application and the evidence of record with regard to the application and makes the following findings and conclusions:

- 1) *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The site is zoned RSF. "Residential Household Living" is permitted in the RSF zone. See Table 17C.110-1. "Manufactured housing" is an example of "residential household living." See SMC 17C.190.110(C). In addition, the RSF zone allows a variety of housing types,

including manufactured homes. See Table 17C.110-2. Generally speaking, manufactured homes are allowed in all areas¹ of the city in which single-family residences are a permitted use. See SMC 17C.345.010.

There is no question that the proposed use is allowed in the RSF zone. Having said that, the Applicant is not proposing to install an individual manufactured home on an RSF lot. Rather, the Applicant is proposing to develop an MHP. The park will remain under the sole ownership of the developer. The developer will lease spaces within the park to future residents, i.e. to individual manufactured home owners. Manufactured home parks are also allowed in the RSF zone, subject to the review and approval as a Type III conditional use application. See SMC 17C.345.100; see *also* Staff Report, p. 5. In addition, an MHP must also satisfy the development standards set forth in Chapter 17C.345 SMC. See Staff Report, p. 5.

The Hearing Examiner agrees with Staff that the proposed MHP satisfies the applicable development standards, as the following discussion illustrates.

Density. In the RSF zone, the minimum density is four dwelling units per acre (DUs/acre) and the maximum density is ten DUs/acre. See Table 17C.110-3. Staff calculated that the proposed development is four DUs/acre, applying the methodology set forth in the municipal code. See Staff Report, pp. 5-6. Thus, the proposed MHP is consistent with the density requirements of the zone.

Lot Area. An MHP must have a minimum area of 10 acres. See SMC 17C.345.120(B). The proposed MHP is approximately 39.44 acres in size, easily satisfying this standard. See Staff Report, p. 5.

Open Space. At least 15% of the gross site area must be in open space or recreational areas available for use by all residents. See SMC 17.345.120(D). The proposal includes 18.08 acres of common open space. See Staff Report, p. 5. Of those 18.08 acres, 3.23 acres is accessible open space, 7.9 acres is visually accessible steep slopes, and 6.78 acres is private street area. Taken together, these open space areas represent nearly 46% of the proposal's land area. See *id.* Even excluding the private street area from the calculation results in 28.2% open space. The proposal sets aside well in excess of 15% of its land area for open space.

Setbacks. The municipal code includes specific setback standards for MHPs. See SMC 17C.345.120(C). Staff confirmed that the project was designed to satisfy the setback standards for the distance from the boundary of the park (20 feet) and the distance from a public street (20 feet). See Staff Report, p. 5. Required setbacks from private streets, walking areas, and parking areas must be verified at the time of issuing permits for new manufactured homes. See *id.* In any case, the site plan must demonstrate compliance with the setback standards. See Condition 15. The Hearing Examiner concludes that the setback standards are properly addressed.

Pedestrian Access. The municipal code requires the developer to install a paved or graveled system of walkways that provides safe and convenient access to every

¹ MHPs are not permitted in designated historic districts. See SMC 17C.345.100. This exception, however, is not relevant to this application.

manufactured home and all common areas. See SMC 17C.345.120(J). The proposal satisfies this requirement by including sidewalks on one side of the private streets as well as an interconnected system of walking paths that provides convenient access to all homes and common areas. See Staff Report, p. 7.

Streets. Each lease space in an MHP must be adjacent to a public or private street. See SMC 17C.345.120(L). This requirement is satisfied. All the leased spaces in the proposed development are adjacent to the streets. See Exhibit 5.

The streets in the development must be designed and constructed to City standards. The project conditions ensure that this requirement will be met. See e.g. Conditions 16, 27, & 35. That being said, on July 6, 2020, the Applicant requested approval of a design standards variance. See Exhibit 7. The Applicant sought a variance² to narrow the required street and ROW widths, to restrict parking to one side of the street, and to remove sidewalks from one side of the street. See *id.*; see also Staff Report, p. 7. The Director of Engineering Services approved the variance request on July 20, 2020. See Exhibit 7.

It should be acknowledged that the MHP standards appear to preclude design deviations for public or private streets. Specifically, those standards state:

Deviations to the public or private street standards, curbing, sidewalks, lighting, pedestrian buffer strips and other street standards are not permitted through a mobile home park approval.

See SMC 17C.345.120(L). It could be argued that the design deviations approved by Engineering are not consistent with this language. The point is debatable, as this language does not necessarily preclude design deviations through other procedures, such as a PUD or a variance. That aside, the Hearing Examiner does not reach this issue. Engineering Services approved the design deviation just over two years ago, pursuant to SMC 17H.010.020. A decision of the Director of Engineering Services may be appealed to the Hearing Examiner, but only if the appeal is lodged within 14 days of the written decision. See SMC 17G.050.310(A). That decision was not appealed or challenged. The variance was approved and cannot now be appealed. Therefore, the propriety of the design deviations is not properly before the Hearing Examiner.

Buffer Strips. The MHP standards require the maintenance of a 20-foot strip around the boundary of the park. See SMC 17C.345.120(F). This strip must be landscaped to provide a visual screen. See *id.* This feature is incorporated into the design of the proposed MHP. See Exhibit 5. The buffer strip is also required by project conditions. See Conditions 14, 22, & 23. Therefore, this requirement of the MHP standards is fulfilled.

As discussed in the Staff Report, the project either satisfies or will satisfy (based on project conditions and legal requirements) the remaining development standards. See Staff Report, pp. 6-7. For example, the proponent will be required to install utilities, provide parking, and complete landscaping, all consistent with the standards, project conditions,

² To pursue these changes, the Applicant was also required to submit a PUD application, which included design review. See Staff Report, p. 7.

and City guidance. See *id.* If signs or accessory structures are installed, the standards applicable to such improvements must be fulfilled. See *id.* Individual manufactured homes are also required to meet siting standards. See *id.*, p. 7. The Hearing Examiner incorporates the Staff's analysis of these issues by reference.

The proposal, as conditioned, also satisfies the development standards for PUDs. Those developments standards are discussed below. See Paragraph 6.

The Hearing Examiner concludes that the proposal is consistent with the land use codes. Therefore, this criterion for approval is satisfied.

2) *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

The proposed development is consistent with the pertinent provisions of the CP. The site is designated as Residential 4-10. This designation allows single-family residences on individual lots and attached (zero-lot line) single-family residences. See CP, Chapter 3, p. 3-40. The proposal is to develop an MHP. Manufactured homes are just one type of single-family residence. The CP recognizes this and encourages the further development of this housing option.

The City of Spokane's policy is to permit manufactured homes on individual lots in all areas where residential uses are allowed. See CP, Chapter 6, Policy H1.16, p. 6-9. The City seeks to provide opportunities for a variety of housing types that are safe and affordable for all income levels. See CP, Chapter 6, Goal H1, p. 6-9. Similarly, Policy H1.18 promotes a wide range of housing types and housing diversity to meet the needs of a diverse population with varying income levels. See CP, Chapter 6, Policy H1.18, p. 6-9. The project serves these goals given that it is intended to provide affordable housing options for mid-level incomes. *Testimony of W. Nascimento*. In addition, the project will increase housing diversity at a time when the community is experiencing housing shortages and limited choices.

As its name suggests, land designated as Residential 4-10 may be developed with a minimum of four DUs/acre and a maximum of ten DUs/acre. See *id.* The density of the project is four DUs/acre. Thus, the project satisfies the density objective of its residential designation.

The development is situated within an area that is predominantly designated for low-density residential use. See Exhibit 22 (slides 5-6). There is a shopping center to the southeast. Shopping centers are generally intended to provide services to residential areas. There is a mobile home park to the north. An MHP is similar to and compatible with this type of residential use. Given these characteristics, the proposal is consistent with Goal LU5 and Policy LU 5.5. These provisions of the CP promote development that is complementary and compatible with surrounding land uses. See CP Chapter 3, Goal LU 5 & Policy LU 5.5, pp. 3-26 & 3-27.

No departments or agencies reported that public facilities or services were inadequate to serve the development, provided project conditions were fulfilled. To the extent there were insufficiencies, the Applicant will be addressing those concerns. For example, the Applicant will be improving Inland Empire Way from the project site to US-195. See

Condition 3b. In addition, the MDNS incorporates mitigation for impacts to US-195. See Exhibit 10; see also Condition 3a.

These improvements will provide proper access for automobiles, as encouraged by the transportation element of the CP. See e.g. CP, Chapter 4, TR Goal B, Policy TR 2, & Policy TR 7, pp. 20 & 24 (encouraging development of adequate transportation choices for various modes of travel). In making these improvements, the project fulfills Policy LU 1.12, which requires that public facilities be sufficient to support development. See CP, Chapter 3, Policy LU 1.12, p. 3-14. The project, as conditioned, promotes the efficient use of land by focusing growth in areas where adequate facilities and services are available. See CP, Chapter 3, Policy LU 3.1, p. 3-17. The commenting agencies also suggested mitigation measures where necessary to protect the natural and built environment, consistent with Policy LU 5.1. See CP, Chapter 3, Policy LU 5.1, p. 3-27.

The project will clean up a site that has been historically used for auto salvage. The site is littered with old parts, waste products, and garbage. In addition to addressing the site conditions, the project is well-designed to create an attractive, residential community. See e.g. CP, Chapter 8, Policy DP 2.6, p. 8-8 (stating projects should be designed to improve the quality of the neighborhood as well as account for the topography and other natural features of the site). Among other things, the design includes an integrated pedestrian pathway that provides access to all the lease spaces as well as the common areas of the site. A substantial amount of open space is provided. The project also includes an improved access to Fish Lake Trail, providing pedestrian and bicycle access to that recreational amenity. The developer will also be required to make improvements or participate in mitigation projects to improve the transportation system. These features support several goals and policies of the comprehensive plan.

The integrated pathway, common amenities, and connection to the trail all encourage social interaction and enhance the urban environment, consistent with Policy LU 2.1. See CP, Chapter 3, Policy LU 2.1, p. 3-16. The design helps create a connected network that provides safe, direct, and convenient access for pedestrians and bicyclists, in line with Policy LU 4.4. See CP, Chapter 3, Policy LU 4.4, p. 3-26. This project helps to connect places in the city with a walkway or bicycle path system, in furtherance of Policies NE 13.1 and NE 13.2. See CP, Chapter 9, Policy NE 13.1 & Policy NE 13.2, p. 9-16. The project also furthers the objectives of TR 20, which calls for coordinated efforts to provide safe access for pedestrians and bicyclists. See CP, Chapter 4, Policy TR 20, p. 4-20.

The project is consistent with several other goals and policies of the CP, as discussed in the Staff Report. See Staff Report, pp. 10-12. The Hearing Examiner concludes that this criterion is satisfied.

3) *The proposal meets the concurrency requirements of Chapter 17D.010SMC. See SMC 17G.060.170(C)(3).*

Six requests for agency comment were circulated between October 27, 2020, and April 4, 2022. In response, the City received comments from various agencies regarding the project. See Staff Report, p. 12. The conditions suggested by agencies or departments with jurisdiction were incorporated as project conditions. See *id.* "No agency with jurisdiction identified that concurrency could not be met if conditions and/or SEPA mitigation were followed." See *id.* To the extent any deficiencies exist in public

infrastructure, those conditions are addressed by the project conditions. See e.g. Conditions 3-7, 27, 29, & 32-33 (setting forth requirements for water, sewer, and transportation). The Hearing Examiner concludes that, with the proposed conditions, the project satisfies this criterion for approval.

- 4) *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The Hearing Examiner concludes that the property is suitable for the proposed use, given its physical characteristics. The development area is of sufficient size and shape to accommodate the project, as is demonstrated by the layout shown on the proposed plat. See Exhibit 5. The location of the site does not pose genuine limitations on its use and development. The site is located in an area zoned/designated for low-density residential use. The nearby uses include a shopping center, a mobile home park, and some residences. The primary challenge of the location is the potential traffic issues related to US-195. However, that issue does not relate directly to the physical suitability of the site. That issue is more properly discussed in relation to traffic impacts or project conditions.

There are no streams or other surface waters on the site. See Exhibit 8 (Environmental Checklist ¶ B(3)(a)(1)); see also Exhibit 6b. There is surface water off-site and to the north, in the form of a small lake. See Exhibit 8 (Environmental Checklist ¶ B(3)(a)(1)). It is located approximately 720 feet at the closest point. See *id.* There are no wetlands or wetland buffers on the site. See Exhibit 6b. The property does not lie within a floodplain. See Exhibit 8 (Environmental Checklist ¶ B(3)(a)(5)).

According to the geotechnical report submitted by the Applicant, the soils at the site are generally sufficient to support foundations, pavement, and drainage. See Exhibit 6d.1. The geotechnical engineers concluded that the site is suitable for the proposed construction, provided the project recommendations are followed. See *id.* In addition, the project conditions address both geotechnical concerns as well as drainage. See Conditions 28, 31, & 35b; see also Dedication f-h, k-n. Stormwater drainage on the property will be handled through the typical methods identified in the Spokane Regional Stormwater Manual (SRSM). See Exhibit 8 (Environmental Checklist ¶¶ A(14)(a)(1), A(14)(b)(2) & B(3)(c)).

No groundwater will be withdrawn as the project will be served by city water. See Exhibit 8 (Environmental Checklist ¶ B(3)(b)(1)). In addition, wastewater will be collected and routed to the public sewage treatment facility. See Exhibit 8 (Environmental Checklist ¶¶ B(3)(b)(2), B(3)(c)(2)). There is no reason to expect that groundwater will be impacted by this project. See e.g. Exhibit 8 (Environmental Checklist ¶ B(3)(c)(2)).

A cultural resources survey was completed for this site. See Exhibit 6c. The survey did not reveal any eligible cultural resources. See *id.*, p. 38. The survey concluded that the project should be permitted to proceed as planned. See *id.* The WSDAHP concurred with the results and recommendations of the survey report. See Exhibit 14 (Letter of WSDAHP, dated 07/26/21). The WSDAHP did not recommend any further archaeological supervision of the site. See *id.* The Spokane Tribe of Indians also confirmed that they had no further concerns. See Exhibit 12 (Letter of Spokane Tribe of

Indians, dated 03/10/21). Both the WDAHP and the Tribe recommended that an inadvertent discovery plan (IDP) be implemented for the project. See Exhibits 12 & 14. This recommendation has been incorporated into the project conditions. See Condition 54.

The Hearing Examiner concludes that the property is suitable for the proposed use, given the conditions and characteristics of the site. As a result, this criterion is satisfied.

5) *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

The record in this case supports the conclusion that no significant environmental impacts will arise from this project.

As previously discussed, there are no wetlands or surface waters on this site, and the site is not located within a 100-year floodplain. See Paragraph 4. No threatened or endangered species were identified on the site. See Exhibit 8 (Environmental Checklist ¶ B(4)(c) & B(5)(b)). The project is not anticipated to create any significant noise or light, beyond that associated with normal residential uses. See Exhibit 8 (Environmental Checklist ¶ B(7)(b) & B(11)). No waste materials will be discharged into the ground or surface waters. See Exhibit 8 (Environmental Checklist ¶¶ B(3)(a)(6), B(3)(b)(2) & B(3)(c)(2)). No environmental hazards are anticipated to arise due to this project. See Exhibit 8 (Environmental Checklist ¶ B(7)(a)).

