

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 September 23, 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 September 23, 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: 248 201 17086; 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, September 20, 2024, and ending at 6:00 p.m. on Monday, September 23, 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 September 23, 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 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, SEPTEMBER 23, 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 MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

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's 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

Staff requests motion to defer the following Appointments to October 7, 2024 (CPR 2024-0029)

Transportation Commission: Four Appointments (Deferred from August 26, 2024, Agenda) Confirm CPR 2024-0029

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

- | | | |
|--|---------|---------------|
| 1. Value Blanket Renewal with Galls, LLC (Lexington, KY) for firefighter uniforms and uniform accessories for the Spokane Fire Department through March 25, 2028—\$500,000 (\$125,000 annually). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Ryan Reding | Approve | OPR 2019-0781 |
| 2. Value Blanket with Galls, LLC (Lexington, KY) for the as-needed purchase of jumpsuits for the Spokane Police Department from October 1, 2024, through April 2, 2025—\$150,000 (incl. tax and alterations). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Dave Singley | Approve | OPR 2024-0791 |
| 3. Acceptance of federal grant through the Washington Traffic Safety Commission for the Spokane Police Department from October 1, 2024, through | Approve | OPR 2024-0792 |

September 30, 2025—\$215,000 Revenue. (Relates to Special Budget Ordinance C36574) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Dave Singley

- | | | | |
|----|---|----------------|---------------|
| 4. | <p>Grant Agreement between City of Spokane and Spokane County to accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for the continued participation in the Registered Sex Offender Address and Residency Verification Program—\$60,000 Revenue. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)</p> <p>Dave Singley</p> | Approve | OPR 2024-0793 |
| 5. | <p>Contract with Axon Enterprise, Inc. (Scottsdale, AZ) for purchase and installation of an Axon Interview Room System in partnership with Partners with Families and Children for juvenile forensic interviews—\$81,303.55 Byrne JAG Grant funds. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)</p> <p>Shawna Ernst</p> | Approve | OPR 2024-0794 |
| 6. | <p>Contract with Axon Enterprise, Inc. (Scottsdale, AZ) for the purchase of a public-facing communication system called My90 for a two-year pilot project for the Spokane Police Department—\$97,194.86 Byrne JAG Grant funds. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)</p> <p>Shawna Ernst</p> | Approve | OPR 2024-0795 |
| 7. | <p>Contract with Axon Enterprise, Inc. (Scottsdale, AZ) for the purchase two Axon Fleet 3 vehicle camera systems for the Spokane Police Department—\$26,875.84 (\$25,000 WATPA Grant funds). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)</p> <p>Shawna Ernst</p> | Approve | OPR 2024-0796 |
| 8. | <p>Multiple Family Housing Property Tax Exemption Conditional Agreements with:</p> | Approve
All | |
| | <p>a. Interworks, LLC, for the future construction of approximately 40 units at Parcel Number 35182.3201, commonly known as 1009 W. Sharp Avenue.</p> | | OPR 2024-0797 |
| | <p>b. Brian Walters and Brandon Lennick for the future construction of approximately 213 units at Parcel Number 25136.2079, commonly known as 2675 W. Clarke Avenue.</p> | | OPR 2024-0798 |

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

post construction. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)

Amanda Beck

- 9. Contract Renewal with Structured Communication Systems, Inc. (Clackamas, OR) for one year of licensing, maintenance & support for Nutanix environment in City Hall's Datacenter from October 13, 2024, to October 12, 2025—\$54,003.40 (plus tax, if applicable). (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Laz Martinez
Approve OPR 2019-0586
- 10. Memorandum of Understanding with the Northeast Community Center (Spokane) regarding the Smoke Ready Spokane project, an Environmental Protection Agency grant-funded partnership between the Gonzaga University's Institute for Climate, Water and the Environment, the City of Spokane, the Spokane Regional Clean Air Agency, and the University of Washington—\$455,985. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Sarah Nuss
Approve OPR 2024-0799
- 11. Contract Amendment E and Extension with The Salvation Army (Spokane) for operation of the Trent Resource and Assistance Center from October 1, 2024, through October 31, 2024—additional \$620,000 (Total Contract Amount: \$16,245,586). (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Arielle Anderson
Approve OPR 2023-0017
- 12. Contract Amendment with Volunteers of America of Eastern Washington & Northern Idaho (Spokane) for operation of Hope House Emergency Shelter for Women from October 1, 2024, through June 30, 2025—additional \$1,200,000 (Total Contract Amount: \$1,300,000). (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Arielle Anderson
Approve OPR 2024-0771
- 13. Contract Documents associated with OPR 2023-1228, the funding approval for the Vets on N. Lacey HOME funded affordable housing project—\$1,500,000. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Heather Page
Approve OPR 2023-1228
- 14. Acceptance of Fiscal Year 2023 Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees—\$6,333,005 revenue. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Jon Klapp
Approve OPR 2024-0801

- 15. Acceptance of Fiscal Year 2024 HOME Investment Partnerships Grant Agreement—\$1,161,022.07. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Melissa Morrison Approve OPR 2024-0802
 - 16. Acceptance of Fiscal Year 2024 Emergency Solutions Grant Agreement—\$274,772. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Melissa Morrison Approve OPR 2024-0803
 - 17. Contract with Neotreks, Inc. dba PlowOps (Colorado Springs, CO) for fleet telematics equipment and data hosted subscription service for the Streets Department from October 1, 2024, through September 30, 2029—\$185,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Clint Harris Approve OPR 2024-0804
RFP 6110-24
 - 18. Low Bid of General Industries, Inc., (Spokane Valley, WA) for 9th and Pine Booster Station—\$2,890,692 (plus tax). An administrative reserve of \$289,069.20 (plus tax) which is 10% of the contract price, will be set aside. (Cliff-Cannon Neighborhood) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Dan Buller Approve OPR 2024-0805
ENG 2022077
 - 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 C36572 Housing Local Sales Tax Fund
- 1) Increase appropriation by \$12,059,000.
 - A) Of the increased appropriation, \$11,800,000 is provided solely for contractual services.
 - B) Of the increased appropriation, \$259,000 is provided solely for the City's administrative costs, including salaries, benefits, supplies and equipment.

(This action arises from the recent request for proposals to spend housing sales tax funding.) (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

Heather Page

- ORD C36573 General Fund
- 1) Add one exempt City Prosecutor to the Legal department (from 1 to 2).
 - 2) Increase revenue by \$32,200.
 - A) Of the increased revenue, \$32,200 is provided solely for an operating transfer-in from the Cannabis Tax Fund.
 - 3) Increase appropriation by \$32,200.
 - A) Of the increased appropriation, \$32,200 is provided solely for base wages and employee benefits.

(This action arises from adding an additional prosecutor position in the Legal department to focus on serious narcotics prosecutions.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Maggie Yates

- ORD C36574** **Public Safety & Judicial Grants Fund**
- 1) Increase revenue by \$215,000.
 - A) Of the increased revenue, \$215,000 is provided by Washington Traffic Safety Commission through the Outreach and Training program.
 - 2) Increase appropriation by \$215,000.
 - A) Of the increased appropriation, \$185,000 is to be provided solely for base wages and employee benefits.
 - B) Of the increased appropriation, \$10,000 is to be provided solely for minor equipment.
 - C) Of the increased appropriation, \$10,000 is to be provided solely for registration/schooling.
 - D) Of the increased appropriation, \$10,000 is to be provided solely for contractual services.

(This action arises from the need to accept grant funding from WA Traffic Safety Commission for DUI outreach and training.) (Relates to Consent Agenda Item No. 3 – OPR 2024-0792) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
Dave Singley

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0086** Setting the Assessment Roll Hearing before City Council for December 2, 2024, for the Downtown Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2025 assessments to business and property owners. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)
Amanda Beck
- RES 2024-0087** Setting the Assessment Roll Hearing before City Council for December 2, 2024, for the East Sprague Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2025 assessments to business and property owners. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)
Amanda Beck
- RES 2024-0088** Approving grants for multicultural centers as funded by the American Rescue Plan Act (ARPA). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Michelle Murray
- RES 2024-0089** Setting forth the City Council’s approval and endorsement of funding for contracts for CHHS arising from the HOME-ARP program allocation, and from the 1590 Sales and Uses Tax Revenue allocation for housing related services and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council

action. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

Heather Page

RES 2024-0090 Declaring Spokane Community Oriented Policing Services (“COPS”) a sole source for the providing of community policing programs, and authorizing a multi-year contract with the organization. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Chris Wright

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) (Deferred from August 26, 2024, Agenda) (Council Sponsors: Council Members Zappone and Klitzke)

Eldon Brown

FIRST READING ORDINANCES

ORD C36575 Regarding the preservation of salvageable material; amending section 08.02.031 of the Spokane Municipal Code; adopting a new chapter 15.06 to Title 15 of the Spokane Municipal Code. (Council Sponsors: Council Members Klitzke and Dillon)

Adam McDaniel

ORD C36576 Streamlining rental registration requirements; amending sections 10.57.020, and 10.57.040 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Klitzke, and Zappone)

Adam McDaniel

ORD C36577 Relating to the prohibition of sitting and laying on public sidewalks, and amending Section 10.60.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Bingle and Cathcart)

Candi Davis

ORD C36578 Relating to the recruitment of applicants to the SHRC, amending section 4.10.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Navarrete, Klitzke, and Zappone)

Andres Grageda

ORD C36579 Of the City of Spokane, Washington, suspending the acceptance of annual applications for amendments to the City’s Comprehensive Plan until completion of the City’s mandated periodic comprehensive plan update, expected to be completed and adopted in 2026. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

Spencer Gardner

SPECIAL CONSIDERATIONS

RECOMMENDATION

- S1. Letter to Governor Inslee, Deputy Energy Secretary Turk, and EPA Regional Administrator Sixkiller asking for more public comment and local engagement in relation to the shipment of nuclear waste through the City of Spokane. (Council Sponsor: Council Member Zappone)
Jackson Deese
- Approve CPR 2024-0016
-

NO HEARINGS

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 September 23, 2024
(per Council Rule 2.1.B)

ADJOURNMENT

The September 23, 2024, Regular Legislative Session of the City Council is adjourned to September 30, 2024.

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:****Date Rec'd**

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**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 KARL OTTERSTROM TO THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Karl Otterstrom to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

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

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Select

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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

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 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 Karl Otterstrom as an at-large transportation expert to the 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>Mayor Brown has appointed Karl Otterstrom to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>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.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> 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 and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise 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.
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: 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?