The Applicant will be required to implement onsite controls for stormwater and surface drainage generated from the development. See SMC 17D.060.010 *et seq.* As discussed above, all stormwater will be collected, treated, and discharged in accordance with the SRSM. See Paragraph 4. These requirements have been incorporated into the project conditions. See *id.*

The project will generate new traffic that has an impact on the transportation system. In order to address those impacts, the developer is required to improve Inland Empire Way from the project site to US-195. See Condition 3b. In addition, the developer will be required to complete a mitigation project(s) on US-195, to be agreed upon between the developer and WSDOT/City of Spokane. See Condition 3a. The developer will also be required to update its traffic analysis to determine whether a right-turn lane must be added to the intersection of US-195 and Inland Empire Way. See Condition 3c. If necessary, the developer must install the right-turn lane prior to occupancy of the 100th unit. See *id.*

The City will be collecting impact fees pursuant to SMC 17D.075. See Conditions 3a & 6. The developer's payments toward the mitigation projects for US-195 will be entitled to a credit against the impact fee. See Condition 3a. The impact fee will be collected for each single-family residence and must be paid prior to issuance of the building permit. See Condition 6. Thus, to the extent there are impacts from traffic, those impacts are being mitigated via road improvements and impact fee contributions.

There will be some impacts due to construction activity. However, the construction impacts will not result in significant environmental impacts, and can be adequately mitigated (e.g. dust control, limited work hours, etc.). Further, the construction activity is temporary. Once the construction project ends, the potential impacts from noise, dust, and emissions from vehicles will cease. See e.g. Exhibit 5 (Environmental Checklist ¶ B(7)(b)(2)-(3) (concerning construction noise)). In addition, the environmental impacts of the completed project are minor.

Various departments and agencies reviewed the proposal and concluded that there were no significant environmental impacts. The City examined the environmental checklist, and ultimately issued an MDNS on June 14, 2022. See Exhibit 10. The appeal period for the MDNS expired on June 28, 2022. See *id.*; see also Staff Report, p. 15 The MDNS was not appealed. See *id.*; *Testimony of M. Owen.*

Based upon the foregoing, the Hearing Examiner concludes that the proposal will not have a significant adverse impact on the environment or the surrounding properties and, therefore, this criterion for approval has been met.

6. *The proposal is consistent with the development standards for planned unit developments. See SMC 17G.060.170(D)(4).*

The project satisfies the criteria for approval of a PUD, as set forth in SMC 17G.060.170(D)(4).

a. *Compliance with All Applicable Standards. See SMC 17G.060.170(D)(4)(a).*

The Staff has confirmed that the proposal satisfies the applicable standards for a planned unit development, found at SMC 17C.070.030. See Staff Report, p. 7. The Hearing Examiner agrees with the Staff's analysis³ and conclusions, and hereby incorporates the Staff's reasoning into this decision. See Staff Report, pp. 7-10. The decision also includes conditions that further ensure that the proposed development will remain consistent with the PUD standards. See e.g. Conditions 21, 24, 25, & 47. The Hearing Examiner concludes that this criterion is satisfied.

b. *Architectural and Site Design. See SMC 17G.060.170(D)(4)(b).*

The proposed development has completed the design review process. See Exhibit 19. The DRB determined that the project demonstrated the use of innovative, aesthetic, and energy-efficient architectural and site design. See *id.* In addition, the DRB's recommendations are incorporated into the project conditions. See e.g. Conditions 46-50. Therefore, the Hearing Examiner concludes that this criterion is satisfied.

c. *Transportation System Capacity. See SMC 17G.060.170(D)(4)(c).*

The Staff determined that there is "...either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be

³ The Hearing Examiner also agrees with Staff's approach of favoring the MHP regulations, in cases where there is some conflict or inconsistency with other development standards. *Testimony of M. Owen.* This makes sense given this proposal is for a MHP. The regulations specific to the proposed use should control in cases of inconsistency.

adequate capacity by the time each phase of development is completed.” See Staff Report, p. 15. The Hearing Examiner agrees.

The Applicant submitted a Traffic Impact Analysis (TIA) and Trip Generation and Distribution Letter (TGDL) for this proposal. See Exhibits 6e1-6e5 & 6f. That documentation acknowledged there would be an impact on the transportation system and suggested mitigation measures. WSDOT and the City of Spokane considered this information, and formulated appropriate conditions and mitigation measures to address the anticipated impacts.

Pursuant to the project conditions, the Applicant will be required to fund the design and construction of a mitigation project(s) on US-195 to reduce the impact of its traffic on northbound US-195 to eastbound I-90 ramp. See Condition 3a. The Latah Glen project cannot receive final approval until the financial commitment is in place to complete that mitigation project. See *id.*

The Applicant must improve Inland Empire Way from the proposed site access to US-195, including paving, a separated sidewalk, drainage facilities, etc., in a manner consistent with City standards, the conditions of approval, and engineering plans. See Condition 3b. In addition, prior to occupancy of the 100th unit, the Applicant must update its traffic analysis to determine whether a right-turn lane must be installed at the intersection of Inland Empire Way and US-195 in the southbound direction.

The development will also be designed and constructed to provide vehicular and pedestrian access to Marshall Road, if and when Marshall Road is improved. See Conditions 16 & 21.

The Hearing Examiner finds that all applicable standards including capacity have been met or will be met in compliance with the conditions of approval. Therefore, this criterion is satisfied.

d. Availability of Public Services. See SMC 17G.060.170(D)(4)(d).

The City solicited comments from the relevant departments and agencies multiple times, from October 27, 2020, to April 4, 2022. See Exhibits 11-16. The city also received public comments on the project. See Exhibit 18.

The commenting agencies and departments confirmed that public services and facilities were available. The City verified that public sewer was available to serve the project. See Exhibit 11. The City also stated that the transmission main in Marshall would be available to provide water to the development in the future. See Exhibit 12; see *also* Condition 7. Avista confirmed that electricity and gas were also available to the project. See Exhibit 11. The Fire Department requested certain conditions and design features, but did not suggest that fire services were unavailable or insufficient. See Exhibits 11-12. The Spokane Police Department did not provide any comments. Nor did the School District. On this record, public services are or will be made available to serve the proposed development.

The public comments did raise concerns about the lack of public/community services, including fire protection, police, libraries, schools, and other services. See Exhibit 18 (Note of M. Marshall; E-mail of F. Hayflich 6-7-2022, 5:19 PM). While the Hearing Examiner is sympathetic to these concerns, the service providers did not corroborate the claims, as discussed above. There were no comments from the Spokane Police Department or the School District, and the Fire Department did not suggest that fire protection was lacking,

for example. When there were deficiencies, the commenting agencies and departments suggested mitigation measures or limitations, and those were incorporated as project conditions.

The Hearing Examiner concludes that this criterion is met.

e. Protection of Designated Resources. See SMC 17G.060.170(D)(4)(e).

This criterion calls for the protection, consistent with code requirements, of City-designated resources such as historic landmarks, view sheds, street trees, urban forests, critical areas, or agricultural lands. See SMC 17G.060.170(D)(4)(e). This proposal does not transgress this requirement, in the Hearing Examiner's view, for various reasons.

There are no historic landmarks on this site. There was no testimony or evidence identifying such resources. The cultural resources survey, likewise, did not reveal such resources.

The property does have scenic qualities. However, the Hearing Examiner has not found regulations in the municipal code that defines view sheds or sets forth guidelines for their protection. Staff did not suggest that the city has designated any part of this site as a view shed, or that any particular feature was entitled to protection.

No "street trees" were identified or designated for removal. In any case, the project will result in the planting of street trees along the newly developed roads. See Condition 13.

The development will undoubtedly require removal of some trees to clear the land for residential spaces, roads, landscaping, and other improvements. However, there was no testimony or other evidence that the trees on the site are considered part of the "urban forest" or are otherwise designated for protection. The Hearing Examiner is not aware of a rule or regulation precluding the removal of trees from private property. In any case, as the Staff emphasized, the applicant is proposing to leave stands of mature trees in multiple locations across the site. See Staff Report, p. 16. The retention of these trees and understory conforms the standards found in the SMC regarding potentially hazardous geology. See *id.*

The site is not designated as agricultural lands. The zoning is RSF. In addition, there was no evidence introduced to suggest that the site was historically used for agricultural purposes or, even if it was, that it is currently an agricultural resource that needs to be protected.

The only critical area on the site is geologically hazardous areas. However, the proposed development is supported by a geotechnical analysis, confirming that the site is suitable and the design is appropriate. See Exhibit 6d. In addition, the project conditions require the Applicant to demonstrate that the requirements of SMC 17E.040.100, regulating geologically hazardous areas, are being met. See Condition 17. Staff did not contend that the design of the project deviates from those standards. On the contrary, Staff noted that the developer is retaining many trees in a manner that protects geologically hazardous areas of the site. See Staff Report, p. 16.

The Hearing Examiner concludes that this criterion is fulfilled.

f. Compatibility with Adjacent Uses. See SMC 17G.060.170(D)(4)(f).

The Applicant seeks to develop a residential use on property zoned RSF. The site is surrounded by other land with the same residential zoning designation. "Nearby land is either vacant or used for existing residential development like Medo-Mist RV Park and individual single-family homes." See Staff Report, p. 16. Manufactured homes are just one specific type of residence. As previously discussed, manufactured homes are allowed in the same locations where other single-family residences are allowed. See Paragraph 1.

The proposal is very well-designed, with generous open space, an integrated pedestrian path, and buffers along its perimeters, among other features. See Exhibit 5b. The proposal has been through the design review process as well. The design and concept were approved unanimously by the DRB. See Exhibit 19.

Finally, there was no testimony or other evidence suggesting that the proposed use was incompatible with any other uses nearby.

The Hearing Examiner concludes that the proposed use is compatible with adjacent uses. Therefore, this criterion is satisfied.

g. Mitigation of Off-Site Impacts. See SMC 17G.060.170(D)(4)(g).

The proposal is to develop an MHP, ultimately consisting of 157 single-family residences. This type of use is not likely to be a significant source of off-site impacts like litter, noise, shading, or glare. The MHP will include regular refuse collection. The noise from the park would be typical for any residential development of this size. Excessive noise would be a matter for code enforcement. The light/glare associated with the use would, again, be similar to any residential neighborhood. There is no specific feature of this proposal that would be considered a significant source of light or glare. In addition, the development would not create off-site shade. The residences are limited under the zoning code to 35 feet in height. Adjacent properties are not likely to be impacted by structures in the park, especially given the perimeter buffer included in the design.

The one potentially significant off-site impact relates to traffic. However, the traffic impacts arising from this project are the subject of significant mitigation measures. The Hearing Examiner concludes that the potential traffic impacts have been sufficiently addressed, as is discussed elsewhere in this decision.

The proposal was reviewed by the relevant agencies and departments to ensure consistency with local codes and regulations. There are extensive project conditions that ensure that off-site impacts are minimized. The project was also reviewed under SEPA for potential impacts to the environment and surrounding properties. An MDNS was issued for the project, and that determination was not appealed.

The Hearing Examiner concludes that the proposal will not result in material, off-site impacts. The project design and conditions mitigate against such impacts. Therefore, this criterion is satisfied.

7. The MHP should be approved despite concerns about traffic impacts. The Hearing Examiner concludes that the project conditions adequately address this issue.

The primary objection raised in public comments concerned traffic impacts. Specifically, area residents opposed the project due to the impacts of additional traffic on the US-195

corridor. In particular, area residents argued that the intersection/ramp of US-195 and I-90 could not handle any more traffic. See Exhibit 18 (E-mail of B. McVicars 6-8-2022, 11:13 AM; Note from M. Marshall). They argued that no additional projects should be approved unless and until this intersection and the other infrastructure issues along the corridor are resolved. See *id.* (E-mail of F. Hayfllich 6-7-2022, 5:19 PM; E-mail of S. Sawyer 6-8-2022, 11:06 AM; E-mail of Grandview-Thorpe Neighborhood Council 12-9-2020, 12:08 PM; E-mail of B. McVicars 12-9-2020, 12:09 PM; E-mail of B. McVicars 6-8-2022, 11:13 AM).

The Hearing Examiner agrees that mitigation measures are necessary to address the capacity limitation on US-195. WSDOT has essentially agreed with the neighbors that the intersection of US-195 and I-90 cannot handle any more traffic. For this reason, WSDOT has insisted on a condition, applied to several projects along the corridor, that any additional traffic load northbound on US-195 must be offset through corridor improvement projects. We have reached the stage that for any development proposal to move forward, the developer will be required to fund and construct a mitigation project in order to proceed. See Condition 3a.

The Hearing Examiner is inclined to rely upon the expertise of WSDOT, City traffic engineers, and the project traffic engineer when analyzing the anticipated traffic and the necessary mitigation. There was some debate about which mitigation projects should or could be required, but there was no genuine debate about the amount of anticipated traffic or the propriety of Condition 3a.⁴ In addition, the residents objecting to the development did not submit any expert testimony or analysis on traffic issues. The expert testimony in this record supports the conclusion that the proposed mitigation measures are appropriate and sufficient to address the impacts on the transportation system.

8. *Fencing in a PUD.*

The Applicant's request for a variance from the street design standards triggered a requirement to apply for PUD approval. See Staff Report, p. 7. The fencing regulations imposed by the PUD standards, however, are not consistent with the Applicant's intent for this project. *Testimony of W. Sinclair.*

The PUD development standards include the following requirements for fencing:

*Perimeter fencing for a planned unit development is permitted except the **maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches.** When a fence is along a street frontage, usable **pedestrian access shall be provided spaced a minimum of one every three hundred feet.***

See SMC 17G.070.030(C)(7) (emphasis added). This requirement is incorporated into the project conditions. See Condition 21.

The project engineer pointed out that the MHP was designed as a gated community with a 6-foot privacy fence around its perimeter. *Testimony of W. Sinclair; see also Exhibit 24.* Under the PUD standards, if a perimeter fence is installed, it could only be 3½ feet tall, and would have to include pedestrian access points every 300 feet. See *id.* This would

⁴ Notably, that condition was adopted through the MDNS issued pursuant to SEPA. The condition was not appealed, by either the proponents or the opponents of the project.

defeat the purpose of the design. *See id.* It also does not make sense in the context of an MHP. *See id.* Under the circumstances, the Applicant requested that the Hearing Examiner approve a 6-foot perimeter fence, as proposed, and revise Condition 21 to allow that design. *See id.*

Staff did not object to allowing the requested security fence, provided the Hearing Examiner could find some legal basis to support that result. *Testimony of M. Owen.* Unfortunately, the Hearing Examiner was unable to find authority to grant the Applicant's request. The fencing standard set forth in SMC 17G.070.030(C)(7) is stated in mandatory language, and does not provide the Hearing Examiner with any apparent discretion to make exceptions or modifications. Under the relevant law, the Hearing Examiner has no authority to revise development standard adopted by the City Council. *See Chaussee v. Snohomish County Council*, 38 Wn.App. 630, 638, 689 P.2d 1084 (1984) (stating a hearing examiner has no authority to exempt a landowner from development standards). The Hearing Examiner, in other words, can only interpret and apply the rules as written. He does not have any legislative prerogative.

The Hearing Examiner is very sympathetic⁵ to the proposal. If a security fence is to be installed, and given the nature and design of this development, a short fence with pedestrian access points does not seem appropriate or practical. However, the applicable standards do not allow for a perimeter security fence as proposed. Neither Staff nor the Applicant alerted the Hearing Examiner to any code provisions that would support the requested change to Condition 21. The Hearing Examiner's own research also revealed none. In the absence of such authority, the Hearing Examiner feels compelled to retain Condition 21 in its original form.