This appointment aligns with the requirements of SMC 04.40.030

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

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**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 RHONDA YOUNG TO THE TRANSPORTATION COMMISSION

Agenda Wording

Mayor Brown has appointed Rhonda Young to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

\$

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

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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

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 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 Rhonda Young as an at-large transportation expert to the 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>Mayor Brown has appointed Rhonda Young to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>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.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> 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 and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise 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.
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: 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?

This appointment aligns with the requirements of SMC 04.40.030

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

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**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 MIKE BJORDAHL TO THE TRANSPORTATION COMMISSION

Agenda Wording

Mayor Brown has appointed Mike Bjordahl to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

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**

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 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 Mike Bjordahl as an at-large transportation expert to the 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>Mayor Brown has appointed Mike Bjordahl to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>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.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> 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 and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise 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.
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: 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?

This appointment aligns with the requirements of SMC 04.40.030



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

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 RAYCHEL CALLARY TO THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Raychel Callary to the Transportation Commission as an at-large member with of The Americans with Disability Act for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

Mayor Brown has appointed Raychel Callary to the Transportation Commission as an at-large member with of The Americans with Disability Act for a term of August 26, 2024 - August 26, 2027.

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

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Narrative

Amount

Budget Account

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd 8/29/2024

Clerk's File # OPR 2019-0781

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept	FIRE	Bid #	SOURCEWELL
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Contact Name/Phone	RYAN REDING (509)625-7004	Requisition #	VB
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Contact E-Mail	RREDING@SPOKANECITY.ORG		
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
---------------------------	------------------------------	--	--

Agenda Item Name	1970 - GALL'S VB RENEWAL FOR FIREFIGHTER UNIFORMS		
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Agenda Wording

Renewal of the Gall's Uniform Value Blanket Order for firefighter uniforms and uniform accessories. Gall's has a cooperative contract through Sourcewell which expires of March 25, 2028.

Summary (Background)

Seeking to renew the Gall's Uniform Value Blanket Order for firefighter uniforms and uniform accessories. The current VB is set to expire October 2024. Gall's has the cooperative contract through Sourcewell. We would like to use that contract source through it's expiration of March 25, 2028. We are requesting to renew with an annual budget of 125,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 125,000

Subsequent Year(s) Cost \$ 375,000

Narrative

Purchases will be made on an as-needed basis to provide and maintain uniforms for Fire Department employees.

Amount

Budget Account

Expense	\$ 125,000	# 1970-35170-22200-53202-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Kiley Lyons Lyons-Kiley@galls.com (signer)	Kevin Schmitt kschmitt@spokanecity.org
Thea Prince tprince@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Ryan Reding rreding@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Fire
Contact Name	DC Ryan Reding
Contact Email & Phone	rreding@spokanecity.org 509-625-7004
Council Sponsor(s)	<u>CM Dillon, CM Cathcart & CM Navarrete</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Gall's Contract Renewal for Firefighter Uniforms
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Seeking to renew the Gall's Uniform Contract for firefighter uniforms and uniform accessories. The current contract is set to expire October 2024.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Gall's has the cooperative contract through Sourcewell. We would like to use that contract source through it's expiration of March 25, 2028.</p> <p>We are requesting to renew with an annual budget of 125,000.</p>
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: 125,000 Subsequent year(s) cost: 375,000	
Narrative: <u>Purchases will be made on an as-needed basis to provide and maintain uniforms for Fire Department employees.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
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.) None	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A-This request is for the purchase of NFPA standardized uniforms and accessories needed for firefighters</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A-This request is for the purchase of NFPA standardized uniforms and accessories needed for firefighters</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A-This request is for the purchase of NFPA standardized uniforms and accessories needed for firefighters</u>	

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 296-305 WAC, Local 29 CBA 2020-2024 contract, NFPA (National Fire Protection Authority) 1974 Standard on Station/Work Uniforms for Firefighters



Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Galls, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/28/2024 | 10:24 AM CDT

DocuSigned by:
Mike Fadden
0C4B71230FBF488...
By: _____
Mike Fadden
Title: CEO
Date: 3/28/2024 | 7:01 AM PDT

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name: Galls, LLC
Address: 1340 Russell Cave Road
Lexington, KY 40505
Contact: Tiffany Brewer
Email: brewer-tiffany@galls.com
Phone: 859-800-1406
HST#: 20-3545989

Submission Details

Created On: Tuesday January 09, 2024 07:29:54
Submitted On: Thursday January 11, 2024 11:48:26
Submitted By: Tiffany Brewer
Email: brewer-tiffany@galls.com
Transaction #: 54f2729c-c672-4dd6-89d7-f477d7c11b25
Submitter's IP Address: 4.30.235.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Galls, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patriot Outfitters, LLC US Patriot Tactical
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Galls, LLC dba Galls Long Beach Uniforms Quartermaster, LLC Postal Uniform Xpress Postal Uniforms Direct Postal Uniforms Online Postal Uniform Discounters American Postal Uniforms Wasserman Uniforms A.M.E.'s Uniforms Patriot Outfitters, LLC Carpenter Uniforms and Promotional Products Red the Uniform Tailor Miller Uniforms and Emblems Inc. KEEPRS Inc. Cruse Uniforms & Equipment Inc Samzie's LTD Lark Uniform Company Inc. Universal Uniforms Sales Co., Inc. Keystone Uniforms OC On Guard Apparel US Patriot Tactical
4	Provide your CAGE code or Unique Entity Identifier (SAM):	G7DPAK2M4HP1
5	Proposer Physical Address:	1340 Russell Cave Rd. Lexington, KY 40505
6	Proposer website address (or addresses):	www.galls.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Fadden, CEO 844-464-2557 fadden-mike@galls.com 1340 Russell Cave Rd. Lexington, KY 40505
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tiffany Brewer Sr. Mgr. Contract Compliance 859-800-1406 brewer-tiffany@galls.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Andrews, Regional Director - Sales andrews-matthew@galls.com 859-800-1167

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Galls generates over \$560 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and accessories to participating members facilities per the specifications over the term of the contract. We are proud to serve America's Public Safety Professionals
11	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our current contract with Sourcewell for body armor and other nationwide Co-Ops. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached
13	What is your US market share for the solutions that you are proposing?	20%
14	What is your Canadian market share for the solutions that you are proposing?	Galls does not supply at this time but would be interested in exploring that option with the Sourcewell contract.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety uniform and equipment distributor in the United States. Galls website features all authorized products and manufacturers that we are eligible to supply. We have manufacturers that range in size from small/locally owned to nationally recognized names such as Lion/Elbeco, Fechheimer, and 5.11 to name a few.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls is not currently or previously suspended/debarred by any local, state, federal agencies within the last 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Newsweek's America's Greatest Workplaces 2023 Newsweek's America's Greatest Workplaces for Diversity 2023 Military Times Best for Vets Employer 2023 Recipient of the NAUMD Best Dressed Correctional, Police & Sheriff Small Agency 2023 Recipient of the NAUMD Best Dressed Police & Sheriff K-9 Unit 2022 Recipient of the NAUMD Best Dressed Emergency Services Large Fire House 2022 Recipient of the NAUMD Best Dressed Police & Sheriff Motorcycle Unit 2022 Recipient of the NAUMD Best Dressed Government: BOF 2022 Recipient of the NAUMD Image of the Year: Transportation 2022
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of our business is to the public safety sector on the local, state, and federal level.
21	What percentage of your sales are to the education sector in the past three years	Approximately 5-8%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : \$5mm NYHIRE : \$100,000 COSTARS : \$200,000 STARS Alliance : \$305,000 SOURCEWELL: \$200,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA : \$10mm annually

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
San Antonio Fire Department	Joe Arrington, Public Information Officer	210-207-4926
Houston Fire Department	Jaime Arrendondo, Division Manager/Logistics	832-395-8538
Phoenix Fire Department	Captain Keith Rogers	602-510-2038

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Atlanta PD	Government	Georgia - GA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$1.7m 2022 - \$2m 2023 - \$1.5m
City of Los Angeles	Government	California - CA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2.5m 2022 - \$3m 2023 - \$2.9m
City of Houston Police Department	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$800k 2022 - \$800k 2023 - \$800k
Metropolitan Police Department	Government	District of Columbia - DC	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2.6m 2022 - \$2.6m 2023 - \$2.6m
City of Austin Police	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2m 2022 - \$2m 2023 - \$2m

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Galls has over 90 outside sales reps across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own portfolio of mid sized customers. We also have an additional Business Development team consisting of approximately 25 team members that target new business opportunities. Finally we have a branch network of over 60 locations nationwide and have rolled out a new program.
27	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers. Products will ship directly from one of our locations or we will arrange for a drop ship from the manufacturer directly to the end user.
28	Service force.	Our Sales team manages most of our service work but in addition to the sales we manage all operations in house. With onsite accounting, marketing, inventory management, and contract management teams Galls provides the best service behind the scenes to ensure our customers have their products timely, invoices are submitted and paid properly, and we adhere to compliance of all contractual agreements. Galls may provide onsite sizing or arrange for sizing at one of our various retail locations. Our field and branch teams are trained for fittings and sizing and can provide premier service.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Galls will take and fulfill all orders. We provide a full service ordering process with online, in person, over the phone, or through email. This allows our customers to purchase whichever way is easiest for them. Agency support is available to all participating entities via our Customer Care team or assigned agency representative. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eEquip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve the Public Safety needs of the participating entities. Customers utilizing the Co-Op will have personal contacts here at Galls. These contacts will work to coordinate with our merchandisers, inventory planner, and Value Added Service team alterations/customization) to make sure we meet the customers needs for comfort, performance, and design.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Galls will work with each participating entity to work out the best program solution. We will leverage our strong sales force and our nationwide retail branches in almost every major city across the country.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities. Due to the nature of some items any restrictions due to state and local compliance will be identified at the time of order.