9. *The Applicant is not required to form a homeowners' association (HOA) for purposes of maintaining the common areas of the park.*

The PUD standards require that common open space be permanently maintained by either an HOA or property owners' association or a public agency that has agreed to take on that responsibility. *See SMC 17G.070.030.* As a result, this requirement was incorporated into the project conditions proposed by Staff. *See Condition 18.*

The project engineer explained that the MHP will remain under the ownership of the development entity, Sycamore Group, LLC, which will be responsible to maintain all common areas. *Testimony of W. Sinclair.* The homeowners will be leasing space for their manufactured homes and will not have an ownership interest, individually or collectively, in the common areas. In addition, because the common areas will not be public, there is no reason for a public agency to control or maintain the common areas.

The Hearing Examiner agrees with the project engineer. An owner in an HOA, by virtue of his or her membership, "is **obligated to pay** real property taxes, insurance premiums, maintenance costs, or for improvement to **real property other than that which is owned by the member.**" *See RCW 64.38.010(12)* (emphasis added). Here, no such obligation exists or will arise, because the homeowners will own neither the real estate

⁵ If the City Council amended the PUD fencing standards in the future, and those modifications allowed the proposed security fence, the Hearing Examiner would be willing to revisit the matter upon receipt of a change of conditions request.

beneath their residences nor any commonly held property. The formalities of an association are unnecessary and irrelevant when the ownership of common areas will remain with a single person or entity.

HOAs typically have authority do certain things on behalf of the owners. With respect to common areas, the HOA may grant easements through common areas; collect fees for the use of common areas; and regulate their use, improvement, maintenance, repair, or replacement. See RCW 64.28.020. However, in this case, the individual owners will have no property interest in the common areas. There is no basis upon which the individual manufactured home owners could legally or logically control the use, maintenance, improvement, etc. of the common areas. There is no commonly held property in this development.

In reality, the future residents of the MHP will be tenants, and the developer will be their landlord. The rights and interests of the residents, and the corresponding duties of the owner, will be governed by the landlord-tenant relationship. That relationship will be defined by the lease between the parties, as supplemented by the relevant law, in particular the Manufactured/Mobile Home Landlord-Tenant Act. See RCW 59.20.010 *et seq.*

As a landlord of an MHP, the developer will be required to maintain the common premises; keep any shared or common premises reasonable clean, sanitary, and safe; keep common premises free of noxious weeds and free of potentially injurious or unsightly objects; maintain and protect all utilities serving the manufactured homes; and maintain the roads within the MHP, among other things. See RCW 59.20.130(2)-(4), (6) & (9). Given the foregoing, the property owner's duty to maintain the MHP is ensured by state law, separate and apart from the conditions of approval.

The Hearing Examiner concludes that Condition 18 should be modified to remove the requirement to form an HOA. Those terms of SMC 17G.070.030 are not relevant to this application. That said, the developer's obligation to maintain common areas may remain a project condition. This is consistent with continued ownership of the common areas and the owner's future role as the park's landlord.

10. Condition 3a lawfully requires the Applicant to participate in mitigation project(s) in the same manner as other developments along the US-195 corridor.

The project conditions require the Applicant to make a financial commitment to design and construct a mitigation project(s) in order to offset the additional trips to the intersection of US-195 and I90. See Condition 3a. The Applicant did not object to this requirement or seek to change the language of the condition. *Testimony of B. Goodmansen.* However, the Applicant did raise significant concerns about the open-ended nature of the condition. To resolve the uncertainty, the Applicant requested that the Hearing Examiner explicitly identify (and appropriately limit) the Applicant's obligations pursuant to that condition.

At the hearing, the Hearing Examiner engaged in a lengthy colloquy with the Applicant's and his consultants, the WSDOT traffic engineer (Mr. Figg), and the City traffic engineer (Ms. Note) regarding this request. To frame the discussion, the project traffic engineer presented a menu of four mitigation projects to improve the US-195 corridor. See Exhibit 23a. According to the project traffic engineer, these were the projects most likely to be

constructed to offset the traffic impacts of the proposed development. In simplified form, these projects included the following:

- Project 1 – Restrict 16th Avenue eastbound movement to right turn only
- Project 2 – Repave and make other improvements at Thorpe and 23rd
- Project 3 – Improvements to 23rd and Inland Empire Way
- Project 4 – New connection to Inland Empire Way

The project traffic engineer contended that Projects 1-3 could be completed within the proper time frame and within the impact fee budget. See Exhibit 23a; *Testimony of B. Goodmansen*.

The Applicant's attorney argued that the Applicant's obligation to mitigate traffic impacts should be capped in some manner, by dollar amount or by limiting the Applicant's mitigation obligation to the first three projects. *Testimony of A. T. Miller*; see also Exhibit 23. He emphasized that, under the *Dolan* test, any required mitigation must be "roughly proportional" to the anticipated impacts of the development. See *id.* He argued that requiring the Applicant to complete Project 4 would go beyond mitigating for the traffic anticipated from the proposed development. *Testimony of A. T. Miller*. Such a condition, he maintained, would fail the rough proportionality test and, therefore, would be unlawful. See *id.*

Mr. Nascimento added that Project 4 was estimated to cost between \$1.2 to 1.5 million. *Testimony of W. Nascimento*. He argued that requiring him to construct Project 4 would go well beyond addressing the impact of 13 PM peak-hour trips. See *id.* He further objected to the possibility that his project would be delayed some indeterminate number of years awaiting the completion of Project 4 by others. See *id.* Mr. Nascimento believed it would be unlawful to either require him to fund a large project on his own or preclude him from proceeding for many years even if he was ready to pay his fair share for the impacts of his project. See *id.*

Finally, the Applicant argued that the Hearing Examiner could condition the development on the completion of Project 1. *Testimony of J. Storhaug, A. T. Miller & W. Nascimento*. The Applicant's traffic engineer confirmed that completing Project 1 would more than offset the traffic from the proposed MHP. *Testimony of B. Goodmansen*. The Applicant stated that it was prepared to immediately fund the project. *Testimony of W. Nascimento*. To be effective, the Applicant's right to complete Project 1 would have to be exclusive. To address any concern about granting an exclusive right, the Applicant's attorney suggested that the Applicant's commitment to that mitigation project could be subject to a deadline, e.g. one year. *Testimony of A. T. Miller*.

The Hearing Examiner is sympathetic to the Applicant's desire for clarity and certainty. The Hearing Examiner also agrees that the Applicant cannot be required to mitigate (whether in dollars or in kind) beyond the impacts attributable to the proposal. However, the Hearing Examiner is not inclined to modify, supplement, or clarify Condition 3a in the manner requested. The Hearing Examiner reaches this conclusion for a range of reasons.

The intersection of US-195 and I-90 has reached its capacity. As the Applicant acknowledges, WSDOT has adopted a "net zero" policy for trips being routed to that intersection. Condition 3a was formulated as a way to allow development projects to go

forward, despite the lack of additional capacity at that intersection. The condition addresses the capacity problem by requiring developers to complete mitigation project(s) in the US-195 corridor that offset or redirect traffic, so there is no net impact to the intersection of US-195 and I-90.

The condition is intentionally open-ended. *Testimony of B. Goodmansen & G. Figg.* There are several mitigation projects that could be done. *Testimony of I. Note.* In addition, the timing of the development projects along the corridor is unknown. *Testimony of G. Figg.* Sewer and water infrastructure also has a significant effect on the timing of development. *Testimony of I. Note.* Which developers will move forward first or when those developments will proceed is unknown. *Testimony of G. Figg.* Sometimes approved developments sit for years or are abandoned altogether. *Testimony of I. Note.*

The solution to these realities is to allow developers to commit to one or more mitigation projects that would result in no net impact to the intersection of US-195 and I-90. *See id.* This is a first-past-the-post system. For example, a developer could financially commit to Project 1, fulfilling its mitigation obligation (in whole or in part) while also precluding another developer from taking advantage of that mitigation option. *Testimony of G. Figg.* The next developer would have to select a different mitigation project, or propose and negotiate something new. *See id.*

The Hearing Examiner rejects the proposal to set a monetary cap on the Applicant's mitigation obligation. The traffic impact fee is governed by an adopted schedule. *See SMC 17D.075.180, Appendix A – Impact Fee Schedule.* The fees are collected at the time of permit, not at the time of preliminary approval. *See SMC 17D.075.040(D)* (stating that impact fees shall be paid at the issuance of a building permit or, in certain cases, at the completion of construction). A developer does not have a right to freeze the fee at the time of making its application. *See Pavlina v. City of Vancouver, 122 Wn. App. 520, 529, 94 P.3d 366 (2004)* (holding that an impact fee is not a land use ordinance that vests with the application). The amount of the fee changes over time as well. In fact, the City of Spokane is in the process of revising its fee schedule. *Testimony of I. Note.* The proper way for an applicant to determine the applicable fee is to usher its development to the permitting stage.

The Hearing Examiner also declines to limit the Applicant's mitigation obligation to specific mitigation projects. There are in the range of 10 to 15 development projects in the US-195 corridor, at various stages of permitting. *Testimony of I. Note.* All these developments are conditioned in the same⁶ manner, and must find a way to move trips off of the I-90 ramp. *See id.* Any one of these developers could make a financial commitment to complete one or more of the mitigation projects identified by the Applicant. Other projects could be pursued as well. *Testimony of G. Figg.* There is no fixed or exclusive list⁷ of mitigation projects. *Testimony of I. Note.* In a first-past-the-post system, it does not make sense nor is it equitable for the Hearing Examiner to grant an exclusive right for the Applicant to complete a particular mitigation project. If the Applicant wishes to secure that right, the Applicant will have to make the financial

⁶ Each project is subject to Condition 3a. *Testimony of I. Note.* The language of the condition is only modified to state the number of trips attributable to the particular project. *See id.* This is consistent with the Hearing Examiner's experience, based upon his consideration of recent proposals in the corridor.

⁷ The menu of projects presented at the hearing was provided to the City and WSDOT just before the hearing. *Testimony of I. Note.* Projects 2-3, for example, are new to the City. *See id.* These proposals have not been vetted and would not likely be approved by the City. *See id.*

commitment to the available mitigation project it selects, and lock in the option in that way.

The Hearing Examiner disagrees with the claim that Condition 3a will result in mitigation requirements that are unlawful or violate the “rough proportionality” test of *Dolan*. The Hearing Examiner reaches this conclusion for several reasons.

First, the amount of impact fees that the Applicant must pay to the City of Spokane are based upon the trips generated by the project. The fee is therefore proportional, logically and legally, to the impacts of the project. The Applicant will not be required to pay fees exceeding the trips attributable to the project. The Applicant may decide to take on a greater financial obligation, to expedite its project or for other reasons. The impact fee requirement, however, does not mandate payment of fees in excess of the development’s impact on the transportation system.

Second, with respect to the US-195 corridor, the Applicant is only required to complete mitigation projects that ensure no net traffic impacts to the ramp at US-195 and I-90. Moreover, the City has agreed to give the developers credit against the impact fees for amounts expended on US-195 corridor improvements. Under these circumstances, the developer is not being required to pay more than its proportionate share.

Third, Condition 3a does not mandate that the Applicant fund and construct Project 4, let alone on its own. See Condition 3a. The condition was not intended to force a single developer to fund and construct Project 4. Project 4 was a proposal by a group of developers, and was intended to mitigate the impacts of multiple projects. *Testimony of I. Note; Testimony of G. Figg*. It is not a public project, for which WSDOT is seeking contributions. *Testimony of G. Figg*. Likewise, it is not a City-sponsored project, and will not be funded or constructed by the City. *Testimony of I. Note*. To date, the developers have not pooled their resources or made the necessary arrangements to complete that mitigation proposal. See *id.* Thus, if the Applicant wished to mitigate its impacts via Project 4 or contributions to Project 4, the Applicant would be doing so on a voluntary basis.

The Applicant is not satisfied with this answer, however. According to the Applicant, the Applicant must either fund a mitigation project that exceeds its impacts or face potentially significant delay in constructing its development. The Applicant believes that forcing this choice is unlawful. *Testimony of W. Nascimento*. The Hearing Examiner disagrees, in the context of this case. Initially, the dilemma may be a false one, provided there are mitigation projects available to the Applicant at lower cost (e.g. Project 1). As of the date of the hearing, the Applicant’s choices were not limited to any specific project. That aside, the potential dilemma described by the Applicant does not arise from Condition 3a.

The root cause of the problem, rather, is the insufficient capacity of the ramp connecting US-195 with I-90. That lack of capacity requires either that development cease until a solution is found, or that the addition of traffic be offset through one or more mitigation projects before a development may proceed. The project conditions reasonably follow the latter course. If, in the future, the Applicant’s project is stalled because the only mitigation options are not realistic, that is a function of inherent limitations in the transportation system, not evidence of an unlawful condition. The Hearing Examiner

does not see this situation as terribly different than a lack of water. The outcome is due to a lack of capacity, not an abuse of regulatory discretion.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed CUP/PUD, subject to the following conditions:

1. Latah Glen Community will be developed in substantial conformance with applicable Code and development standards.
2. Development should adhere to plans, drawings, illustrations, and/or specifications on file with the Development Services Center and with comments received regarding the project from City Departments and outside agencies with jurisdiction.
3. The proposal should comply with issued SEPA MDNS:
 - a. Per the traffic analysis, vehicular traffic from this project is expected to add 13 AM trips and 5 PM trips to the NB US-195 to EB I-90 ramp. WSDOT has commented that no additional peak hour trips may be added to the ramp due to safety concerns. Latah Glen is required to complete an improvement to the US-195 corridor that will reduce the impact of its traffic on NB US-195 to EB I-90 ramp ("Mitigation Project(s)"). Latah Glen may not receive final plan approval until a financial commitment is in place (secured by a letter of credit or bond), which has been approved by the City, providing for the design and construction for the Mitigation Project(s), which shall be under contract for construction within one year from the final plan approval. The details of the mitigation project(s) will be agreed upon by the developers, City, and WSDOT. The applicant's contributions to funding the design and construction of the mitigation project will qualify for a credit against transportation impact fees per SMC 17D.075.070.
 - b. The applicant shall improve Inland Empire Way from the proposed site access to US-195. This improvement shall consist of paving the roadway, providing a separated sidewalk, drainage facilities, signage, etc. in a manner consistent with City of Spokane standards, application conditions of approval, and the Storhaug Engineering plans for this section of roadway.
 - c. The applicant shall update the traffic analysis prior to the approval of the plans that would allow the occupancy of the 100th residential unit. This updated traffic analysis shall evaluate the need for a right-turn lane at the intersection of US-195 and Inland Empire Way in the southbound direction. If this right-turn lane is deemed necessary, the applicant shall enter into a WSDOT development agreement for the design and construction of this right-turn lane with the approval of the 100th residential unit. As part of the development agreement the applicant can bond for the construction of the turn lane in the next construction season.

Transportation Conditions include:

4. Inland Empire Way RPW on the east side to be dedicated as part of the final PUD/MHP process.
5. Access to the US-195 Frontage Road will require that a WSDOT access permit be applied for and approved by WSDOT. The WSDOT Access Permit approval is

required to be obtained prior to the connection being made to Inland Empire Way and prior to approval of engineering/civil plans for the construction of street improvement/street development.

6. Impact fees will be calculated using the City's rate table for single-family residential, not as proposed in the TGDL.