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have a marketing and sales team that will focus on making sure that our customers understand all the advantages of using the Sourcwell contract. They will do this through marketing campaigns, direct emails, mailing list and in person visits.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcwell contract.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcwell's role will be minimal. We hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcwell.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eEquip. Galls also offers the ability to create customized Online Ordering System ("eEquip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eEquip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1500 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eEquip capabilities will include:</p> <ul style="list-style-type: none"> • Secure online ordering system <ul style="list-style-type: none"> o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management <ul style="list-style-type: none"> o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting <p>The Galls eEquip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eEquip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcwell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers. We will also leverage our manufacturer/supplier teams to provide additional information or training sought.	*
41	Describe any technological advances that your proposed products or services offer.	We have developed a system called eEquip that we can offer any Sourcewell Participating entities. Our eEquip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing, and request for additional items. This is something exclusive to Galls and offered only to Galls customers.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2020 we took steps to reduce our overall corrugate usage by about 30%. We replaced some one-time use corrugate with multi-use conveyances. We have also increased the number of shipments is bags vs. boxes.</p> <p>In terms of disposal of corrugate, we have moved away from paying to remove our corrugate waste to installing a baler and selling our bales to a recycler.</p> <p>In 2021 we will continue to look for more ways to reduce corrugate in the building as well as other paper waste. With some late year IT initiatives, we will be able to take items direct from Inbound to shipping eliminating the need to put in a box and put in a Reserve location before it ships.</p> <p>Energy Management We eliminated our permanent weekend shift and our 3rd shift, reducing our energy consumption.</p> <p>In 2021 we are looking into adding motion activation controls to light fixtures in areas which are less traveled Transportation</p> <p>In 2020 we became a SmartWay certified shipper. SmartWay is a program through the EPA to promote Eco-Friendly shipping. https://www.epa.gov/smartway We continue to push for Economy shipping methods vs. Express. Economy (Ground) has a much smaller carbon footprint than Express (Air).</p> <p>Galls also works within our local communities and volunteers time to assist with city beautification and cleanup efforts.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Galls does not hold any certifications. Galls utilizes certified businesses throughout the country where applicable. We have a federally approved small business plan via our GSA contract.	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?</p>	<p>As the largest Public Safety uniform and equipment distributor in the United States, Galls has the unique ability of providing the highest level of service and inventory available. Galls has relationships with all major manufacturers currently producing items for the public safety sector. With a large sales force consisting of both field and Corporate based employees, we offer one on one partnerships with all of our end users. Galls offers custom built online ordering web portals fully customized for your agencies ordering needs.</p> <p>EMBROIDERY & TAILORING</p> <p>No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white.</p> <p>Alterations</p> <p>Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. Galls understands that agency needs will vary across the nation and we want to ensure that there is never any confusion about pricing, so we have included the attached document which details many of the services we offer. We know that we can meet any customization needs presented by a participating member.</p> <p>Alteration/Fit/Sizing System</p> <p>Galls provides alterations in house through our distribution center in Lexington, KY and at all of our retail and service centers scattered across the country. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers.</p> <p>Alterations</p> <p>Galls will be able to provide same day issue and alterations of uniforms and accessories, at their branch, when requested. This is at no additional charges. Any products requiring special alterations may be left at the Galls branch and picked up later.</p> <p>All patches that are required to be on uniforms will be sewn and placed at no additional charge.</p> <p>Galls will work with each participating member to schedule fitting, sizing, and alterations within three (5) days of the request.</p> <p>Customer Service Policy on Backordered Items, Items Delivered Incorrectly, Invoicing Issues, Exchanges, and Returns</p> <p>Our ordering system (GQ) maintains all record of backorders and can generate estimated time of arrival on all orders. If an order is placed through the custom online ordering system (eQuip), it will notify the customer immediately if an item is on backorder. The notification process and inventory accountability/realization is in real time. Galls also works closely with the department to increase stock as needed for contract items to avoid backorder demand.</p> <p>To reduce and eliminate errors, department approval for all personalized items is imperative before the first order is shipped out. This requires a signature prior to apply personalization to the garment. Your managed account representative also has the capability to inspect items before they are shipped out.</p> <p>Incorrectly delivered items, exchanges, and returns are all handled as stated below. Another option will be to return the items to the local facility.</p> <p>Invoice issues can be resolved by contacting our finance department. Initially, the managed account representative can also resolve any issues until a finance contact has been confirmed.</p> <p>Galls has an immediate turnaround time for returning phone calls and emails, on a daily basis. In the event the managed account representative is out of the office, the assistant sales rep or other team member will respond in no more than 24 hours, typically all calls are returned same day if received before close of business.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	All products that Galls sells are covered under our standard return/exchange policy. Unused and new items received within 30 days can be exchanged or credited. Any additional manufacturer warranties will be passed on to the end user as well.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This will vary based on manufacture and will be handled on a case by case basis. Galls will work with the end user and the manufacturer to insure all details regarding warranty usage is readily available and provided upon request. Galls also offers a 30 return policy on new and unused items.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Galls service team will be doing the travel and that expense will come at no cost to customer.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Galls will work with each manufacture to determine the best avenue for any warranty concerns. Galls will insure that these concerns are handle in a timely manner.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer will handle the warranty service for each individual product. As the distributor we will make sure this is handled quickly and efficiently by working closely with our manufacturer partner on the matter.
51	What are your proposed exchange and return programs and policies?	We will always work to make sure our customer are receiving exactly what they ordered. If something is received damaged or incorrect a reach out to our Customer Care team or designated account rep will be in order to make sure Galls takes care of the return and corrects the issue. All unused ad new items will be eligible for exchange if received within 30 days of delivery.
52	Describe any service contract options for the items included in your proposal.	We do not have a service contract option but our sales team will always provide service to any customer utilizing the Sourcewell contract.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Galls will work with each vendor/manufacturer partner to insure products are meeting their life cycle and keeping our customers fully uniformed. All manufacturer warranty's are passed on to the purchasing member. Galls has an internal quality control team that inspects items as they come in to our facilities and items before they go out.
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	Galls will honor all workmanship on alterations and customization. Exchanges and returns are processed upon receipt, but individual orders will be handled on a case-by-case basis. Reach out to your sales rep or our Customer Care team for questions.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Net 30. Payments are accepted in the following forms: ACH/EFT All Major Credit Cards Government Purchase Cards Paper Check Cash - Branch Locations only
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any leasing or financing options at this time.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	None at this time. Galls will work with each participating agency to determine and additional agreements that may be necessary.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Card and there is no additional cost associated with it's use.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Galls pricing structure will be based off the Galls Catalog and published pricing. SKUs have been provided for all items and pricing has been uploaded.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount off list price
61	Describe any quantity or volume discounts or rebate programs that you offer.	Galls is not offering a quantity or discount rebate. However, all participating users are encouraged to contact our Customer Care or designated sales contact for additional quotes.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Quotes will be provided on a case by case basis if items are not included on the full catalog offering. Additional products and manufacturers within the scope of work will be available to our customers. If the need to add these items to the contract arise we will work to have a PNP approved.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight cost are not included and will be quoted per order. Alterations, embroidery and customization are not included in the cost of the products listed in our offering. Due to the nature of these items we will quote on a case by case basis.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost are not included and will be quoted per order.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Galls currently ships to all states utilizing the best practices and most cost efficient options. Delivery to Canada will be completed in the same manner. All orders exiting the country shall be subject to a full internal export audit. All duties and fees are the responsibility of the purchasing entity.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Galls has 3 distribution centers nationwide and a retail branch network of over 50 locations. Participating Entities will have the option to purchase in store, online, over the phone or via email and fax.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcwell contract will be tied to the pricelist and automatically receive Sourcwell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over \$25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Galls has implemented several new processes in order to be successful in providing our goods under cooperative agreement. Galls has the ability to track items by customer, vendor, dates, etc. Galls will meet quarterly internally to discuss the usage and will provide training and soft skills to our sales associates to assist in driving customers appropriately to the cooperative agreement.
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offering includes items needed to complete uniforms for public safety, fire, military, transit, food service, and both private and public security. Galls has provided pricing for uniforms, badges, footwear and other related accessories. UNIFORM APPAREL ALTERATIONS/CUSTOMIZATION FOOTWEAR UNIFORM ACCESSORIES
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ALTERATIONS APRONS ASCOTS ATHLETIC/TRAINING BADGES/ID BALL CAPS BASELAYER BOTTOMS BASELAYER SLEEVES BASELAYER TOPS BDU BOTTOMS BDU LONG SLEEVE SHIRT BDU SHORT SLEEVE SHIRT BIKE BOTTOMS BIKE JACKET BIKE LONG SLEEVE SHIRT BIKE SHORT SLEEVE SHIRT BLAZER/BLOUSECOATS BOMBER JACKET BOOTS BUTTONS CASUAL WEAR CLASS A

CLASS B
COLD WEATHER GLOVES
CUSTOMIZATION
DICKIES
DRESS GLOVES
DRESS OXFORDS
DRESS UNIFORM
EPAILETTES
FLAPS/STRAPS/TABS
FLEECE JACKET
FOOD SERVICES
FOOD SERVICES HEADWEAR
FOOD SERVICES NECKWEAR
FOOTWEAR ACCESSORIES
GLOVES
HANKERCHIEFS
HEADWEAR
INSOLES
JACKETS
JOB SHIRT
LAB COATS
ON DUTY GLOVES
OVERALLS
PANELS
PANTS
PARKAS
PERFORMANCE BOTTOMS
PERFORMANCE JACKET
PERFORMANCE WEAR
POLOS
PONCHOS
SAFETY VESTS
SCARVES
SCRUBS
SHOELACES
SHORTS
SHOULDER CORDS
SKIRT
SOCKS
SOFTSHELL JACKETS
SUNGLASSES
SWEATERS
SWEATSHIRTS
TACTICAL PANTS
TIES
TROUSER BELTS
TROUSERS
T-SHIRTS
TURTLENECKS
UNDERGARMENTS
UNIFORM BOOTS
UNIFORM SHOES
VELCRO
WINDBREAKERS
WORK BOOTS
WORKWEAR
ZIPPERS

*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Sourcewell - Uniforms with Related Products and Services - RFP 011124 - Galls Price Offer.xlsx - Thursday January 11, 2024 11:34:22
- [Financial Strength and Stability](#) - Galls 2022 AFS- Confidential.pdf - Tuesday January 09, 2024 08:28:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Packing Slip-Return-Warranty.pdf - Thursday January 11, 2024 11:35:40
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - GQ B2B Specification - Updated 3.31.21.pdf - Tuesday January 09, 2024 08:28:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Fadden, Chief Executive Officer, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	<input checked="" type="checkbox"/>	2

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Consent**Date Rec'd**

8/29/2024

Clerk's File #

OPR 2024-0791

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

POLICE

Bid #

STATE #01417

Contact Name/Phone

DAVE SINGLEY 4171

Requisition #

VB

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - APPROVAL OF POLICE JUMPSUITS VALUE BLANKET

Agenda Wording

Spokane Police Department would like to establish a contract with Galls LLC, for the purchase of Jumpsuits, utilizing WA State Contract #01417.

Summary (Background)

Initial Value Blanket term is October 1, 2024 through April 2, 2025 when the current term of the contract state contract expires. Estimated yearly amount not to exceed of \$150,000.00, which includes alterations and tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 150,000.00 on as-needed basis

Current Year Cost \$

Subsequent Year(s) Cost \$ 150,000.00

Narrative

Jumpsuits and alterations are a recurring operating expense and have been programmed into the annual budget.

Amount**Budget Account**

Expense \$ 150,000

0680-11410-21250-53202-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

MCNAB, MICHAEL

Accounting Manager

SCHMITT, KEVIN

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PS EXEC REVIEW

YATES, MAGGIE

PURCHASING

WAHL, CONNIE

Distribution List

SPDFinance@spokanecity.org

dloucks@spokanepolice.org

Contract Summary

Non-Custom Uniforms and Accessories

[See vendors on this contract and their certifications](#)

Contract #: 01417

Replaces: [06810](#)

Contract Type: STATEWIDE CONTRACT

Scope:

This contract is for Non-Custom Uniforms and Accessories, including uniforms and related outerwear, footwear, and accessories products. Services include alterations, and customization.

How to Use this Contract:

1. Review the contractor section below to find pricing, product offerings, and information.
 2. Contact the sales representatives directly to consult about ordering tools and their products and services.
 3. Determine your shipping preference:
 - Ship to a Business Address
 - Freight charges prepaid by Galls, LLC
 - FOB Purchaser's specified destination with transportation and handling charges included
 - Ship to a Residential Address
 - Freight charged to Purchaser on a pass-through basis OR
 - Purchaser can provide a shipping account number for Galls, LLC to bill
 4. Reference DES Contract No. 01417 on your Purchase Order.
 5. Contact the Contract Administrator, April Ovestreet for further questions.
-

Awarded Contractor:

Galls, LLC

Account Representative: **Michelle Taylor**

Phone: 206.331.4360

Email: taylor-michelle@galls.com

Secondary Contact: **Amanda Meads**

Email: Meads-Amanda@galls.com

[GALLS, LLC Website](#)

[Contract](#)

[Amendments](#)

[Pricing](#)

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), [follows DES procurement process](#), and DES has determined that entering into this contract will be in the best interest of the State of Washington.

Found a Broken Link? [E-mail DES](#) so we can fix it ASAP.

Effective Date: 07-03-2019

Est. Annual Worth: \$500,000

Current Term Ends On: 07-02-2025

Final Term Ends On: 07-02-2025

Commodity Code(s): 200-86, 200-85, 200-87, 200-88, 936-18, 962-78, 345-08, 201-47, 201-65

Diversity: 0% WBE 0% MBE

of Bids Received: 2

Contact Info: April Cole (360) 407-8120
✉ april.cole@des.wa.gov

Secondary Contact Team Fir (360) 407-2213
Info:
✉ DESContractsTeamFir@des.wa.gov

Vendor and Contract Performance Feedback Form

Please send an email request to the Contract Manager for copies of any submitted feedback
See the list of customers and vendors for the contract

Who Can Use This Contract?

- Organizations with Statewide Contract Usage Agreements
- Customer Communication Profile

- Pricing & Ordering
- 01417 GALLS LLC, Amendment 1
- Galls LLC. Contract

- 01417 Bid Tab
- 01417 Solicitation
- Original Solicitation Amendments
- Galls LLC Winning Bid

This Contract has no Resource Documents

Showing 1 to 1 of 1 Vendors

All Vendors Per Page.

Search Vendors:

1

Vendor <input type="button" value="↑↓"/>	Vendor # <input type="button" value="↑↓"/>	OMWBE <input type="button" value="↑↓"/>	Small Business <input type="button" value="↑↓"/>	Veteran <input type="button" value="↑↓"/>	Considerations / Preferences <input type="button" value="↑↓"/>	Award Type <input type="button" value="↑↓"/>
GALLS, LLC	W16228					Main

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

Award Types = Main, Reserved, and Main/Reserved



= Veteran Owned



= Small Business



= Preference Contract w/ Green Recycled Content



= *Preference Executive Order 18-03



= *Preference Electronic Products Purchasing



HFC = *Preference Hydrofluorocarbons Products Purchasing



= *Preference Nonmercury-Added Products Purchasing


 = *Preference Polychlorinated Biphenyls (PCBs) Purchasing

* = Newly Added Icon.

 = All Other Green Considerations

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210

 contractingandpurchasing@des.wa.gov

 [Find a Contracts Specialist](#)

Hi Michelle,

The new pricing for the jumpsuits is below. Please let me know if you have any questions or if you need any additional information from me. Thanks.

JU005	Lightweight Jumpsuit	\$ 48 3.62
JU001	Midweight Jumpsuit	\$ 55 9.39
JU002	Winterweight Jumpsuit	\$ 58 0.34
JU006	Taser Pocket	\$ 4 1.65
JU007	Badge Tab	\$ 7.67
JU016 BOTH	Zippered Calf Pocket	\$ 3 2.29
JU017	Inside Leg Zippers	No Added Charge
JU018	Nastansky Zipper (females)	\$ 2 9.05
JU026	Belt Loops	No Added Charge

Kiley

Kiley Lyons | Regional Account Executive
1306 N. Howard St. | Spokane, WA 99201
Phone: 509-957-5170 | lyons-kiley@galls.com

Proud To Serve America's Public Safety Professionals



< **Business Lookup**

License Information:

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

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1340 RUSSELL CAVE RD
LEXINGTON KY 40505-3114

Mailing address: 140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840



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
SeaTac General Business - Non-Resident				Active	Dec-31-2024	Feb-15-2023
Shelton General Business - Non-Resident	0052080			Active	Dec-31-2024	Sep-12-2018
Snohomish General Business - Non-Resident				Active	Dec-31-2024	Feb-14-2023
Snoqualmie General Business - Non-Resident				Active	Dec-31-2024	Sep-18-2023
Spokane General Business - Non-Resident				Active	Mar-31-2025	Mar-14-2024

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

Governing people

Title



Governing people

Title

GALLS INTERMEDIATE HOLDINGS, LLC

Registered Trade Names

Registered trade names

Status

First issued

BLUMENTHAL UNIFORMS

Active

Nov-21-2014

BLUMENTHAL UNIFORMS AND
EQUIPMENT

Active

Nov-21-2014

GALLS LLC

Active

Dec-22-2021

GALLS, LLC

Active

Jun-16-2022

POSTAL UNIFORMS DIRECT

Active

Nov-21-2014

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
8/28/2024 8:27:20 AM



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Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Police
Contact Name	Dave Singley
Contact Email & Phone	dsingley@spokanepolice.org 509-625-4171
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	Approval of Police Jumpsuits Value Blanket
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>Spokane Police Department would like to establish a contract with Galls LLC, for the purchase of Jumpsuits, utilizing WA State Contract #01417. These jumpsuits are essential gear for police officers and this would be a continuation of an ongoing expense & service.</p> <p>Initial VB term is October 1, 2024 through April 2, 2025 when the current term of the contract state contract expires. Upon renewal of state contract, 4 one-year renewal options will be available upon mutual agreement. Estimated yearly amount not to exceed of \$150,000.00, which includes alterations and tax.</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>\$150,000(max) on as-needed basis</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost: \$150,000</p> <p>Narrative: <u>Jumpsuits and alterations are a recurring operating expense and have been programmed into the annual budget.</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? 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>	
<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.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/29/2024

Clerk's File #

OPR 2024-0792

Cross Ref #

ORD C36574

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

DAVE SINGLEY 4171

Requisition #

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1620 - ACCEPTANCE OF WTSC TRAINING/OUTREACH GRANT

Agenda Wording

The Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.

Summary (Background)

The Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000. Grant period of performance October 1, 2024 through September 30, 2025 for year 1 of the award under CFDA 20.616.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 215,000.00

Current Year Cost \$ 53,750.00

Subsequent Year(s) Cost \$ 161,250.00

Narrative

Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.

Amount

Budget Account

Revenue \$ 215,000.00

1620-91826-99999-33320-99999

Expense \$ 215,000.00

1620-91826-VARIOUS

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

MCNAB, MICHAEL

Accounting Manager

SCHMITT, KEVIN

Legal

SZAMBELAN, TIMOTHY

For the Mayor

JONES, GARRETT

Additional Approvals

PS EXEC REVIEW

YATES, MAGGIE

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

SPDFinance@spokanecity.org

tfuller@spokanepolice.org

Project ID: 2025-FG-5384-Spokane Police Department Outreach and Training Program

Organization Name: Spokane Police Department

Assistance Listing # 20.616

Project Start Date: October 01, 2024

Project End Date: September 30, 2025

SCOPE OF WORK

Problem ID and/or Opportunity (FG/TR/ST only)

Washington had 810 traffic deaths in 2023, according to preliminary data collected by the Washington Traffic Safety Commission (WTSC). This represents a 10% increase from 2022 and is the largest number of traffic deaths in Washington since 1990. In the City of Spokane, we have seen a 366.6% increase in impaired driver-related fatalities from 2018 to 2023.

The City of Spokane is the second-largest city in Washington State, with a population of 228,989 as of 2020. The Spokane County area, with over half a million residents, is the fourth-largest county in the state. In 2022, the Spokane Police Department removed its Motor/Traffic Unit to address a significant staffing shortage. However, the department retained two DUI-dedicated officers in the Traffic Unit until April 2024, when they were reassigned to help with staffing needs.

The DUI-dedicated officers are vital members of the Spokane Therapeutic and Accountability DUI Court Team. They played a crucial role in teaching Standardized Field Sobriety Tests (SFST) and Blood Alcohol Content (BAC) courses at the Spokane Criminal Justice Training Commission (C.J.T.C.) / Basic Law Enforcement Academy (B.L.E.A.). In recent years, the C.J.T.C. / B.L.E.A. removed the Controlled Drinking Session from their curriculum, which has historically played a critical role in training new law enforcement officers for impaired driving investigations and future DUI court testimony.

The Spokane Police Department has continued to offer the Controlled Drinking Session at the Spokane B.L.E.A. academy but may be unable to do so without DUI-dedicated officers to teach and oversee these sessions. Officers attending the Spokane B.L.E.A. academy come from city and county agencies across Washington.

Project Purpose and Strategies (FG/TR/ST only)

The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. The project aims to ensure that all Spokane Police Officers, below the rank of Sergeant, attend tri-annual BAC and SFST refresher training. The sub-recipient anticipates an increase in impaired driving arrests as a result of having a higher number of trained officers and improved skills through more officers receiving ARIDE training. Additionally, the sub-recipient intends to foster a renewed and more positive culture within the police department and the

community, emphasizing proactive DUI enforcement. The sub-recipient will also work to create a positive relationship between community members and stakeholders through their involvement in community outreach, in partnership with the established treatment court and other community partners. This project utilizes proven strategies IMP.2.3 and IMP.2.4 of the 2019 version of Washington’s Target Zero Plan (Enhance law enforcement DUI training with Standard Field Sobriety Test (SFST) training and refresher training, Enhance law enforcement DUI training with Advance Roadside Impaired Driving Enforcement (ARIDE) training).