ICM:

7. ICM agrees with a distribution main in Marshall Road as a solution for water distribution to the Latah Glen project. Latah Glenn may choose to wait until Marshall Road Transmission construction is complete and construct a distribution main connecting to the City's system or construct a distribution main in Marshall Road required for only their development site (ICM Evaluation Memo included in exhibits).

Planning Department:

8. Final PUD/MHP application submittal requirements are found in 17G.070.200.
9. Signs require a separate permit and will need to meet the sign standards for MHPs.
10. In order to ensure consistency with any CUP/PUD preliminary approval for the proposed MHP, it is recommended that required landscape plans along with the detailed site plan required of the final PUD and MHP process be submitted at the time of engineering plan review. Continued adherence to the PUD design standards SMC 17G.079.100 (.100 series) and MHP standards of SMC 17C.345.130 are required and will continue to be reviewed throughout the final PUD/MHP process.
11. Based on the updated proposal, a boundary line adjustment may no longer be required as the MHP does not extend into parcel 25361.0004; however, access still appears to be from a portion of the aforementioned property (parcel 25361.0004). Legal access to parcel 25364.0001 will need to be developed and will be required prior to approval of final PUD/MHP.
12. Submittals for construction activities will need to demonstrate how requirements under SMC 17E.040.100 - Geologically Hazardous Areas, general performance standards are being met for those elements placed in geologically hazardous areas and associated buffers.
13. Street trees are required along all residential streets pursuant to SMC 17C.200.040 and 17C.200.050. This requirement will continue to apply to streets for which engineering approved a variance to eliminate sidewalks (and associated planter strips) on one side of the street.
14. The 20-foot required landscape buffer around the perimeter of the MHP appears to be serving a dual purpose as the required buffer as well as private outdoor space for those units closest to Inland Empire Way in particular. An L1 landscape buffer will be required for those areas where the 20-foot required landscape buffer around the perimeter of the MHP also serves as private outdoor space.
15. The site plan will need to clearly indicate that minimum setback standards are met for final PUD/MHP approval process.
16. The development will be designed and constructed to provide future vehicular and pedestrian connections meeting the City's street standards to Marshall Road consistent with SMC 17H.010.030, Street Development standards. This condition of approval will be verified during engineering/civil plan review and approval for the construction of street improvement/street development for the Latah Glen Community. Both vehicular and pedestrian access are to be provided as a condition of approval at the time of Marshall Road improvement/paving. See *a/so* Comment

no. 21 below regarding pedestrian additional access points to Marshall Road in compliance with the PUD code.

17. Landscape plans are required for developments of more than 7,000 square feet of lot area. Landscape plans shall be prepared and stamped by a licensed landscape architect, registered in the state of Washington as per SMC 17C.200.020. Requirements for landscaping are stated in Chapter 17C.200 SMC, Landscaping and Screening as well as in applications specific codes (MHP SMC 17C.345.120 and the PUD section under SMC 17G.070.130).
18. *The developer or its successors shall be responsible to repair, maintain, and replace the common areas, common facilities, and private infrastructure, as needed. An operations and maintenance manual will be required for stormwater facilities in particular as well as a sinking fund. The City of Spokane Planning Department will work with the developer to address this as part of the final PUD/MHP approval process.*
19. The design standards of SMC 17C.110.500 shall apply to any common buildings within a PUD.
20. Final gate locations will be reviewed for compliance with fire and other required codes prior to installation (separate permit is required). Please continue to show the proposed gates on your site and other plans for continued review.
21. Fencing requires a separate permit. Please also note that the PUD code indicates that the maximum height of fencing along a street frontage of the PUD may not exceed 42 inches. Per the PUD code, chain-link fence is specifically discouraged. When a fence is along a street frontage, usable pedestrian access shall be provided/spaced a minimum of one every 300 feet. See Section 17G.070.030(C)(7) Development Standards. If/when Marshall Road is improved, a logical connection for required access along Marshall Road would be at the proposed turn around at the southwest edge of the development. Because Marshall Road is not improved at this time, planning is not requesting that this access be provided at this time, but that the connection would be planned for and identified during the final PUD/MHP approval phase for future pedestrian access. As a condition of approval, pedestrian access is to be required if/when Marshall Road is improved/paved.
22. Visual screen landscaping is required within the 20-foot landscape buffer around the entire park boundary pursuant to SMC 17C.345.120(F) - Development Standards for Mobile Home Parks.
23. The 20-foot strip around the boundary of the MHP and all open spaces and other unimproved areas must be suitably landscaped. All landscaping must be maintained and furnished with an automatic sprinkler system. In areas that the ground is being disturbed, required landscape area must be irrigated. All required landscape buffers must be irrigated. For common areas that are not being disturbed, irrigation is not required. All other common areas should be landscaped in a manner that adheres to site development standards and SpokaneScape, which include limits on water use.

Engineering Conditions to be addressed prior to approval of the Final PUD/MHP:

24. Necessary ROW dedications will need to be completed prior to the approval of the final PUD.
25. Frontage improvements on Inland Empire Way from the intersection to the entry will be required. The minimum frontage improvements will allow for two-way traffic as well as a pedestrian connection.

26. Construction plans for street, sewer, water, and stormwater systems must be designed by a Professional Engineer, licensed in the State of Washington, and submitted to Development Services for review and acceptance prior to construction. Civil engineered plans and profiles shall use NAVD88 datum.
27. In accordance with the City's Financial Guarantee Policy, a financial guarantee will be required for all street, drainage, and erosion/sediment control improvements not constructed prior to approval of the final development.
28. Plan review fees for sanitary sewer, water, street, and stormwater improvements will be determined at the time of plan submittal and must be paid prior to the start of the review.
29. A \$250.00 deposit will be required for each monument to be installed as part of the final development. Monuments shall be provided in accordance with the City's Design Standards (SMC 17H.010.170).
30. All stormwater and surface drainage generated on site shall be disposed of on site in accordance with SMC 17D.060 – Stormwater Facilities, the SRSM, Special Drainage Districts, City of Spokane Design Standards, and per the Project Engineer's recommendations based on the drainage plan accepted for the final development. Pre-Development flow of any off-site runoff passing through this proposed project shall not be increased (rate or volume) or concentrated due to the development of the project based on a 50-year design storm. An escape route for a 100-year design storm shall be provided.
 - a. Drainage plans shall be prepared and submitted for review and acceptance for the proposed development and land disturbing activities prior to issuance of any permits for site disturbance, including but not limited to grading permits and building permits. With respect to drainage plans required under SMC 17D.060.140(C):
 - i. The volume and rate of surface water runoff after new development shall be no greater than the runoff volume and rate leaving the site prior to development, unless the Director of Engineering Services approves the discharge of additional runoff based on a comprehensive drainage plan and down gradient impact study.
 - ii. Drainage plans shall include identification of all properties to be reserved for on-site stormwater facilities and the location of natural drainage systems.
 - b. The developer will be responsible for all costs associated with constructing stormwater improvements necessary to serve the proposed development.
 - c. The developer; property owner; or other responsible, authorized, and designated entity acceptable to the Director shall be responsible for accepting and maintaining on-site stormwater facilities. The developer shall provide a perpetual maintenance plan, including funding mechanisms and appropriate financial security for such on-site stormwater facilities acceptable to the director.
 - d. Acceptance of the conceptual drainage plan does not imply that the concept proposed is inherently accepted as the final design. Acceptance only implies that the applicant or (agent) has demonstrated that stormwater disposal is manageable. It does not relieve the applicant from changes to the design that

may be necessary in order to comply with the City's Stormwater Ordinance and Design Standards.

- e. If drywells are utilized, they will be tested to insure design infiltration rates are met. A minimum factor of safety of two will be required. In accordance with State Law, existing and proposed Underground Injection Control structures need to be registered with the WSDOE. Proof of registration must be provided prior to plan acceptance.
 - f. No building permit shall be issued for any lot/lease area in the development until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 17D.060 – Stormwater Facilities, the SRSM, Special Drainage Districts, City Design Standards, and the Project Engineer's recommendations, based on the drainage plan accepted for the final development, have been complied with. A surface drainage plan shall be prepared for each lot/lease area and shall be submitted to Engineering Services – Developer Services for review and acceptance prior to issuance of a building permit.
 - g. With respect to any increased stormwater flows accruing as a result of any development, each property owner, on its own behalf and the behalf of its successors in interest, fully accept without reservation, the obligation to obstruct and artificially contain and collect all natural or artificially generated or enhanced drainage flows across or upon said owner's property. The purpose of this requirement is to avoid causing or potentially contributing to flooding, erosion, or stormwater loads on other private or public properties and the public sewer systems.
 - h. Each property owner, on its own behalf and the behalf of its successors in interest, acknowledges and accepts full responsibility to maintain drainage facilities within all drainage easements, and to maintain and protect any on-site stormwater control facilities. Under no circumstances does the City of Spokane, its officers or agents, accept any responsibility to maintain on-site stormwater control facilities, drainage courses or drainage pipes on private lots/lease areas within this development or otherwise within drainage easements or flood plain areas.
31. An erosion/sediment control plan, detailing how dust and runoff will be handled during and after construction, shall be submitted to Developer Services for review and acceptance prior to construction or land disturbing activities.
- a. The developer will be responsible for all costs associated with design and construction of the water system necessary to serve the proposed project.
 - b. All water systems, whether public or private, shall be designed to City of Spokane Design Standards.
 - c. Construction plans shall be submitted to Development Services for review and acceptance. The water system, including individual service connections to each lot/lease area, shall be constructed and accepted for service prior to the City Engineer signing the final approval.
 - d. General Facilities Charges, as per SMC 13.04 shall be applicable to this proposed development.

- e. A hydraulic model shall be completed to prove that the design meets the minimum standards for both domestic and fire flows. See City of Spokane Design Standards Section 8.2 for more information.
 - f. Residual water pressures during the fire flow demand conditions shall be designed to be no less than 20 pounds per square inch (psi) at every point in the system. If static pressures exceed 80 psi, then each service line shall be required to have an individual pressure reducing valve set to reduce pressures to a maximum of 80 psi.
 - g. "Wheeling" water through a private water system shall not be permitted. Water from the City's distribution system entering a private water system must not be allowed to return to the public system. A meter and double check valve assembly must be provided at each connection to the City water system.
32. Only City of Spokane sanitary sewer shall serve the proposed development. The use of on-site septic disposal systems is prohibited.
- a. There is a 27-inch diameter PVC sanitary sewer main located at the northern boundary of parcel 25361.0004 available for connection.
 - b. The developer will be responsible for all costs associated with design and construction of the sanitary sewer system necessary to serve the proposed project.
 - c. All sanitary sewer systems, whether public or private, shall be designed to the City of Spokane standards.
 - d. Construction plans shall be submitted to Development Services for review and acceptance. The sanitary sewer system, including individual service connections to each lot/lease area, shall be constructed and accepted for service prior to the City Engineer signing the final approval.
 - e. General Facilities Charges, as per SMC 13.03 shall be applicable to this proposed development.
33. Per SMC 17H.010, developments comprised of more than 30 lots or units shall include two access points acceptable to the city fire department and Director of Engineering Services.
34. Public/private streets, including paving, curb, sidewalk, signs, storm drainage structures/facilities, and swales/planting strips necessary to serve the proposed development, shall be designed and constructed in accordance with City standards unless otherwise approved by a design variance.
- a. Signing and striping plans, where appropriate, shall be included as part of the design submittal.
 - b. Street design for the development shall include supporting geotechnical information on the adequacy of the soils underneath to support vehicular design loads.
 - c. The maximum profile grade for City streets is 8%. A variance may be granted considering topography, safety, maintainability, function, and emergency vehicle access. In no case shall the profile grade exceed 10% when a variance is granted.

- d. Garages shall be a minimum of 20 feet from the back of sidewalk, or back of the curb if sidewalk is not required, to fully accommodate a parked vehicle without obstructing the sidewalk.
 - e. All parking and maneuvering areas shall be hard surfaced.
 - f. All street identification and traffic control signs required due to this project must be installed by the developer at the time street improvements are being constructed. They shall be installed and inspected to the satisfaction of the City's Construction Management Office in accordance with City standards prior to the occupancy of any structures within the development.
 - g. The developer will be responsible for all costs associated with constructing street improvements necessary to serve the proposed development.
 - h. Roadway widths shall be, at minimum, in accordance with the approved Design Variance, signed July 20, 2020.
 - i. Public ROWs or private tracts shall contain all street elements including paving, curbing, gutters and pedestrian buffer strips or swales in accordance with the City of Spokane Design Standards or as detailed in the approved Design Variance.
 - j. The roadways within the development will be private. The operation, maintenance, repair, and replacement of said private roadways shall be the responsibility of the developer, property owner, or an entity set up to provide this service. Signing, striping, snowplowing, and parking enforcement are the responsibilities of the developer or their designee.
35. New, permanent dead-end or cul-de-sac streets require the approval of the Director of Engineering Services. Dead-end and cul-de-sac streets are only allowed when street connectivity is unachievable, such as property that is isolated by topography or the configuration of existing lots and streets.
- a. Turn-arounds designed to meet the City's standards are required at all street dead-ends to allow emergency and service vehicles to turn around.
 - b. Dead-end or cul-de-sac streets shall be not less than 140 feet nor more than 600 feet long along the centerline as measured from the curb line of the cross street at the street entrance to the point of curvature into the cul-de-sac bulb. Proposed exceptions to this rule will be considered by the Director of Engineering Services based on pertinent traffic planning factors.
 - c. A hard surfaced public pathway shall be provided at the end of every dead-end or cul-de-sac street connecting the sidewalk to an existing or future street or public pathway.
36. Per Section 17H.010.180 Sidewalks:
- a. In steep, hillside areas, where development occurs only on one side of the street, sidewalk may be omitted from one side in accordance with SMC 17H.010.110. However, it must be demonstrated that the segment to be omitted is not a critical link in the sidewalk system.
 - b. All sidewalks shall be designed and constructed in accordance with the City's design standards, standard plans and specifications.

37. Per Section 17H.010.190 Pedestrian Buffer Strips:

- a. The width and type of pedestrian buffer strip for each street shall comply with the requirements of the comprehensive plan and the city's design standards.
- b. Planted strips are required on residential local access streets. A minimum 3-foot-wide concrete pedestrian buffer strip may be allowed in place of the planted strip for certain land uses such as churches and schools that require passenger loading and unloading. These will be evaluated on a case-by-case basis and allowed at the discretion of the director of engineering services.
- c. In situations where a separation between the sidewalk and the street is constrained by topography, narrow ROW, or existing development, a variance from this standard may be granted by the Director of Engineering Services.
- d. In cases where sidewalk has been omitted on one side of the street, the pedestrian buffer strip may also be omitted on that side.

38. Road names, if required, shall be submitted for pre-approval prior to the submittal of civil plans for design of streets, sewer, and water. Road names can be submitted for review to addressing@spokanecity.org.

a. Per Section 17D.050A.060 Roadway Naming Standards:

- i. Duplicate roadway names will not be allowed. Any roadway name shall not duplicate any county roadway names unless the new roadway is in alignment with the existing county roadway.
 - ii. Roadways with the same root name but different suffix (that are not in reasonable alignment with the existing roadway) will be considered as a duplicate roadway name, e.g., Chesterfield Drive or Chesterfield Lane and thus disallowed.
- b. The roadway name "Latah Glen Lane" noted on the response letter dated November 30, 2021, will not be approved. The "Latah" root duplicates existing names (Latah Ridge Lane, Latah Creek Road, Latah Creek Lane, Latah Hills Court, Latah Lane, and Latah Road). Please propose a different roadway names to replace Latah. "Wedgeway Lane" is acceptable.
- c. Addresses, including unit/space/lot numbers, must be shown on the development plan, which will be required prior to requesting sewer and water permits. Address permits can be applied for at the City of Spokane permit center by emailing a request, including the proposed development layout, to addressing@spokanecity.org.

Fire Department:

39. The gate widths in and out of the site will need to be a minimum of 14 feet wide.
40. North access will need to be maintained at all times for fire apparatus access.
41. North access will need to have an approved surface approved for the weight of the responding fire apparatus.
42. North access will need "No Parking – Fire Lane" signs on both sides of the access road.

43. Per the Fire Code, the exterior fire pit is shown for the club house will need to be provided with protection to prevent users from accessing the flames.
44. Fire hydrant placement will need to comply with the International Fire Code, with local amendments.

DRB Recommendations:

45. The Board appreciates the Applicant's objective to imbue regional architectural influences on the manufactured residential home designs. The Applicant's community Design Guidelines shall include architectural elements, materials, textures, and colors consistent with the Regional Northwest theme as presented.
46. The Board strongly encourages the Applicant to utilize black or brown chain-link fencing in all areas where chain-link is proposed, and ornamental fencing in areas highly visible to the public along Inland Empire Way, South Marshall Road, and as visible from Fish Lake Trail (please note that the PUD code strongly discourages use of chain link fencing). Additionally, the PUD code indicates that the maximum height of fencing along a street frontage of the planned unit development may not exceed 42 inches. These PUD code conditions are listed in the Planning Conditions of Approval Above).
47. The Applicant is encouraged to utilize additional innovative solutions to manage stormwater, including Low Impact Development best management practices such as pervious pavements.
48. The Applicant is strongly encouraged to develop a shared use path connecting the westernmost pedestrian gate to the Fish Lake Trail.
49. The Applicant shall implement Type L1 screening along the entirety of the west edge of the access drive. Please note that this condition may not apply given the elimination of parcel 25361.0004 from the application. Staff in the DSC with review the final plan submitted for access in order to ensure that this condition is met if applicable.

WSDOE:

50. The WSDOE Water Quality Program has identified that the project will require a Construction Stormwater General Permit.

Avista:

51. Avista serves the area with both gas and electric distribution. Currently both parcels are subject to easements for the distribution and/or service lines and poles that lie on or across subject parcels. Any costs associated with the relocation of poles, wires or any other appurtenances will be at the cost of the owner/developer. This e-mail (email dated 11/25/2020 included in exhibits) does not guarantee the ability to realign said facilities, and is for informational purposes only.

WSDNR:

52. Per Comments from WSDNR, they would like to see more detailed information regarding on-site detention of stormwater to ensure that WSDNR-owned land adjoining the project site is not negatively impacted by the proposed development. The City's adopted stormwater code will be followed and compliance verified by engineering services during the civil plan review process. Stormwater requirements are included in engineering conditions of approval above.

WSDAHP & Spokane Tribe of Indians:

53. Per follow-up comments letters from the Spokane Tribe and WSDAHP, an IDP is to be implemented into the scope of work prior to ground disturbing activities.

Statements to be included in the Dedicatory Language on the face of the final development plan/detailed site map:

- a. Only City water and sanitary sewer systems shall serve the development; the use of individual on-site sanitary waste disposal systems and private wells is prohibited.
- b. Ten foot utility easements as shown here on the described development are hereby dedicated to the City and its permittees for the construction, reconstruction, maintenance, protection, inspections and operation of their respective facilities together with the right to prohibit structures that may interfere with the construction, reconstruction, reliability and safe operation of the same.
- c. Development of the subject property, including grading and filling, are required to follow an erosion/sediment control plan that has been submitted to and accepted by Development Services prior to the issuance of any building or manufactured home siting permit and/or grading permits.
- d. Prior to the issuance of any building or manufactured home siting permits, the lots/lease areas shall be connected to a functioning public or private sanitary sewer system and connected to a public or private water system, complying with the requirements of the Development Services and having adequate pressure for domestic and fire uses, as determined by the Water and Hydroelectric Services Department and the Fire Department.
- e. All parking areas and driveways shall be hard surfaced. All new or modified driveway locations will need to be reviewed and approved prior to construction.
- f. All Stormwater and surface drainage generated on-site must be disposed of on-site in accordance with chapter 17D.060 SMC, Stormwater Facilities, the Spokane Regional Stormwater Manual, and City Design Standards. A surface drainage plan should be prepared for each lot/lease area and shall be submitted to the City of Spokane Development Service Center for review and acceptance prior to the issuance of a building or manufactured home siting permit on said lot/unit/lease space.
- g. With respect to any increased stormwater flows accruing as a result of any development, each property owner, on its own behalf and the behalf of its successors in interest, fully accept without reservation, the obligation to obstruct and artificially contain and collect all natural or artificially generated or enhanced drainage flows across or upon said owner's property. The purpose of this requirement is to avoid causing or potentially contributing to flooding, erosion, or stormwater loads on other private or public properties and the public sewer systems.
- h. Each property owner, on its own behalf and the behalf of its successors in interest, acknowledges and accepts full responsibility to maintain drainage facilities within all drainage easements, and to maintain and protect any on-site stormwater control facilities. Under no circumstances does the City of Spokane, its officers or agents, accept any responsibility to maintain on-site stormwater control facilities, drainage courses or drainage pipes on private lots/lease areas within this development or otherwise within drainage easements or flood plain areas.

- i. The City of Spokane is not a guarantor of public improvements with respect to protection of property from flooding or damage from stormwater, excessive groundwater levels, soil erosion, movement or related risks. Notwithstanding any other provision, no special duty or obligation of the City to any identifiable person or class pursuant to this Chapter shall ever be deemed to be created, and any duty nonetheless deemed created shall be exclusively to the general public (SMC 17D.060.210).
- j. The water system shall be designed and constructed in accordance with City Standards. A pressure of 45 psi minimum at the property line is required for service connections supplying domestic flows. Pressures shall not drop below 20 psi at any point in the system during a fire situation. Pressures over 80 psi will require that pressure relief valves be installed at the developer's expense.
- k. All drainage easements shown hereon shall be maintained by the property owner of the underlying lot(s)/lease space(s)/common space(s). Any re-grading of the lots/lease space(s)/common space(s) shall not alter the drainage of such facilities. The property owner shall maintain the drainage swales with a permanent live cover of lawn turf, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans. The City of Spokane and its authorized agents are hereby granted the right to ingress and egress to, over, and from all public and private drainage easements and tracts for the purposes of inspection and emergency maintenance of drainage swales and other drainage facilities. The property owner or his/her representative shall inform each succeeding purchaser of all drainage easements on the property and his/her responsibility for maintaining drainage facilities within said easements.
- l. The City of Spokane does not accept the responsibility of maintaining the stormwater drainage facilities on private property nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of stormwater drainage easements on private property.
- m. No building or manufactured home siting permit shall be issued for any lot/unit/lease space in this development until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 17.060 "Stormwater Facilities", the Regional Stormwater Manual, Special Drainage Districts, City Design Standards, and the Project Engineer's recommendations, based on the drainage plan accepted for this final development plan, have been complied with. A surface drainage plan should be prepared for each lot/lease area and be submitted to Developer Services for review and acceptance prior to issuance of a building permit.
- n. The development of any below-grade structures, including basements, may be subject to prior review of a geotechnical evaluation for foundation design to determine suitability and effects from stormwater and/or subsurface runoff. The geotechnical evaluation shall be submitted to Developer Services for review and concurrence prior to the issuance of a building or any manufactured home siting permit. It must address the disposal of stormwater runoff and the stability of soils for the proposed structure. This evaluation must be performed by a geotechnical engineer, licensed in the State of Washington. It must be submitted to the City Building Department and to Developer Services for review and concurrence prior to issuance of any building or manufactured home siting permit for the affected

structure. An overall or phase-by-phase geotechnical analysis may be performed in lieu of individual lot analyses to determine appropriate construction designs.

- o. All public/private improvements (street, sewer, storm sewer, and water) shall be constructed to City standards prior to the occupancy of any structures served by said improvements.
- p. No building or manufactured home siting permit shall be issued for any lot/lease area in the PUD until evidence satisfactory to the City Engineer has been provided showing that sanitary sewer and water improvements, constructed to City standards, have been provided to the lot/lease area in question.
- q. Slope easements for cut and fill, as deemed necessary by Planning & Development in accordance with City Design Standards, are granted along all public right of ways.
- r. A Transportation Impact Fee will be collected prior to the issuance of a building or manufactured home siting permit for the affected lot/unit/space.
- s. General Facilities Charges for new and/or upsized water and sewer services will apply to the lots/units/spaces within this development and will be collected prior to the issuance of a building or manufactured home siting permit for the affected lot/unit/space.
- t. The roadways within the development will be private. The operation, maintenance, repair, and replacement of said private roadways shall be the responsibility of the developer, property owner, or an entity set up to provide this service. Signing, striping, snowplowing, and parking enforcement are the responsibilities of the developer or their designee.
- u. If any archaeological resources, including sites, objects, structures, artifacts, and/or implements, are discovered on the project site, all construction and/or site disturbing activities shall cease until appropriate authorities, agencies, and/or entities have been notified in accordance with Chapters 27.44 and 27.53 RCW.

DATED the 22nd day of July 2022.



Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by SMC 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner on CUPs and PUDs are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 22nd day of July 2022. **THE DATE OF THE LAST DAY TO APPEAL IS THE 5th DAY OF AUGUST 2022, AT 5:00 P.M.**

In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 06/10/2024**Committee Agenda type:** Consent**Date Rec'd**

6/11/2024

Clerk's File #

ORD C36536

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

MELISSA OWEN 6063

Requisition #**Contact E-Mail**

MOWEN@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

4700 - VISTAS AT BEACON HILL PUD OVERLAY ZONE – ORDINANCE ADOPTION

Agenda Wording

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 4502 N HAVANA ST, 4599 E LONGFELLOW ST, AND 4522 E LONGFELLOW AVE, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE.

Summary (Background)

Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Long Plat on November 21, 2005. On December 14, 2005, the Hearing Examiner approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions. The appeal period for this decision ended December 28, 2005. The next procedural step in the type III PUD process is for Council to adopt

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

The applicant is proposing a change to the City's Zoning Map for portions of parcels 35022.0114 and 35022.0115 located at 4502 N Havana St, 4599 E Longfellow Ave, and parcel 35022.0101 addressed as 4522 E Longfellow Avenue (21.201 acres), by amending the

Amount**Budget Account**

Select

\$

#

Select

\$

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Select

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Select

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Select

\$

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Committee Agenda Sheet

Urban Experience Committee

Committee Date	06/10/24
Submitting Department	Development Services Center
Contact Name	Melissa Owen
Contact Email & Phone	mowen@spokanecity.org (X6063)
Council Sponsor(s)	N/A
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Vistas at Beacon Hill PUD Overlay Zone – Ordinance Adoption
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Long Plat on November 21, 2005. On December 14, 2005, the Hearing Examiner approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions. The appeal period for this decision ended December 28, 2005. The next procedural step in the type III PUD process is for Council to adopt the Findings, Conclusions, and Decision of the Hearing Examiner dated December 14, 2005.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <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:</p> <p> Subsequent year(s) cost:</p>	
<p>Narrative: The applicant is proposing a change to the City’s Zoning Map for portions of parcels 35022.0114 and 35022.0115 located at 4502 N Havana St, 4599 E Longfellow Ave, and parcel 35022.0101 addressed as 4522 E Longfellow Avenue (21.201 acres), by amending the official zoning map to show a planned unit development overlay zone. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on November 21, 2005. The City’s Hearing Examiner approved the PUD overlay and long plat proposal on December 14, 2005. The Appeal Period ended December 28th, 2005. Two developer agreements were entered into between 2016 and 2021 extending the life of the final PUD/Plat (Original Developer Agreement adopted by council on 12/12/2016, 1st Amendment to the Developer Agreement adopted by council on November 29, 2021). The next procedural step is to adopt the Hearing Examiner Decision and update the City’s Zoning Map to reflect the overlay. Subsequent building permits will be reviewed and approved by the Development Services Center. The proposal was consistent with the City’s 2001 Comprehensive Plan at time of preliminary PUD and Long Plat application and continues to be consistent with multiple goals and polices from the land use, housing, and neighborhoods chapters of the Comprehensive Plan. The uses allowed under the 2005 decision include multi-family residential development including a total of 276 units (+/-13 dwelling units per acre) representing a 30% density bonus over the residential 4-10 land use designation prescribed at the time of the original land use application. Both the bonus density and residential multi-family uses were permitted under the PUD process adopted at the time of application. This project, Vistas at Beacon Hill, includes common open space, interconnected pedestrian connections, pool, clubhouse, etc. The underlying zoning will remain R1, and Land Use Designation will remain Residential Low. Attachments – Ordinance with proposed PUD Zoning Overlay Map exhibit, 2005 Hearing Examiner Decision, and City Council adopted Developer Agreements.</p>	
<p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p>	

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? N/A

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) – This is a private development proposal for which preliminary approval of the PUD and long plat received approval in 2005. Ordinance Adoption of the PUD Overlay is the next procedural step in the overlay/zone change process.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

The authorizing ordinances in place at time of application and preliminary approval by the Hearing Examiner included 11.19, 11.19.081, 11.19.361 through .3691 (in repealed Title 11 Regulation of Building and Land Use Chapter 11.19 Zoning Code), 17G.060.170 (in repealed Land Use Application Procedures), 17G.080 and 17G.080.050 (Subdivisions). While several of the implementing ordinances noted above have been repealed and replaced with new titles, chapters, and/or sections of code, the proposal remains generally consistent with currently adopted administrative procedures for PUDs and Subdivisions found in 17C.111 Land Use Standards – Residential Zones, 17G.061 Land Use Application Procedures, 17G, 070 Planned Unit Developments, and 17G.080 Subdivisions as well as the currently adopted comprehensive plan.

ORDINANCE NO. C36536

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 4502 N HAVANA ST, 4599 E LONGFELLOW ST, AND 4522 E LONGFELLOW AVE IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY.