Contract Overview (VC only)

PROJECT GOALS

- 1) Train 250 officers from Spokane PD, CJCT BLEA Academy, and other WA law enforcement agencies on impaired driving enforcement by September 30, 2025.
- 2) The SPD IDTC maintains skills and knowledge of current issues and practices in impaired driving enforcement by attending at least 4 training events in FFY2025.
- 3) Participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.
- 4) Conduct outreach and training to external partners and stakeholders about current trends and other related information related to impaired driving.

Total Amount: \$215,000.00

Yearly Budget and Equipment (if included)

Year 1: \$215,000.00

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Teresa Fuller tfuller@spokanepolice.org 509-209-7188	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	Salary and Benefits to support the activity of one officer	\$185,000.00	0%	\$0.00	\$185,000.00
Travel	travel support for professional development of the primary officers and other WTSC approved activities.	\$10,000.00	0%	\$0.00	\$10,000.00
Contract Services	Media support for transcreated education materials	\$10,000.00	0%	\$0.00	\$10,000.00
Goods and Services	conference registrations, supplies, subscriptions, and other purchased services that are routine in nature. Additional expenditures not listed must be pre-approved by the WTSC PM.	\$10,000.00	0%	\$0.00	\$10,000.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$215,000.00		\$0.00	\$215,000.00

Employee Salaries & Benefits: \$185,000 These funds will provide funding to support approximately 2080 hours of officer activities to act as the Spokane Police Department Traffic Unit Impaired Driving Prevention Coordinator (SPD IDPC). They will cover expenses for the activity of one officer to assist with the instruction and preparation of impaired driving training, as well as costs associated with other aspects of managing and implementing the project. The WTSC will incorporate budget adjustments for cost of living and other wage increases through future contract negotiations, upon prior approval from the WTSC Program Manager.

Travel: \$10,000 These funds will cover airfare, hotel, and travel expenses related to training events attended or conducted by SPD's Impaired Driving Training Coordinator. Travel expenses will be reimbursed following the Spokane Police Department travel policy unless otherwise agreed to by the IDTC and WTSC Program Manager in which travel rules will default to the WTSC travel policy. Meals will not be reimbursed if provided as part of the training or conference.

Contract Services: \$10,000 These funds will be used for media support for trans created education materials and other WTSC approved activities. The Sub-recipient will follow local policy to procure media contract services. The sub-recipient will provide all contracts and other documentation to demonstrate they followed local procurement policy to include but not limited to the contract agreement for services provided.

Goods or other expenses: \$10,000 Printing of manuals and materials for classes, posters that will be used as training aids, and conference and training or conference event registration

fees. Any costs not listed in the budget narrative must be pre-approved by the WTSC Program Manager prior to purchase.

Objectives and Measures

Goal 1 - Train 250 officers from Spokane PD, CJCT BLEA Academy, and other WA law enforcement agencies on impaired driving enforcement by September 30, 2025.

Objective	Objective Details	Completion Date
Provide ARIDE training based on officer demand, with a goal of 2 trainings per year.	SPD Academy will record who attends ARIDE trainings and report it to the Washington State DEC program.	09/30/2025
Provide 4 BAC/SFST refresher trainings annually.	SPD Academy will record who attends BAC/SFST trainings and report it to the Washington State DEC program.	09/30/2025
Provide 1 full BAC and/or DUI Detection/SFST training Annually.	SPD Academy will record who attended SFST and BAC trainings and report it to the Washington State DEC program.	09/30/2025
Deliver additional impaired driving training, as requested.	SPD IDPC will record any courses taught, training given, and events participated in for this program.	09/30/2025
Participate as an instructor for impaired driving training events throughout the State of Washington, such as DRE Schools, DRE Instructor Schools, SFST Instructor Schools, ARIDE courses, and TSRP courses.	The SPD IDPC will record and document courses and hours of training hours taught.	09/30/2025
Attend DRE Advisory Board meetings, DRE Regional Coordinator Meetings throughout the year.	SPD IDPC will record all DRE Advisory Board Meetings, DRE Regional Coordinators Meeting.	09/30/2025
Provide training summaries to the WTSC in quarterly reports.	Report any additional information not included in the other objectives.	09/30/2025

Measure	Reporting Frequency	Type	Target
Measure the confidence of officers making DUI arrest, pre/post training.	Annual	Outcome	75

Number of BAC/SFST full and refresher trainings provided.	Quarterly	Process	3
Capture data through course evaluations, could use like scale.	Quarterly	Process	30
Number of officers who attend BAC/SFST full and refresher trainings.	Quarterly	Process	30
Number of ARIDE trainings provided.	Quarterly	Process	2
Number of officers who complete ARIDE training.	Quarterly	Process	20
Number of SPD DUI arrests per year.	Quarterly	Process	300
Increase the familiarization and knowledge of the Officers trained.	Quarterly	Process	40

Goal 2 - The SPD IDTC maintains skills and knowledge of current issues and practices in impaired driving enforcement by attending at least 4 training events in FFY2025.

Objective	Objective Details	Completion Date
Attend IACP Impaired Driving Conference.	<p>This conference brings leaders in law enforcement together to provide training in impaired driving and traffic enforcement.</p> <p>Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC.</p> <p>It is critical that the IDTC has the knowledge and skills to be a trusted leader and instructor of impaired driving enforcement topics. They should seek training opportunities to stay at the cutting edge of the field.</p>	09/30/2025
Identify and attend 3 other professional development events to grow and maintain knowledge and skills in impaired driving enforcement.	<p>Send requests to assigned WTSC Program Manager prior to attending the training event.</p> <p>Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC. These training events may include LEL/TSC meetings or other trainings offered by the WTSC.</p>	09/30/2025

Additional training events must be pre-approved by the WTSC Program Manager.

Measure	Reporting Frequency	Type	Target
Number of trainings attended by IDTC.	Quarterly	Process	1

Goal 3 - Participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.

Objective	Objective Details	Completion Date
Attend and participate in DUI court meetings.	Depending on court schedule, they reoccur 1x a month or quarterly.	09/30/2025
Attend DUI court Staffing/Court meetings.	Meetings occur on a weekly basis.	09/30/2025
Respond to potential serious violations and, if necessary, initiate a call-out response to take participants into custody for relapses or when they pose a risk to themselves or the community.	Respond to 100% of potential serious violations within 24 hours of occurrence, and, if necessary, initiate a call-out response within 12 hours to take participants into custody for relapses or when they pose a risk to themselves or the community.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of DUI court meetings	Quarterly	Process	1
Number of DUI court Staffing meetings.	Quarterly	Process	12
Respond to % of potential serious violations and within 24 hours of occurrence, if necessary, initiate a call-out response to take participants into custody.	Annual	Outcome	100

Goal 4 - Conduct outreach and training to external partners and stakeholders about current trends and other related information related to impaired driving.

Objective	Objective Details	Completion Date
Provide 2 Drug Impairment Training for Educational Professional (D.I.T.E.P.) Requested by ESD 101. Any Additional training may be conducted, by request, as time allows.	SPD IDPC Unit will record number of Educational Professional's, (School Nurses, School Security, Counselors and administrators) who attend and report it to the Washington State DEC program. As requested by ESD 101.	09/30/2025
Provide 2 Community Drug/Alcohol training to Hospital, Medical Facility, or other Health Care Provider. Additional requests may be conducted, by request, as allowed.	SPD IDPC will record who attends and collect any evaluations on training. SPD IDPC will work with the WTSC and the SBIRT training program to familiarize themselves with the training content and connect medical professionals to the screening tool.	09/30/2025
Provide Teens in the Driver's Seat Trainings for schools in the Spokane region and operate as local resource for interested in potential schools.	SPD IDPC will record who attends and collect any evaluations on training.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of Educational Professionals who attend DITEP trainings.	Annual	Process	20
Number of Community Drug/Alcohol Trainings.	Quarterly	Process	2
Number of Medical professionals who attend trainings conducted.	Quarterly	Process	20
Number of other trainings delivered to respond to other impaired driving needs.	Annual	Process	5

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9th, 2024
Submitting Department	Police
Contact Name	Sgt. Teresa Fuller
Contact Email & Phone	tfuller@spokanepolice.org 509-835-4587
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – WTSC Training/Outreach Grant
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 Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.</p> <p>The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers.</p> <p>Funding will be used towards the salary & benefits of one officer, travel costs, media support contracts, and goods & services.</p> <p>No new FTE is being added, funding will be used to support a current SPD member.</p> <p>Grant period of performance October 1, 2024 through September 30, 2025 for year 1 of the award under CFDA 20.616.</p> <p>Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.</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>\$215,000</u></p> <p style="padding-left: 20px;">Current year cost: \$53,750</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$161,250</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? October 1 through September 30, 2025</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)

- What are the net impacts this adjustment will have on the specifically affected line items?
Net impact is zero as grant fully reimburses expenses to the awarded amount.
- What operational changes will occur because of this adjustment?
Grant funding will be used to fund one current FTE up to \$185,000 and an additional \$30k towards travel and procurement.
- What are the potential risks or consequences of not approving the budget adjustment?
Costs being fully borne by the City.
- 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?

What current racial and other inequities might this special budget ordinance address?

This grant bolsters the PD response to impaired drivers, wherever they may be driving in the community.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Consent**Date Rec'd**

8/29/2024

Clerk's File #

OPR 2024-0793

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - ACCEPTANCE OF REGISTERED SEX OFFENDER GRANT FY24-25

Agenda Wording

Acceptance of Registered Sex Offender Grant FY24-25

Summary (Background)

Grant agreement between City of Spokane and Spokane County to accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for the continued participation in the Registered Sex Offender Address and Residency Verification Program. SPD has consistently participated in and received RSO funding since 2008.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 60000

Current Year Cost \$ 60000

Subsequent Year(s) Cost \$

Narrative

Partial funding for one current SPD detective position.