WHEREAS, The Hearing Examiner held a public hearing on November 21, 2005, at the request of the owner of certain property zoned R1 (converted from R1 – Single Family Residential Zone – to RSF – Residential Single Family – in 2006 and converted from RSF to R1 – Residential 1 – in January 2024), and generally located at east of Havana Street and North of Havana Street at 4502 N Havana St., 4599 E Longfellow Ave., and 4522 E Longfellow Ave. in the City and County of Spokane, State of Washington, and on December 14, 2005, approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this overlay zone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

THE SOUTH 629.25 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 4 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN;

TOGETHER WITH LOT 1, BLOCK 8, HILLYARD ORCHARD HEIGHTS, ACCORDING TO THE PLAT RECORDING IN VOLUME “E” OF PLATS, PAGE 82;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

21.201 ACRES

with a Planned Unit Development Overlay Zone.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Proposed PUD Area

Parcel

*Proposed PUD
The Vistas at Beacon Hill*

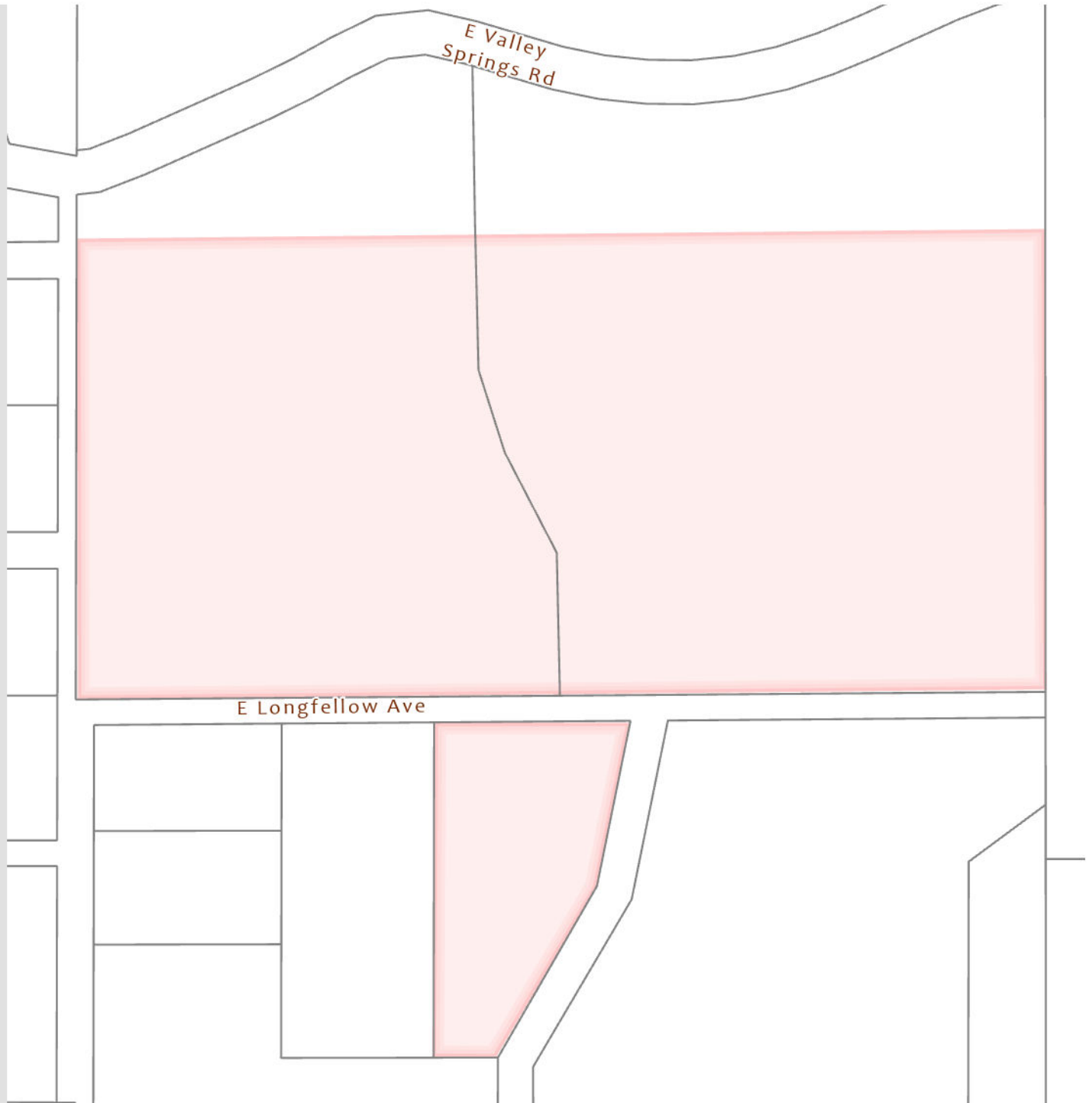


Scale: 1:2,400



5/8/2024

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Site Description: The site has two portions, the largest portion is north of Longfellow Avenue extended, and east of Havana Street. It is roughly rectangular in shape. The southern part is located across Longfellow Avenue extended, to the south, roughly in the middle of the larger portion. The two sites contain approximately 21.21 acres in area. The property is currently used to keep animals. The record notes that the site is used to raise a variety of animals, including a few hundred cows, several hundred pigeons, chicks, pot-bellied pigs, and several exotic animals, including camels. The animals have eliminated much of the low-lying vegetation on the property but Staff notes that there is a stand of Ponderosa pines located on the northeast portion of the subject property. The property slopes upward from the west to the east with significant slopes in the 16 percent to 30 percent range in the central and eastern sections of the property.

Surrounding Conditions: The surrounding properties are all zoned R1 like the subject site, except for a small parcel adjoining on the northwest, which is M1-1L (Limited Light Industrial Zone, Category 1). Much of the property surrounding is vacant or contains single-family homes on large lots. There is a City water reservoir to the north, and an events facility and former golf range to the east.

Project Description: The applicant seeks a preliminary plat in order to subdivide this property into 35 lots. The lots range in size from approximately 5,000 square feet to over 400,000 square feet. The applicant seeks to construct four-plex, eight-plex, and twelve-plex buildings on site for a total of 276 dwelling units. This results in approximately 13 dwelling units per acre. The Residential 4-10 category of the City's Comprehensive Plan limits density in the R1 zone to ten units per acre, except when a density bonus is allowed pursuant to a PUD. The applicant seeks a 30 percent density bonus.

The project will also include open areas, clubhouses, and swimming pools. Private roads and pedestrian walkways are also proposed. In addition, the applicant will make street improvements to Havana Street and Longfellow Avenue. A site plan showing the layout of street, parking areas, recreational amenities, buildings, and other features of the site is in the record as Exhibit #4F.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code Sections 11.19, 11.19.081, 11.19.361 through .3691, 17G.060.170, 17G.080, and 17G.080.050.

Hearing Date: November 21, 2005 The record was left open until December 5, 2005, to allow the submittal of additional information.

Notices: Mailed: October 20, 2005
Posted: October 26, 2005
Published: October 23, 2005 and October 30, 2005

Site Visit: None made

SEPA: A Determination of Nonsignificance was issued by the City on November 2, 2005.

Testimony:

Leroy Eadie
City of Spokane Planning Services
808 West Spokane Falls Boulevard
Spokane, WA 99201

Eldon Brown
City of Spokane Engineering Services
808 West Spokane Falls Boulevard
Spokane, WA 99201

Mike Britton
City of Spokane Traffic Engineering
808 West Spokane Falls Boulevard
Spokane, WA 99201

Margaret Arpin, Attorney at Law
Arpin Law Office
1117 East 35th Avenue
Spokane, WA 99203

Craig Macphee
Whipple Consulting Engineers
13218 East Sprague Avenue
Spokane Valley, WA 99216

Todd Whipple
Whipple Consulting Engineers
13218 East Sprague Avenue
Spokane, WA 99216

Pete Rayner
4848 East Wellesley Avenue
Spokane, WA 99217

Exhibits:

1. Notes from predevelopment conference
2. Planner's pre-development notes
3. Counter-complete checklist
4. Application, including:
 - 4A. General application
 - 4B. Preliminary plat application
 - 4C. Planned unit development application
 - 4D. Application for notification map
 - 4E. Preliminary plat plan
 - 4F. Planned unit development plan
 - 4G. Elevations
5. Engineering Services Department comments
6. Traffic Engineering Department comments
7. Fire Department comments
8. Solid Waste Department comments
9. Notice map and aerial photograph
10. Notices
11. Affidavits of Mailing

12. Affidavits of Posting
13. Affidavit of Publication
14. Planning Services Staff Report
15. Determination of Nonsignificance
16. Environmental Checklist
17. Notes and sign-in sheet from community meeting
18. Letter dated 12-30-04 to Planning Department from Todd E. Whipple transmitting site plans
19. Letter dated 2-22-05 to Todd R. Whipple from Leroy Eadie re: community meeting instructions
20. Letter dated 9-21-05 to Todd R. Whipple from Leroy Eadie re: notice of application instructions
21. 10-17-05 and 10-18-05 e-mails exchanged between Leroy Eadie and Stacey Jenkin re: public notices
22. Letter dated 10-18-05 to Todd R. Whipple from Leroy Eadie re: notice of public hearing instructions
23. Geotechnical Evaluation prepared by Allwest, March 9, 2005, (this document is located in the Planning Department's file)
24. Title company report
25. City Design Review comments
26. Memorandum in Support of Applications submitted by Margaret Arpin at the hearing
27. Statement regarding water tank to serve the site submitted by Eldon Brown at the hearing
28. E-mail dated 12-5-05 to the Hearing Examiner from Mike Fagan, MOR Manufacturing Corp., supporting the project
29. Supplemental Memorandum in Support of Bonus Density and Approval of Multi-family Uses submitted by Margaret Arpin, agent for the applicant, on 12-5-05
30. Memorandum dated 12-5-05 to the Hearing Examiner from Leroy Eadie re: Information to Supplement the Record
31. Memorandum dated 12-2-05 to the Hearing Examiner from Darrin Griechen re: Request for Further Information
32. Memorandum dated 11-23-05 to Darrin Griechen from the Hearing Examiner requesting additional information
33. Letter dated 12-1-05 to the Hearing Examiner from Pete Rayner supporting the project

FINDINGS AND CONCLUSIONS

Reviews of Type II and III permit applications such as PUDs and plats are subject to Spokane Municipal Code Section 17G.060.170. The Hearing Examiner has reviewed the proposed plat and PUD and evidence of record with regard to this Section and makes the following findings and conclusions:

1. The proposal is allowed under the provisions of the Land Use Codes.

Preliminary plats and planned unit developments (PUDs) are allowed in accordance with current land use regulations. Subdivisions are allowed and governed by SMC 17G.080.050. PUDs are still governed by SMC 11.19.361 through .3691 while the City is in the process of developing a new PUD ordinance. Therefore, this particular proposal to subdivide the land and develop it as a PUD is allowed under the provisions of the land use codes.

This proposal is unusual in that it includes the development of multi-family buildings in an R1 zone. There is also a request for a bonus density and that request will be analyzed under the PUD sections of this decision. SMC 11.19.363 addresses uses that are permitted within a planned unit development. That section states:

A. In a PUD, uses are permitted in accordance with those uses and densities permitted in the underlying zone. Additional uses and increases in density may be permitted, as outlined within this chapter.

B. The following uses are permitted in a residential PUD:

- 1. One-family, two-family, and multi-family residence, including townhouse;*

Since this is a residential PUD, the current PUD ordinance allows multi-family residences in the R1 zone. This is subject to the density of the underlying R1 zone, along with any bonus densities that are approved.

2. The proposal is consistent with the Comprehensive Plan designation and goals, objectives, and policies for the property.

The Comprehensive Plan designation for the property is Residential 4-10, which anticipates development at a minimum of four units per acre to a maximum of ten units per acre. The net density proposed for this project by the applicant is 13 units per acre, which is above that range, but allowed if the bonus density request is approved. The bonus density request will be analyzed under the PUD section of this decision.

Staff states in its report that it agrees with the applicant's analysis of the project's compliance with various goals and policies of the Comprehensive Plan. That analysis is set forth in Exhibit #4C. The Hearing Examiner finds this to be reasonably accurate and hereby adopts and incorporates herein the goals and policies mentioned in that exhibit.

3. The proposal meets the concurrency requirements of Chapter 17D.010 of the Spokane Municipal Code.

The proposal was circulated to all applicable City departments and agencies with jurisdiction over land development and all of those departments and agencies were given the opportunity to comment. No City departments or outside agencies commented that concurrency will not be achieved.

4. If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water, and the existence of natural, historic, or cultural features.

The site will not be easy to develop because of steep slopes and drainage concerns. Geotechnical and drainage reports were submitted by the applicant to Engineering Services for review and approval, and those preliminary reports were found to be satisfactory. A final drainage and geotechnical report will be required. Although development of the site may be difficult, it is still feasible according to the engineer's report, and there are no known historical or cultural features on site which would inhibit development.

5. The proposal will not have a significant adverse impact on the environment or the surrounding properties and, necessary conditions can be placed on the proposal to avoid significant effects or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use.

The applicant submitted an Environmental Checklist pursuant to the State Environmental Policy Act (SEPA) and it was circulated to City departments and other agencies. Based on that review, the City issued a Determination of Nonsignificance, finding that there would not be probable significant adverse environmental impacts from the proposal. There was no adverse testimony from surrounding property owners regarding adverse impacts and there was testimony from various people favoring the project because of the adverse impacts associated with the existing use. Several conditions will be placed on the approval to help alleviate any potential impacts.

For a preliminary long plat, the additional criteria below must also be satisfied:

1. The proposed subdivision must make appropriate (in terms of capacity and concurrence) provisions for:

a. Public health, safety, and welfare. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department Findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14 page 5.

b. Open spaces. The applicant does not propose to exceed the site coverage requirements of the underlying R1 zone and so there will be open space available on site.

There is also open space where the slopes are steep and cannot accommodate housing. The applicant also proposes various recreational amenities and an internal pedestrian walkway.

c. Drainage ways. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, page 5.

d. Streets, roads, alleys, and other public ways. The layout of streets and private internal roads is set forth on Exhibit #4F. The applicant will be required to improve Havana Street adjacent to the site, and also Longfellow Avenue. The internal roads are to be private. The applicant shows two private roads accessing the site from Longfellow, one of which runs parallel to an existing right-of-way. While this plan has not been accepted by Engineering Services as of yet, the applicant and representatives from Engineering Services have agreed to work together to determine whether the private road that runs adjacent to the existing right-of-way for Longfellow should actually be private or public. The plan also shows sidewalks and a pathway system connecting various parts of the site.

e. Transit stops. This part of Spokane is not served well by transit. The closest bus stop is located approximately one mile away. More density in this area, however, may convince the transit authority to extend more service to this area.

f. Potable water supplies. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, page 6.

g. Sanitary wastes. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, pages 6 and 7.

h. Parks, recreation, and playgrounds. The applicant has proposed clubhouse buildings on site for recreational purposes and also swimming pools. In addition, the Loren Kondo Neighborhood Park is located one block to the west.

i. Schools and schoolgrounds. The site is located within School District #81. There are no provisions for public schools or schoolgrounds within the development. The school district was given the opportunity to comment on the proposal but did not offer any comments and so it is assumed that the district can accommodate the children from the housing within the development who will be attending public schools.

j. Sidewalks, pathways and other features that assure safe walking conditions. The public and private streets serving this development will have sidewalk and

stormwater drainage in accordance with City standards. The site plan also shows an internal pathway system and internal sidewalks for each building. The pathway system appears designed to link buildings with the clubhouse/pool area.

For a planned unit development (PUD), the following criteria must also be complied with:

1. All of the criteria in SMC 11.19.361 are satisfied.

The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, pages 7, 8, and 9. In addition, the Hearing Examiner makes the following findings:

At the hearing on this matter, the Hearing Examiner informed the parties that there was insufficient evidence in the record to support granting multi-family development in an R1 zone and also to support granting a 30 percent bonus density which is the full bonus density allowed under the code. The Hearing Examiner granted the applicant and staff additional time to respond to this concern. Additional materials were submitted by the Planning Staff, Design Review Staff, and from Margaret Arpin, Attorney at Law, representing the applicant. The Hearing Examiner has reviewed that information and finds it relevant to the inquiry and hereby adopts and incorporates it as findings. Those responses are in the record as Exhibits #29, 30, and 31.

Design Review and the applicant's attorney convinced the Hearing Examiner that the bonus density is appropriate because of the difficulty in developing the site, because of the recreational amenities that are being provided to the residents, and because removing the existing use from the property is an environmentally desirable thing to do.

In addition, the PUD ordinance does allow specifically for multi-family buildings in residential PUDs. See SMC 11.19.363. The applicant testified that the multi-family buildings are necessary to provide a type of housing which is lacking in this part of the City and also to utilize the site in an environmentally sensitive way as well as a cost-effective way. The Hearing Examiner agrees and will allow the multi-family structures as well as the bonus density of 30 percent. There was no evidence presented by anyone that the multi-family buildings should not be approved or that the bonus density being granted is unsupported.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed preliminary plat and planned unit development application subject to the following conditions:

A. General Conditions:

1. Approval is for a preliminary plat and planned unit development to be known as The Vistas at Beacon Hill and to be developed substantially in accordance with the site plans which are in the record as Exhibit #4E and #4F. The number of lots, the layout of streets, the placement of buildings, recreational amenities, and open space shall be substantially as depicted on the site plans, except where these conditions modify those placements. The applicant is authorized to prepare a final plat and PUD plan in accordance with the preliminary plat and these conditions of approval. Any modifications to the preliminary plat/PUD shall be reviewed and approved by the City Hearing Examiner.
2. The stormwater system, private streets and utilities, and any other private common areas shall be maintained by a homeowners association. A set of covenants, conditions, and restrictions (CC&Rs) prepared for the proposed development is subject to review and approval by the City of Spokane, and shall be recorded with the Spokane County Auditor's Office prior to the recording of the final plat. The CC&Rs shall address the duties and responsibilities of the homeowners association with respect to all private roads and utilities. This includes, but is not limited to the levying and collection of assessments, and the operation and maintenance of all systems and facilities and shall also provide for the administration and enforcement of these duties and responsibilities.
3. Sanitary sewer service shall be provided by the City of Spokane. Any sanitary sewers located in private streets within the plat shall be designed and constructed to City standards and will be maintained by a homeowners association established as set forth above. Sewers in public streets will be maintained by the City. The project proponent shall be responsible for all costs associated with providing sanitary sewer service throughout the plat and securing all approvals and easements necessary to serve lots within the proposed plat.
4. Water service shall be provided by the City of Spokane's water system. The water lines in private streets within the proposed plat must be designed and constructed to City standards and maintained by the homeowners association. Any water lines constructed in any public street will be operated and maintained by the City of Spokane. The design of water lines and systems shall be submitted to Engineering Services-Developer Services for review and acceptance prior to the City Engineer signing the final plat. The developer will be responsible for all costs associated with constructing water improvements necessary to serve the proposed plat.
5. A new water tank, to be constructed at a higher elevation, will serve the upper portion of the proposal. As part of the water system improvements to serve the upper portion, the developer will be required to design and construct a "water booster station" for the entire service area to be served by the booster station. Pumps to transmit water to the new water tank, to serve the upper portion, must be installed as part of the construction of the booster station. All of these improvements must be designed and constructed in

accordance with City design standards and regulations. The City of Spokane will design and construct the new tank. In no case will any phase of this plat/PUD be finalized until such time as water pressure and design flows, both domestic and fire, meeting the City's design standards, are available to serve the phase under consideration. When the City has acquired the water tank site necessary to serve the upper portion of the Vistas at Beacon Hill plat and access to the same, the City will permit the applicant to serve said upper portion from the booster station to be constructed at the North Hill Tank.

6. Only City water and sanitary sewers shall serve the plat; the use of individual on-site sanitary waste disposal systems and private wells is prohibited, and it shall be so stated on the face of the final plat.

7. All storm water and surface drainage generated on-site shall be disposed of on-site in accordance with SMC 11.09A "Storm water Facilities" and as per the Project Engineer's recommendations, based on the drainage plan accepted for the final plat/PUD. Pre-development flow of off-site runoff passing through the plat/PUD shall not be increased (rate or volume) or concentrated due to development of the plat/PUD, based on a 50-year design storm. An escape route for a 100-year design storm shall be provided. Prior to construction, a grading and drainage plan showing finished one-foot contours and supporting calculations must be submitted to Engineering Services-Developer Services for review.

8. No building permit shall be issued for any lot in the plat/PUD until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 11.09A "Stormwater Facilities" and the Project Engineer's recommendations, based on the drainage plan accepted for the final plat/PUD, have been complied with. A surface drainage plan shall be prepared for each lot and shall be submitted to the Engineering Services-Developer services for review and acceptance prior to issuance of a building permit.

9. All stormwater facilities necessary to serve the proposed plat/PUD shall be designed and constructed in accordance with City standards. Design plans shall be submitted to Engineering Services-Developer Services for review and acceptance prior to the City Engineer signing the final plat/PUD. Drainage tracts and/or common areas shall be designated unbuildable. All on-site stormwater facilities will be operated and maintained by a homeowners' association established for the plat/PUD. The City of Spokane will operate and maintain any stormwater lines and structures located in public right-of-way, except for any lines connecting from stormwater structures in public streets to drainage tracts or drainage easements. These lines will be maintained by the homeowners' association. Property owner(s) or the homeowners' association will maintain drainage swales/planting strips in public right-of-way, adjacent to the property owner(s) property, with a permanent live cover of lawn turf with optional shrubbery and/or trees, which do not obstruct the flow and percolation of runoff in the drainage swale, as indicated on the accepted plans.

10. An erosion/sediment control plan, detailing how dust and runoff will be handled during and after construction of each phase must be submitted to Engineering Services-Developer Services for review and acceptance prior to construction of said phase. The developer will be responsible for all costs associated with constructing storm water improvements necessary to serve this proposed PUD.

11. All improvements (street, sewer, storm sewer, and water) shall be designed by a Professional Engineer, licensed in the State of Washington and constructed to City standards by the developer prior to the occupancy of any structures served by said improvement. Conceptual construction plans must be submitted to Engineering Services-Developer Services for review and acceptance.

12. The development of any below-grade structures, including basements, is subject to review of a geotechnical evaluation for foundation design to determine suitability and the effects from stormwater and/or subsurface runoff. The geotechnical evaluation is required to be performed for each lot with below grade-level structures and submitted for review and acceptance to the City of Spokane Building Department and the City Engineering Services-Developer Services Department prior to issuance of a building permit. An overall or phase-by-phase geotechnical analysis may be performed in light of individual lot analysis to determine appropriate construction designs.

13. Public and private streets serving this proposed plat/PUD must be constructed and designed to City standards. Sidewalks shall serve each lot. Havana Street, Dearborn Street, and Longfellow Avenue are designated residential streets in the City's Comprehensive Plan. Required right-of-way for residential streets is 60 feet. Where right-of-way fronting the proposed plat/PUD is less than required, additional right-of-way must be dedicated from the proposed plat/PUD. Where fronting the proposed plat/PUD, full improvement of each of these streets shall be required to center line plus a 12-foot lane on the opposite side of center line, including appropriate transitions at each end. In the case of Longfellow Avenue east of the proposed cul-de-sac and Dearborn Street south of Longfellow Avenue, private roadways may be appropriate instead of public rights-of-way, subject to the approval of the City's Engineering Services Department.

14. The applicant shall comply with the requirements of the Design Review set forth in Exhibit #25.

15. Street designs for the proposed plat/PUD must include supporting geotechnical information on the adequacy of soils underneath to support vehicular loadings.

16. Minimum 20-foot radii are required at all residential street intersections.

17. All street identification and traffic control signs required for the proposed plat/PUD must be installed by the developer at the time of street improvements for the phase being constructed. They must be installed in accordance with City standards and inspected to the satisfaction of the City's Construction Management Office prior to the occupancy of

any structures within the plat/PUD. Signing and striping shall be shown on street plans. The developer will be responsible for all costs associated with constructing street improvements necessary to serve this proposed plat/PUD.

18. Slope easements for cuts and fills, as deemed necessary by Engineering Services – Developer Services in accordance with the Design Standards of the City’s Engineering Services Department, are hereby granted to the City of Spokane for the construction and maintenance of public streets adjoining this plat. This statement must be included in the dedicatory language on the face of the final plat/PUD. All easements, existing and proposed as well as their purpose shall be on the final plat. A 10-foot utility easement shall be granted along all streets and roads within the plat.

19. A \$250.00 deposit will be required for each monument to be installed as part of this final plat/PUD. Civil engineered plans and profiles shall use NAVD88 datum (City of Spokane datum minus 13.13 feet.)

20. In accordance with the City’s Financial Guarantee Policy, a financial guarantee will be required for all street, drainage, and erosion/sediment control improvements not constructed prior to approval of the final PUD.

21. Sidewalks shall be provided in accordance with City standards. Garages will not be constructed less than 20 feet from the back of sidewalks.

22. The Fire Department requires 20 feet of unobstructed access width for its vehicles with an exterior clear radius of 50 feet and an interior turning radius of 28 feet. Fire Department access must also be provided to within 150 feet of any point around the perimeter of a building. Dead-end roads of more than 150 feet require a turn-around. A gated access shall be added to the project on Havana Street near Princeton Avenue to meet the second fire access requirement.

23. To accommodate fire apparatus access, streets less than 28 feet wide will have no parking allowed on either side of the street. For streets from 28 feet to less than 36 feet wide, no parking will be allowed on one side of the street. On streets that are 36 feet or wider, parking is allowed on both sides. The maximum slope of roads for fire department apparatus is 10 percent. Hydrant spacing shall not be more than 500 feet, unobstructed along the path of travel.

24. The required front, side, flanking side, and rear yards shall be shown on the face of the final plat and Final Plat dedication and shall conform to the R1 zoning standards.

25. The area (in square feet) and street address of each lot shall be shown on the face of the final plat.

26. The final plat will contain sufficient information to review closure of the plat.

27. All parking areas and driveways shall be hard surfaced and it shall be so stated on the face of the plat.

28. Any proposed entry signs shall be reviewed and approved by the City's Design Review Committee. Entry gates are prohibited.

29. This approval does not waive the applicant's obligation to comply with all other requirements of the Spokane Municipal Code as well as requirements of City Departments and outside agencies with jurisdiction over land development.

B. Prior to Approval of the Final Plat:

30. The applicant shall submit the following plans to the Engineering Department for its review and approval:

- a. construction plans for all streets and sidewalks serving the plat;
- b. a detailed plan for water service to be constructed to serve the plat;
- c. a detailed plan for sanitary sewers constructed to serve this plat;
- d. a storm drainage, erosion control, and grading plan, along with any required geo-technical report.

31. A fire protection plan demonstrating that there exists the necessary fire flow and showing the location of all fire hydrants shall be submitted to the Fire Department for its review and approval.

C. Prior to the Sale of Any Lots:

32. The lots to be sold shall be connected to a functioning public water system complying with the requirements of the Engineering Department and having adequate pressure for domestic and fire uses as determined by the Water/Hydro Services Department. This condition shall be stated on the face of the final plat.

33. The lots to be sold shall be connected to a functioning public sanitary sewer system complying with the requirements of the Engineering Department. This condition shall be stated on the face of the final plat.

34. The lots to be sold shall be adequately served by a fire hydrant and appropriate access streets as determined by the requirements of the City of Spokane Fire Department and City Transportation Department. This condition shall be stated on the face of the final plat.

D. Prior to the Issuance of Certificates of Occupancy:

35. All improvements, including street improvements, required by this decision, shall be installed to serve the residential unit for which the certificate of occupancy is sought in accordance with the plans approved by the City of Spokane. This condition shall be stated on the face of the final plat.

36. Spokane Municipal Code 17G.060.240 regulates the expiration of this approval, and Table 17G.060.3 sets forth the time frame for the expiration of all approvals.

DATED this 14th day of December 2005.


Greg Smith
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner regarding preliminary plats and planned unit developments are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 14th day of December 2005. **THE DATE OF THE LAST DAY TO APPEAL IS THE 28TH DAY OF DECEMBER 2005 AT 4:30 P.M.**


In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

2-16-17

original Agreement

Original Agenda Sheet with Resolutions

		Agenda Sheet for City Council Meeting of:		Date Rec'd	11/28/2016
12/12/2016				Clerk's File #	RES 2016-0101
				Renews #	
Submitting Dept	PLANNING	Cross Ref #	OPR 2016-0987		
Contact Name/Phone	L KEY/M FAGAN 6187/6257	Project #			
Contact E-Mail	LKEY@SPOKANECITY.ORG	Bid #			
Agenda Item Type	Resolutions	Requisition #			
Agenda Item Name	0650 - BEACON HILL DEVELOPMENT AGREEMENT				
Agenda Wording					
A Resolution Approving A Development Agreement Between the City and Beacon Hill Spokane, Inc.					
Summary (Background)					
On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and north of Longfellow Avenue, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary					
Fiscal Impact			Budget Account		
Neutral	\$		#		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approvals			Council Notifications		
Dept Head	KEY, LISA		Study Session		
Division Director	MALLAHAN, JONATHAN		Other	PED 11/21/16	
Finance	KECK, KATHLEEN		Distribution List		
Legal	RICHMAN, JAMES		Engineering Admin		
For the Mayor	SANDERS, THERESA		jrichman@spokanecity.org		
Additional Approvals			mfagan@spokanecity.org		
Purchasing			pete@beaconhillevents.com		
			sbjordahl@pblaz.biz		
			hwaley@spokanecity.org		
			sms@witherspoonkelley.com		

ADOPTED BY
SPOKANE CITY COUNCIL:

12/12/2016
Leri L. [Signature]
CITY CLERK

When recorded return to:
City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City") and BEACON HILL SPOKANE, Inc., a Washington Corporation (the "Owner"), referred to collectively as "Parties."

RECITALS

A. WHEREAS, Owner owns that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street and north of Longfellow Avenue, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

B. WHEREAS, the Property was formerly known as the Camel Farm or the Hillyard Zoo, and was used to raise exotic animals and miniature rodeo stock, with as many as 500 head of livestock living on the Property as well as breeding camels, zebras, 4 species of ostrich and a variety of other miniature farm animals, all of which needed to be removed before the Property could be developed;

C. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

D. WHEREAS, the Property consists of a west facing hillside composed primarily of granite and partially decomposed granite, requiring substantial earthwork to prepare the site for residential development;

E. WHEREAS, the initial earth moving required to terrace the rock hillside was undertaken in 2008 to facilitate 130 townhome lots; however, construction would start

and was forced to stop for blasting to occur. Five levels of sewer were installed, as well as water mains and water vaults;

F. WHEREAS, the Property is difficult to develop because of the granite present, topography, location, and other factors including availability of necessary infrastructure;

G. WHEREAS, completion of the Project has been delayed because site conditions, market factors and low housing demand; however, the Project is within a target area for growth and the Owner desires to pursue and complete the Project as the market demand has recovered since the Project was approved;

H. WHEREAS, the Project, given its size, scope and location, requires additional time to comply with the conditions of the approval and install necessary infrastructure;

I. WHEREAS, the City and the Owner desire to enter into this Development Agreement to extend the time frame for the filing of a final plat of Vistas at Beacon Hill as set forth herein;

J. WHEREAS, this Agreement will provide increased predictability to both the Owner and the City for the future development of the Property;

K. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

L. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and this Agreement is prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement: This Agreement is a Development Agreement to be implemented in accordance with SMC 17A.060 *et seq* and RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner, their successors and assigns, and the City upon the City's approval by ordinance or resolution following a public hearing.
2. Effective Date and Duration of Agreement: This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties, provided that any time periods specified in this Agreement shall be tolled pending final resolution of any appeal of any city or state or federal land use decisions necessary to commence or complete development on the Property consistent with this Agreement ("Effective Date"). Unless terminated earlier as provided herein, this

Agreement shall remain in effect until amended in writing by the Parties or until December 14, 2021 (hereinafter, "Term").