Amount**Budget Account**

Revenue \$ 60,000.00

1620-91823-99999-33469-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

HALL, KEVIN

Accounting Manager

SCHMITT, KEVIN

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PS EXEC REVIEW

YATES, MAGGIE

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

SPDFinance@spokanecity.org

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
POLICE DEPARTMENT IN CONJUNCTION WITH THE
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY
VERIFICATION PROGRAM FY24/25 GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount \$ 60 , 000		3. Tax ID# 91-6001280	
				4. DUNS#/UEI 115528189/PDNCLY8MYJN3	
5. Grantee Representative Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org			6. County's Representative Elise Vandenberghe, Grants and Contracts Administrator Spokane County Sheriff's Office 1100 W. Broadway Spokane, WA 99260 (509) 477-2701 evandenberghe@spokanesherriff.org		
7. Contract #		8. Original Grant ID# RSO 24-25 Spokane	9. Start Date 07/01/24		10. End Date 06/30/25
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs					
12. Federal Funds (as applicable) N/A		13. CFDA # N/A	14. Federal Agency: N/A		
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder			16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.					
18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.					
FOR THE GRANTEE:			FOR COUNTY:		
Signature _____		Date _____	Signature _____		Date _____
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

1. SERVICES

- 1.1. The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by reference.

2. COMPENSATION

- 2.1. The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment “B” Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment “A”. The CITY’s reimbursement for services set forth in Attachment “A” shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment “B” and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY’s representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: October 10, 2024 (for the preceding July 1 – September 30 period); January 10, 2025 (for the preceding July 1-December 30 period), April 15, 2025 (for the preceding January 1-March 31 period), and July 10, 2025 (for the preceding April 1-June 30 period), The July to December’s reimbursement **request must be received no later than January 10th** to be allowable under this AGREEMENT. **Failure to do so may result in the County’s refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**
- 2.2. In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.
- 2.3. Requests for reimbursement shall be submitted to:
Contessa Tucker
Accounting Tech IV
Spokane County Sheriff’s Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
ctucker@spokanecounty.org
- 2.4. Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by COUNTY.

3. TERM

- 3.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment "A" will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

5. VENUE STIPULATION

- 5.1. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

6. COMPLIANCE WITH LAWS

- 6.1. The Parties specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
 - 6.1.1. Audits – 2 CFR Part 200;
 - 6.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
 - 6.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order

11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- 6.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
 - 6.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
 - 6.1.6. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.
- 6.2. **Washington State Laws and Regulations:**
- 6.2.1. Affirmative action, RCW 41.06.020 (11);
 - 6.2.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
 - 6.2.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
 - 6.2.4. Discrimination-human rights commission, Chapter 49.60 RCW;
 - 6.2.5. Ethics in public service, Chapter 42.52 RCW;
 - 6.2.6. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
 - 6.2.7. Open public meetings act, Chapter 42.30 RCW;
 - 6.2.8. Public records act, Chapter 42.56 RCW; and
 - 6.2.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

7. NON-DISCRIMINATION

- 7.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the

presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this Agreement.

8. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

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

9. NEW CIVIL RIGHTS PROVISION

- 9.1. The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

10. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

- 10.1. To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- 11.1. During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this Agreement.

12. PAY EQUITY

- 12.1. The CITY agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:
 - 12.1.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
 - 12.1.2. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 12.1.2.1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
 - 12.1.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.
 - 12.1.2.3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.
- 12.2. This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

13. TERMINATION FOR CAUSE/SUSPENSION

- 13.1. In the event COUNTY determines that the CITY failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to the CITY. Such termination shall be deemed “Termination for Cause.” Termination shall take effect on the date specified in the notice.
- 13.2. In the alternative, COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part or may restrict the CITY's right to perform duties under this Agreement. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to the CITY.
- 13.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

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

14. TERMINATION FOR CONVENIENCE

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

15. TERMINATION PROCEDURES

- 15.1. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:
- 15.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 15.1.2. Place no further orders for materials, services, or facilities related to the Agreement;
 - 15.1.3. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
 - 15.1.4. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.
- 15.2. Upon termination of the Agreement, COUNTY shall pay the CITY for any service provided by the CITY under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 15.3. Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

16. COUNTY REPRESENTATIVE

16.1. The COUNTY hereby appoints, and the CITY hereby accepts the COUNTY's representative, or her designee as identified on the Face Sheet as the COUNTY's liaison for the purpose of administering this Agreement. The CITY hereby appoints, and COUNTY hereby accepts the CITY's representative, or his/her designee as identified on the Face Sheet as the CITY's liaison for the purpose of administering this Agreement.

17. NOTICES

17.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices 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 addressed to the COUNTY or the CITY at the address set forth on the Face Sheet for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

18. HEADINGS

18.1. The Section headings 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 appertain.

19. MODIFICATION

19.1. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

20. WAIVER

20.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

21. INDEMNIFICATION

- 21.1. To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.
- 21.2. The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.
- 21.3. The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this Agreement. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.
- 21.4. The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.
- 21.5. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 21.6. These indemnifications and waiver shall survive the termination of this Agreement.
- 21.7. No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

22. ALL WRITINGS CONTAINED HEREIN

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

CITY has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce the CITY to execute the same.

23. SEVERABILITY

- 23.1 It is understood and agreed between the Parties that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modify to conform to such statutory provision.

24. EXECUTION AND APPROVAL

- 24.1. The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

25. COUNTERPARTS

- 25.1. 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 but one and the same.

26. DISPUTE RESOLUTION

- 26.1. Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.
- 26.2. The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third 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.
- 26.3. The costs of the arbitration panel shall be equally split between the Parties.

27. NO THIRD-PARTY BENEFICIARIES

- 27.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

28. SURVIVAL

- 28.1. Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

29. INSURANCE

- 29.1. The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this Agreement, the CITY shall provide payment under the terms of its self-funded insurance program.
- 29.2. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

30. AUDIT

- 30.1. General Requirements. CITY shall procure audit services based on the following guidelines.
 - 30.1.1. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
 - 30.1.2. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
 - 30.1.3. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
 - 30.1.4. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- 30.2. Federal Funds Requirement – 2 CFR Part 200

- 30.2.1. The CITY, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
 - 30.2.1.1. Grantor agency name
 - 30.2.1.2. Federal agency
 - 30.2.1.3. Federal program income
 - 30.2.1.4. Other identifying contract numbers
 - 30.2.1.5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
 - 30.2.1.6. Grantor contract number
 - 30.2.1.7. Total award amount including amendments (total grant award)
 - 30.2.1.8. Current year expenditures
- 30.2.2. If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.
- 30.2.3. The CITY shall include the above audit requirements in any subcontracts.
- 30.2.4. In any case, the CITY's financial records must be available for review by the COUNTY and the Washington State Department of Commerce.
- 30.3. Documentation Requirements
 - 30.3.1. The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 2 Compensation.
 - 30.3.2. In addition to sending a copy of the audit, when applicable, the CITY must include:
 - 30.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
 - 30.3.2.2. Copy of the Management Letter.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- 31.1. The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- 31.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 31.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 31.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- 31.1.4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 31.2. Where the CITY is unable to certify to any of the statements in this Agreement, the CITY shall attach an explanation to this Agreement.
- 31.3. The CITY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.
- 31.4. The CITY further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
 - 31.5. **LOWER TIER COVERED TRANSACTIONS**
 - 31.5.1. The lower tier Grantee certifies, by signing this Agreement 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.
 - 31.5.2. Where the lower tier Grantee is unable to certify to any of the statements in this Agreement, such Grantee shall attach an explanation to this Agreement.
- 31.6. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

32. SUBCONTRACTORS

- 32.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by the CITY to provide the services under the terms of this Agreement agree to comply with all applicable sections of this Agreement. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

33. ASSIGNMENT

- 33.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

34. ATTORNEYS' FEES

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

35. RECORDS MAINTENANCE

- 35.1. The CITY shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The CITY shall retain such records for a period of six years following the date of final payment.
- 35.2. At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.
- 35.3. 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 finally resolved.

36. LOSS OF FUNDING

- 36.1. In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal

completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten-business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

37. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 37.1. "Confidential Information" as used in this section includes:
 - 37.1.1. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
 - 37.1.2. All material produced by the CITY that is designated as "confidential" by COUNTY; and
 - 37.1.3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 37.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY 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 CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
- 37.3. Unauthorized Use or Disclosure. The CITY shall notify COUNTY 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.

38. COPYRIGHT PROVISIONS

- 38.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY 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 CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.
- 38.2. "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.
- 38.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY 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 CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.
- 38.4. The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

39. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

40. REPORTING

- 40.1. The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

Sgt. Rob Satake
Program Manager
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
rssatake@spokanesheriff.org

41. POLITICAL ACTIVITIES

- 41.1. Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

42. PUBLICITY

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

43. TAXES

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

44. LICENSING, ACCREDITATION, AND REGISTRATION

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

ATTACHMENT A SCOPE OF WORK

This is an Agreement to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

1. The term of this Agreement is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2024, and terminates on June 30, 2025.
2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender's address at the place of residency:
 - a. For level I offenders, once every twelve (12) months;
 - b. For level II offenders, once every six (6) months; and
 - c. For level III offenders, once every three (3) months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The CITY is responsible to notify the COUNTY's Representative of any change in personnel. Non-reporting of change in personnel may impact CITY's request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this Agreement. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" to send staff to other training events.

9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Sgt. Rob Satake via email at rssatake@spokanesherriff.org for prior approval to use grant funds for proposed training events.

**ATTACHMENT B
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	\$0.00
Contracted Services	\$0.00
Goods & Services	\$0.00
Administrative Costs	\$0.00
Travel/Training	\$3,000
Total Program	\$60,000

Transfer of funds between line-item budget categories must be approved by COUNTY's representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Sgt. Rob Satake via email at rssatake@spokanesherriff.org for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



**Spokane County
INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY24-25

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY _____
(SIGN IN INK)

(TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9th, 2024
Submitting Department	Police
Contact Name	Dave Singley
Contact Email & Phone	dsingley@spokanepolice.org
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of RSO Grant FY24-25
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>Grant agreement between City of Spokane and Spokane County to accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for the continued participation in the Registered Sex Offender Address and Residency Verification Program.</p> <p>SPD has consistently participated in and received RSO funding since 2008.</p> <p>A total of \$60,000 is being awarded to be used \$57,000 for salary/benefits and \$3,000 for travel/training.</p> <p>Grant period is 7/1/2024 through 6/30/2025.</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>\$60,000</u></p> <p style="padding-left: 20px;">Current year cost: \$60,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Partial funding for one current SPD detective position.</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? 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)	
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?



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd 8/29/2024

Clerk's File # OPR 2024-0794

Cross Ref # OPR 2023-0886

Project #

Council Meeting Date: 09/23/2024

Submitting Dept	POLICE	Bid #	
------------------------	--------	--------------	--

Contact Name/Phone	SHAWNA 370-8534	Requisition #	CR 26688
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Contact E-Mail	SERNST@SPOKANEPOLICE.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
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Agenda Item Name	0680 - AXON INTERVIEW ROOM SYSTEM		
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Agenda Wording

Axon Interview Room System - We received grant funding in 2023 that included a project to migrate the system at Partners to the Axon Interview Room system (currently in use at the Police Department for all adult interviews).

Summary (Background)

Spokane Police Department has a partnership with Partners with Families and Children for juvenile forensic interviews. These interviews are critical for investigations and the partnership allows the juvenile to feel safe and be interviewed in a neutral location by a trained forensic interviewer. Interviews are currently recorded on older technology that requires a significant amount of work for Partners staff to transfer to detectives. Byrne JAG Grant, OPR 2023-0886, Sourcewell 101223-AXN

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 81,303.55

Current Year Cost \$ 81,303.55

Subsequent Year(s) Cost \$ 7,500/year beginning in 2029

Narrative

This project includes the system and installation. There are no grant match requirements. SPD TARU staff will provide initial training to Partners staff. Partners IT staff will perform minor maintenance & TARU will provide server updates/larger maintenanc

Amount

Budget Account

Expense	\$ 81,303.55	# 1620-91812-21140-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-540714-45323.663CN

Issued: 02/01/2024

Quote Expiration: 03/31/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 446518

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1100 W Mallon Ave Spokane, WA 99260-2043 USA	Spokane Police Dept. - WA 1100 W Mallon Ave Spokane WA 99260-2043 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Kurt Monsen Phone: (509) 477-5980 Email: kmonsens@spokanecity.org Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	\$76,696.48
ESTIMATED TOTAL W/ TAX	\$81,303.55

Discount Summary

Average Savings Per Year	\$1,340.16
TOTAL SAVINGS	\$6,924.16

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$76,696.48	\$4,607.07	\$81,303.55
Total	\$76,696.48	\$4,607.07	\$81,303.55

Quote Unbundled Price:	\$83,620.64
Quote List Price:	\$76,696.48
Quote Subtotal:	\$76,696.48

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CA	Interview Room 2 Camera Standard	2	62	\$674.36	\$618.52	\$618.52	\$76,696.48	\$4,607.07	\$81,303.55
Total							\$76,696.48	\$4,607.07	\$81,303.55

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	10/15/2024
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	10/15/2024
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	10/15/2024
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	10/15/2024
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	10/15/2024
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	10/15/2024
Interview Room 2 Camera Standard	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	10/15/2024
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	10/15/2024
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	10/15/2024
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	10/15/2024
Interview Room 2 Camera Standard	74059	AXON INTERVIEW - ENCLOSURE - MOTION SENSOR	2	10/15/2024
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	10/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	11/15/2024	01/14/2030

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50448	AXON INTERVIEW - EXT WARRANTY	2	10/15/2025	01/14/2030

Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Billing	IR2CA	Interview Room 2 Camera Standard	2	\$76,696.48	\$4,607.07	\$81,303.55
Total				\$76,696.48	\$4,607.07	\$81,303.55

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/1/2024



AXON PURCHASE – MY90, FLEET3, INTERVIEW

8/29/2024 – Shawna Ernst, sernst@spokanepolice.org

Please note that SPD has requested a contract for this purchase through legal. Axon has a Washington State Business license.

SPD will update the files as soon as possible and prior to Council voting on this purchase.

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	9/9/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Axon Interview Room System – Partners with Families and Children
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Spokane Police Department has a partnership with Partners with Families and Children for juvenile forensic interviews. These interviews are critical for investigations and the partnership allows the juvenile to feel safe and be interviewed in a neutral location by a trained forensic interviewer. Interviews are currently recorded on older technology that requires a significant amount of work for Partners staff to transfer to detectives.</p> <p>We received grant funding in 2023 that included a project to migrate the system at Partners to the Axon Interview Room system (currently in use at the Police Department for all adult interviews).</p> <p>Axon Interview places cameras and microphones in interview rooms to streamline the recording process. Interviews are automatically recorded and saved to a local server, then uploaded to the Axon cloud with date/time/case number metadata.</p> <p>This project will save time for Partners staff and for SPD Detectives and ensure that juvenile interviews are housed in a secure system with appropriate file retention.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$81,303.55</u> Current year cost: \$81,303.55 Subsequent year(s) cost: Future costs are approximately \$7,500/year (beginning in 2029)	
Narrative: <u>This project includes the system and installation. There are no grant match requirements. Police Department Technical Assistance Response Unit (TARU) staff will provide initial training to Partners staff. Partners IT staff will perform minor maintenance and TARU will provide server updates/larger maintenance.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? The funding is sustainable for the next five years.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: No additional budget impacts.	

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 project will improve the juvenile interview recording system which is used for all juvenile interviews. The system improvements will help victims from all backgrounds including those from historically excluded communities.</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>We will collect limited data regarding the time savings from this system, but do not plan to collect data related to disparities as this system will be utilized for all juvenile interviews.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>We will collect limited data regarding the time savings from this system. We are confident this is the right solution as we've been utilizing the same system at SPD for over four years.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This proposal aligns with Washington State RCWs related to recording of juvenile interviews and the rights of juvenile victims/witnesses.</p>



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/29/2024

Clerk's File #

OPR 2024-0795

Cross Ref #

OPR 2023-0886

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

SHAWNA 370-8534

Requisition #

CR 26687

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - AXON MY90 PILOT PROJECT

Agenda Wording

Axon My90 Pilot Project - Spokane Police Department would like to purchase a public-facing communication system called My90.

Summary (Background)

My90 is an Axon product that integrates with Computer Aided Dispatch and Records Management Systems to provide automated messages to citizens - improving SPD's overall response and reducing workload on officers, detectives, and support staff. Byrne JAG Grant, OPR 2023-0886, Sourcewell 101223-AXN

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 97,194.86

Current Year Cost \$ 97,194.86

Subsequent Year(s) Cost \$ This is a two-year pilot program. If the City decides to continue with My90,

Narrative

Fully-funded 2-year pilot program using the Byrne Discretionary Grant that SPD received in 2023. SPD is currently working with Axon on an updated master contract quote that would include My90 and other features and would lock in pricing through 2034.

Amount

Budget Account

Expense \$ 97,194.86

1620-91812-21140-54820-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-542805-45433.636CN

Issued: 05/21/2024

Quote Expiration: 06/30/2024

Estimated Contract Start Date: 08/01/2024

Account Number: 446518

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1100 W Mallon Ave Spokane, WA 99260-2043 USA	Spokane Police Dept. - WA 1100 W Mallon Ave Spokane WA 99260-2043 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Shawna Ernst Phone: (509) 625-4106 Email: sernst@spokanepolice.org Fax:

Quote Summary

Program Length	24 Months
TOTAL COST	\$89,169.60
ESTIMATED TOTAL W/ TAX	\$97,194.86

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$89,169.60	\$8,025.26	\$97,194.86
Total	\$89,169.60	\$8,025.26	\$97,194.86

Quote Unbundled Price:	\$89,169.60
Quote List Price:	\$89,169.60
Quote Subtotal:	\$89,169.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
100590	AXON MY90 - LICENSE	352	24		\$10.20	\$10.20	\$86,169.60	\$7,755.26	\$93,924.86
A la Carte Services									
100105	AXON MY90 - PSO - SETUP	1			\$3,000.00	\$3,000.00	\$3,000.00	\$270.00	\$3,270.00
Total							\$89,169.60	\$8,025.26	\$97,194.86

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100590	AXON MY90 - LICENSE	352	08/01/2024	07/31/2026

Services

Bundle	Item	Description	QTY
A la Carte	100105	AXON MY90 - PSO - SETUP	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1100 W Mallon Ave	Spokane	WA	99260-2043	USA

Payment Details

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Payment	100105	AXON MY90 - PSO - SETUP	1	\$3,000.00	\$270.00	\$3,270.00
Upfront Payment	100590	AXON MY90 - LICENSE	352	\$86,169.60	\$7,755.26	\$93,924.86
Total				\$89,169.60	\$8,025.26	\$97,194.86

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/21/2024



AXON PURCHASE – MY90, FLEET3, INTERVIEW

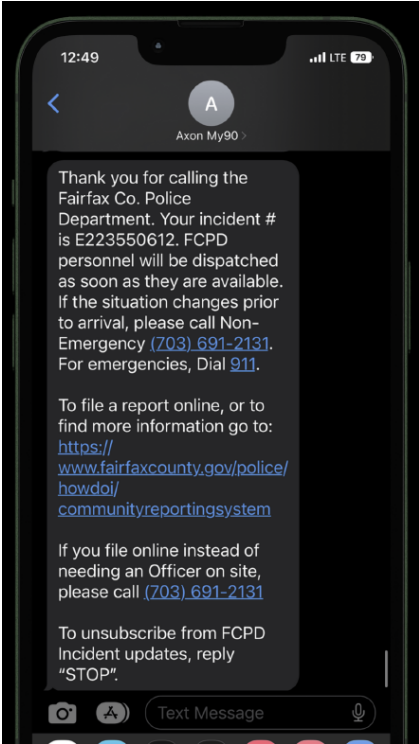
8/29/2024 – Shawna Ernst, sernst@spokanepolice.org

Please note that SPD has requested a contract for this purchase through legal. Axon has a Washington State Business license.

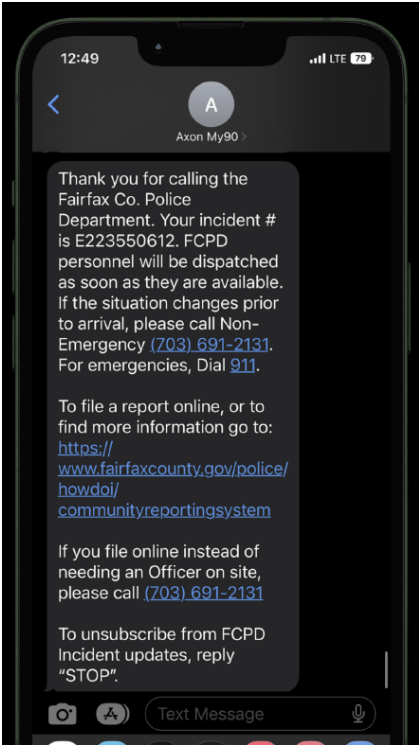
SPD will update the files as soon as possible and prior to Council voting on this purchase.