3. Expiration Date of Project: Unless this Agreement is terminated earlier as provided herein, the expiration date (or the time by which the Owner must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2021. Provided, pursuant to RCW 36.70B.170, the City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
4. Project Modification. Any proposed modifications to the Project shall be reviewed under the applicable sections of the Spokane Municipal City Code, and certain changes may constitute a substantial change to the Preliminary Approval and may be required to be processed as a new application and vested rights may be impacted.
5. Miscellaneous

6.1 Effect of Delay. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties or any other cause beyond the reasonable control of the delaying party. Further, if any City approvals required hereunder shall be unreasonably delayed beyond the normal time period through no fault of Owners or their assigns, the term of this Agreement shall be extended by a period equal to the time of the delay.

6.2 Covenants Run with the Land. During the term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

6.3 Recordation of Agreement. Owner shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.

6.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington. If any portion of the Spokane Municipal Code is deemed to be inconsistent with any provisions of this Agreement, the provisions of this Agreement shall prevail.

6.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

6.6 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

6.7 Conflicts. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the authorization, permitting, or approval of the Project, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Owner shall comply with all state conflict of interest laws, statutes and regulations as they shall apply to all Parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City.

6.8 Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

6.9 Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2021, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

6.10 Non-Enforcement not Waiver. Failure by any one of the Parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

6.11 Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.



CITY OF SPOKANE, WASHINGTON

David A. Coudou

By _____
Title MAYOR

Attest:

Laura Sorenson
Clerk (Acting)

Approved as to form:

Pat Dahl
Assistant City Attorney

Spokane
BEACON HILL, INC.

[Signature]

Peter D. Rayner pro

STATE OF WASHINGTON)
) ss.
County of Spokane)

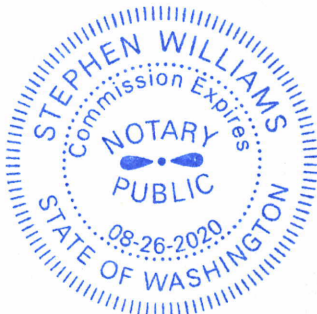
Laurie Farnsworth

I certify that I know or have satisfactory evidence that DAVID COUDOU and TERRIL PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the MAYOR and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: 12-29-16

Stephen Williams
Notary Public in and for Washington State,
residing at Spokane WA

My appointment expires 8-26-2020



STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane

My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this 6th day of February, 2017, Peter Rayner signed this instrument,
(Print name)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]

Notary Public in and for the State of
Washington, residing at Spokane

My commission expires: 1/9/20


Agenda Sheet for City Council Meeting of:

11/15/2021

29

Date Rec'd		10/28/2021
Clerk's File #		RES 2021-0097
Renews #		
Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES	Cross Ref # OPR 2016-0987
Contact Name/Phone	ELDON BROWN 6305	Project #
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #
Agenda Item Type	Resolutions	Requisition #
Agenda Item Name	4700 - 0650 BEACON HILL DEVELOPMENT AGREEMENT	

Agenda Wording

Resolution approving a development agreement between the City and Beacon Hill Spokane INC

Summary (Background)

On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and North of Longfellow Ave, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary...

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals
Dept Head

BECKER, KRIS

Division Director

MACDONALD, STEVEN

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Additional Approvals
Purchasing
Council Notifications
Study Session\Other

PIES 10/25/21

Council Sponsor

CM Michael Cathcart

Distribution List

kbecker@spokanecity.org

mcathcart@spokanecity.org

ebrown@spokanecity.org

dscadmin@spokanecity.org

jrichman@spokanecity.org

APPROVED BY
SPOKANE CITY COUNCIL:

November 29, 2021

[Signature]

CITY CLERK

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Developer Services
Subject:	Extension of a developer agreement regarding the preliminary plat and planned unit development referred to as The Vistas At Beacon Hill.
Date:	10/25/21
Contact (email & phone):	jsaywers@spokanecity.org
City Council Sponsor:	Cathcart
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	December 14, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approved extension will grant an additional five-year extension of the Development Agreement to extend the time to file a final plat.
<p>A. Background/History: The Vistas at Beacon Hill Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016.</p> <p>On December 12, 2016 pursuant to resolution 2016-0101, the City Council approved a Developer Agreement extending the expiration of the preliminary approval until December 14, 2021</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>The Owners of the Vistas at Beacon Hill have requested an amendment to the existing Development Agreement granting an additional five-year extension of the Development Agreement in order to extend the time to file a final plat.</i> • <i>The amendment of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026.</i> • <i>The Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval of the Project is extended until December 14, 2026.</i> 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

RESOLUTION NO. 2021-0097

A RESOLUTION APPROVING AN EXTENSION OF A DEVELOPMENT AGREEMENT REGARDING THE PRELIMINARY PLAT AND PLANNED UNIT DEVELOPMENT REFERRED TO AS THE VISTAS AT BEACON HILL

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

I. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Extension of the Development Agreement.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached 1st Amendment of Development Agreement are hereby adopted as the Council's findings in support of this Resolution.

2. The 1st Amendment of Development Agreement, which provides for an additional 3-year extension of the preliminary approval, is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____,
20____.

City Clerk

Approved as to form:

DocuSigned by:
James Kichman

59DF807689684D7
Assistant City Attorney

Exhibit 1

Development Agreement

When recorded return to:

City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

1ST AMENDMENT OF DEVELOPMENT AGREEMENT

This 1st Amendment of Development Agreement ("Agreement") is entered into this 26th day of November, 2021 (the "Effective Date") by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City"), Nationwide Capital Investments, LLC, a Washington limited liability company (as "Nationwide") and Howard Capital Group, LLC, a Washington limited liability company (as "Howard"). Nationwide and Howard are collectively referred to herein as the "Owners." The Owners and the City are collectively referred to herein as the "Parties."

RECITALS

- A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and
- B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and
- C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");
- D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;
- E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, in support of their request for an additional extension, Owners have represented that all new streets within and serving the Project will be public streets built to the City's current public street standards, and that they will dedicate land or cause the same to be dedicated for a park and ride facility in close proximity to the project that will accommodate approximately 50 cars;

H. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

I. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement. The Development Agreement approved by the City Council pursuant to Resolution 2016-0101 is incorporated by reference into this document as though written in full and shall, together with the Preliminary Approval, remain in full force and effect except as provided herein.
2. Extension of Time. Unless terminated earlier as provided herein, the duration of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2024 (hereinafter, "Term"). Unless the Development Agreement is terminated earlier as provided therein, the expiration date (or the time by which the Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2024. Provided, pursuant to RCW 36.70B.170, the city reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
3. Public Streets. The Preliminary Approval is hereby modified to require all new streets and roads within and serving the Project to be public streets built to the City's current public road standards. The Project shall no longer include any private streets.
4. Park and Ride. The Preliminary Approval is further modified as follows: Prior to, and as a condition of the approval and recording of a final plat, the Owners/applicants, or the Owners'/applicant's successors or assigns, shall dedicate land no further than one half mile from the final plat to the Spokane Transit Authority for a park and ride

facility that will accommodate approximately fifty (50) cars, or shall have entered into a binding agreement with a third party providing for the same, acceptable to the City, which approval shall not be unreasonably withheld.

- 5. Recordation of Agreement. The Owners shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.
- 5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.
- 6. Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2024, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.
- 7. Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.



CITY OF SPOKANE, WASHINGTON

By: [Signature]
 Title: Johnnie Perkins, City Administrator

Attest:

Approved as to form:

[Signature]
 Clerk

[Signature]
 Assistant City Attorney

NATIONWIDE CAPITAL INVESTMENTS, LLC

By: [Signature]

Certificate Of Completion

Envelope Id: E6A00F831F0047CF8A7BDE6AEAB0D301

Status: Sent

Subject: Please DocuSign: RES 2021-0097 / Beacon Hill - Development Agreement / Resolution

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jillann Hansen

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Envelope Stamping: Enabled

Spokane, WA 99201

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

jehansen@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Jillann Hansen

Location: DocuSign

12/3/2021 3:45:46 PM

jehansen@spokanecity.org

Signer Events

James Richman

jrichman@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



59DFB076D0684D7...

Signature Adoption: Pre-selected Style

Using IP Address: 198.1.39.252

Timestamp

Sent: 12/3/2021 3:50:44 PM

Resent: 12/6/2021 8:07:35 AM

Viewed: 12/6/2021 8:48:46 AM

Signed: 12/6/2021 8:48:56 AM

Electronic Record and Signature Disclosure:

Accepted: 12/6/2021 8:48:46 AM

ID: a8c79a5e-2dc3-4a8c-809f-308941821bac

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)

Sent: 12/6/2021 8:48:58 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/3/2021 3:50:44 PM

Payment Events**Status****Timestamps**

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

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

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

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

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



Agenda Sheet for City Council:

Committee: PIES **Date:** 05/20/2024

Committee Agenda type: Discussion

Date Rec'd

5/20/2024

Clerk's File #

RES 2024-0060

Cross Ref #

Project #

2024015

Council Meeting Date: 06/24/2024

Submitting Dept

INTEGRATED CAPITAL

Bid #

Contact Name/Phone

KEVIN PICANCO 625-6088

Requisition #

Contact E-Mail

KPICANCO@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4250 – RESOLUTION 2025-2030 SIX YEAR COMPREHENSIVE STREET PROGRAM

Agenda Wording

Hearing for the 2025-2030 Six-Year Comprehensive Street Program on June 24, 2024. (Various Neighborhood Councils)

Summary (Background)

RCW 35.77 provides that pursuant to a public hearing process, each City shall update its Six-Year Transportation Improvement Program annually prior to July 1st and file a copy of the adopted program with the Secretary of Transportation no later than July 31st of that same year. The Plan Commission held a workshop April 10th, 2024. A public hearing was held on May 22, 2024 which provided a recommendation of approval.

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

<u>Dept Head</u>	DAVIS, MARCIA
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

Distribution List

	jrhall@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
kpicanco@spokanecity.org	icmaccounting@spokanecity.org
mdavis@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	5/20/2024
Submitting Department	Integrated Capital Management / Public Works Dept.
Contact Name	Kevin Picanco
Contact Email & Phone	kpicanco@spokanecity.org ; 625-6088
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15mins
Agenda Item Name	6-Year Comprehensive Street Program – 2025-2030 – Draft Program
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><i>In support of the State Growth Management Act and the City of Spokane’s Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan’s consistency with the Comprehensive Plan, it is reviewed by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan’s consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly.</i></p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • <i>This annual update facilitates: <ul style="list-style-type: none"> ○ <i>Compliance with the Growth Management Act and RCW 35.77.010,</i> ○ <i>City of Spokane can qualify for grant and low interest loan funds,</i> ○ <i>Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program.</i> </i> • <i>Draft Project Reconciliation (Table attached)</i> <p><i>Nine new projects are being added to the program. An overview of new projects being added to the program and highlights of notable revisions will be presented at committee.</i></p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
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 <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? 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 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.

- 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

RESOLUTION 2024-0060

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2025 through 2030; and

WHEREAS, the Spokane City Plan Commission, on May 22, 2024, following a public hearing, found the 2025-2030 Six-Year Comprehensive Street Program to be in full conformance with the City’s Comprehensive Plan; and

WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the 2025-2030 Six-Year Comprehensive Street Program;

WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the 2025-2030 Six Year Comprehensive Street Program at 6:00 pm., at City Hall in Spokane, Washington on the 24th day of June, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended 2025-2030 Six Year Comprehensive Street Program is hereby adopted; and,

BE IT FURTHER RESOLVED, that a copy of the revised and extended 2025-2030 Six Year Comprehensive Street Program, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.

BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the 2025-2030 Six Year Comprehensive Street Program;

Adopted this 24th day of June, 2024

Attest:

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney

STREET PROGRAM RECONCILIATION SHEET

(Comparing 2025-30 against 2024-29 6yr. Program)

New Projects Added to Six-Year Program (2025-2030)

Section/ Funds/ CN Year	Project Name	Project Description	Purpose Statement	Project Phase Fully Funded			Cost Estimate
				Planning	Design	Constr.	
<i>Pedestrian & Bikeways</i> 2025 - 2027	Safe Streets for Spokane	Bike and Pedestrian improvements in the downtown core, North Bank, West Central, Logan and East Central neighborhoods. Work includes, bike lanes, bike/ped crossing improvements, sidewalk infill, stairwell replacement and related safety improvements.	Improve bike and pedestrian safety. Address gaps in the active transportation network. Improve access to transit.	Yes	Yes	Yes	\$12.0M
<i>Bridge</i> 2026	Bridge Deck Preservation Bundle - Greene, Freya (x2), Havana	Bridge deck surface rehabilitation and preservation.	Bridge deck maintenance and preservation to protect the bridge structure, extend bridge life and delay need for more costly rehabilitation.	n/a	Yes	Yes	\$4.7M
<i>Capital Improvements</i> 2025	Wellesley Ave. Chip Seal - Maple to Division.	Pavement preservation via chip seal coat.	Preserve and extend the life of the pavement surface.	n/a	Yes	Yes	\$600 k
<i>Capital Improvements</i> 2025 / 26	Washington / Stevens - 9th to 3rd Grind & Overlay	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$2.0M
<i>Capital Improvements</i> 2025 / 26	3rd Ave. - Monroe to Division Grind & Overlay	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$1.7M
<i>Capital Improvements</i> 2025 / 26	3rd Ave. - Walnut to Stevens; Stevens St. - 8th Ave. to 3rd Ave. Grind & Overlay	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$3.7M
<i>Capital Improvements</i> 2026	Sprague Ave. - Freya to Haven; Alki/Broadway - Freya to Havana Grind & Overlay	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$3.8M
<i>Capital Improvements</i> 2026	Grandview / 16th / 17th	Street realignment and reconstruction. Integrated project with planned water and wastewater improvements.	Realign the Grandview / 16th / 17th Ave. corridor for improved alignment and to meet City standards.	n/a	Yes	Yes	\$900 k
<i>Capital Improvements</i> 2026	Rockwood Blvd. - Grand to Cowley Grind & Overlay	Pavement rehabilitation. Asphalt grind and overlay, pavement repair and ADA ramps. Integrated project with planned water line improvements.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	\$1.53M
Honorable Mention							
Section	Project Name	Comment	Status				
<i>Pedestrian & Bikeways</i> 2025/26	North Hillyard Sidewalk Infill	Sidewalk infill. Central Ave. to Francis Ave. and Lacey St. to Haven St. Funded through the TIB-Sidewalk program.	Fully funded; design to begin 2024/25. Construction in 2025 or 2026.	n/a	Yes	Yes	\$900k
Projects Completed or Removed from Six-Year Program							
Section	Project Name	Comment	Status				
<i>Bridge</i>	Maple St. Bridge Deck Rehab		Completed in 2023				
<i>Capital Improvements</i>	TJ Meenach Dr.		Completed in 2023				
<i>Capital Improvements</i>	Maple / Ash Chip Seal - NW Blvd. to Rowan		Complete in 2024				
<i>Capital Improvements</i>	Haven St. Grind & Overlay		Complete in 2024				
<i>Pedestrian & Bikeways</i>	Driscoll/Alberta/Cochrane Sidewalk		Complete in 2024				
<i>Pedestrian & Bikeways</i>	South Gorge Trail Connection		Complete in 2024				
<i>Pedestrian & Bikeways</i>	Division St. Ped Hybrid Beacon		Complete in 2024				
<i>Pedestrian & Bikeways</i>	Haven St. Sidewalk - Heroy to Rockwell		Complete in 2024				