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	9/9/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Axon My90 Pilot Project
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Spokane Police Department would like to purchase a public-facing communication system called My90.</p> <p>My90 is an Axon product that integrates with Computer Aided Dispatch and Records Management Systems to provide automated messages to citizens – improving SPD’s overall response and reducing workload on officers, detectives, and support staff.</p> <p>My90 includes the ability to send text messages to 911 callers based on call type. Once a dispatcher enters call information into CAD, a message can be automatically sent to the caller. For example, for a collision without injuries, My90 can send instructions on how to exchange information or safely move vehicles out of the roadway.</p> <p>Example text message:</p> 

*use the Fiscal Impact box below for relevant financial information



My90 additionally includes post-contact surveys, community surveys, and internal surveys. These surveys give the public and the department the ability to provide meaningful feedback about community safety. Surveys can help the department gain insight about interactions, create actionable feedback, and proactively build relationships.

When we migrate to Axon Records (early 2025), My90 can also be used to automatically communicate with crime victims about their police report/investigation.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$97,194.86

Current year cost: \$97,194.86

Subsequent year(s) cost: This is a two-year pilot program. If the City decides to continue with My90, we will look at rolling it into our Axon Master Contract.

Narrative: This is a fully-funded two-year pilot program using the Byrne Discretionary Grant that SPD received in 2023. SPD is currently working with Axon on an updated master contract quote that would include My90 and other features and would lock in pricing through 2034.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? The funding is sustainable for the next two years.

Expense Occurrence One-time Recurring N/A

Other budget impacts: No additional budget impacts.

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

What impacts would the proposal have on historically excluded communities?

This project will enable all citizens in Spokane, including historically excluded communities to engage with the Spokane Police Department through post contact surveys and community engagement surveys. The surveys are anonymous, which should help those from historically excluded communities feel comfortable providing candid feedback to the department. This program will help the department maintain positive relationships with the Spokane community.




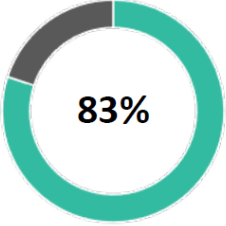
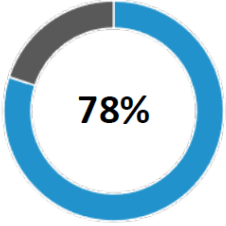
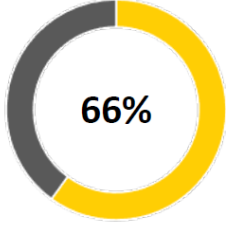

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Surveys are anonymized, but will include demographics. We will be able to utilize the surveys to determine the effect of the program by demographics.

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

We will analyze the survey responses to determine if the community is utilizing them.

Here is an example of survey results – showcasing how we can gage community responsiveness to the surveys:

	<h1>GOTHAM, NC</h1> <p>MONTHLY REPORT OCTOBER 2022</p>	<ul style="list-style-type: none">/ Post Contact – 8 new officer compliments/ Employee survey is now live/ 15% Response rate for all messages sent	<p>BADGES EARNED</p>  
COMMUNITY	POST-CONTACT	EMPLOYEE	
 <p>83%</p> <ul style="list-style-type: none">/ 285 Responses/ 78% Completion Rate/ 83% Community Score (CSAT)	 <p>78%</p> <ul style="list-style-type: none">/ 4,167 Responses (428 in August)/ 15% Response Rate/ 78% Post-Contact Score (PCSAT)	 <p>66%</p> <ul style="list-style-type: none">/ Last Check-In: August/ 65% Response Rate/ 66% Employee Score (ESAT)	

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 Spokane Police Department’s 2024 – 2026 strategic plan and furthers our goals of improving community engagement, reducing workloads, and supporting our employees.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Consent**Date Rec'd**

8/29/2024

Clerk's File #

OPR 2024-0796

Cross Ref #

OPR 2024-0568

Project #**Council Meeting Date:** 09/23/2024**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

SHAWNA 370-8534

Requisition #

BT

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - AXON FLEET 3

Agenda Wording

Spokane Police Department would like to purchase two Axon Fleet 3 systems.

Summary (Background)

Axon Fleet 3 is a vehicle camera system that includes a forward-facing camera (dash camera), a forward-facing automated license plate recognition camera (ALPR camera), and a rear-facing camera to record activity in the back seat of the vehicle. SPD will utilize these cameras to locate and recover stolen vehicles. Funding was provided by the Washington Auto Theft Prevention Authority through a grant award. WATPA Grant, OPR 2024-0568, Sourcewell 101223-AXN

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 26,875.84

Current Year Cost \$ 26,875.84

Subsequent Year(s) Cost \$ This equipment has a five-year lifecycle. If the City chooses to continue with

Narrative

This is fully funded utilizing the WATPA grant (\$25,000 award amount) with the remaining \$1,875.84 coming from the TARU software budget through delaying a project until 2025.

Amount**Budget Account**

Expense \$ 25,000 # 1620-91824-21700-54820-99999

Expense \$ 1,875.84 # 0680-11470-21140-54820-99999

Select \$ #

Select \$ #

\$ #

\$ #



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-480242-45509.743CN

Issued: 08/05/2024



Quote Expiration:

Estimated Contract Start Date: 12/01/2024

Account Number: 446518

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1100 W Mallon Ave Spokane, WA 99260-2043 USA	Spokane Police Dept. - WA 1100 W Mallon Ave Spokane WA 99260-2043 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Shawna Ernst Phone: (509) 625-4106 Email: sernst@spokanepolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$24,999.00
ESTIMATED TOTAL W/ TAX	\$26,875.84

Discount Summary

Average Savings Per Year	\$1,998.60
TOTAL SAVINGS	\$9,993.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$24,999.00	\$1,876.84	\$26,875.84
Total	\$24,999.00	\$1,876.84	\$26,875.84

Quote Unbundled Price:	\$34,992.00
Quote List Price:	\$32,250.00
Quote Subtotal:	\$24,999.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	2	60	\$227.59	\$204.74	\$204.74	\$24,568.80	\$1,838.13	\$26,406.93
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	60		\$64.01	\$3.59	\$430.20	\$38.71	\$468.91
Total							\$24,999.00	\$1,876.84	\$26,875.84

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic + TAP	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	2		11/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL - SIGNAL UNIT	2		11/01/2024
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	2		11/01/2024
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2		11/01/2024
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2		11/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	12/01/2024	11/30/2029
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	12/01/2024	11/30/2029
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	12/01/2024	11/30/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	11/01/2025	11/30/2029
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	11/01/2025	11/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
	1100 W Mallon Ave	Spokane	WA	99260-2043	USA

Payment Details

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Grant	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	\$430.20	\$38.71	\$468.91
Upfront Grant	Fleet3B+TAP	Fleet 3 Basic + TAP	2	\$24,568.80	\$1,838.13	\$26,406.93
Total				\$24,999.00	\$1,876.84	\$26,875.84

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

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Signature

Date Signed

8/5/2024



AXON PURCHASE – MY90, FLEET3, INTERVIEW

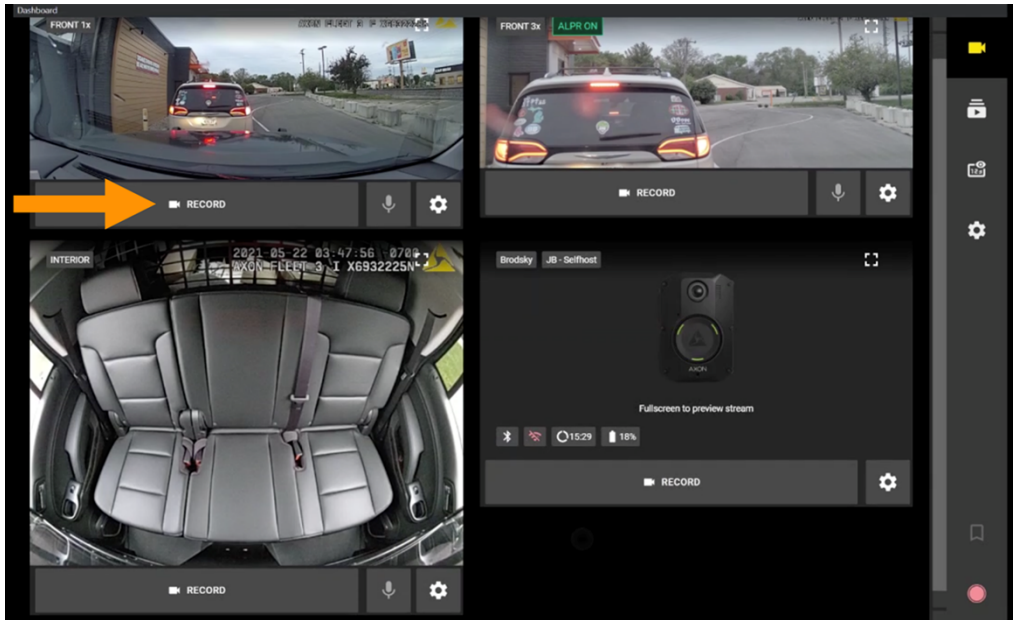
8/29/2024 – Shawna Ernst, sernst@spokanepolice.org

Please note that SPD has requested a contract for this purchase through legal. Axon has a Washington State Business license.

SPD will update the files as soon as possible and prior to Council voting on this purchase.

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	9/9/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Axon Fleet 3
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>Spokane Police Department would like to purchase two Axon Fleet 3 systems.</p> <p>Axon Fleet 3 is a vehicle camera system that includes a forward-facing camera (dash camera), a forward-facing automated license plate recognition camera (ALPR camera), and a rear-facing camera to record activity in the back seat of the vehicle.</p> <p>SPD will utilize these cameras to locate and recover stolen vehicles. Funding was provided by the Washington Auto Theft Prevention Authority through a grant award.</p> <p>Here is an example of the Fleet 3 software screen (from Axon’s website):</p> 

Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$26,875.84</u> Current year cost: \$26,875.84
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Subsequent year(s) cost: This equipment has a five-year lifecycle. If the City chooses to continue with Fleet 3, the next payment will be due in 2029 and can be incorporated into our Axon master contract renewal.

Narrative: This is fully funded utilizing the WATPA grant (\$25,000 award amount) with the remaining \$1,875.84 coming from the TARU software budget through delaying a project until 2025.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? The funding is sustainable for the next five years.

Expense Occurrence One-time Recurring N/A

Other budget impacts: No additional budget impacts.

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

What impacts would the proposal have on historically excluded communities?

Fleet 3 will be installed in two Corporal vehicles. Corporals pool their vehicles and we will prioritize cars that span all four of our precincts to ensure that the vehicles are utilized across the city. As the Corporals respond to incidents, the ALPR cameras will scan for license plates that have active alerts: stolen vehicles, amber alerts, silver alerts, missing indigenous alerts, and alerts for vehicles involved in violent crimes. The department's goal is to use this technology to solve crimes and locate missing persons for all citizens of Spokane, regardless of demographic background.

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?

At the end of the grant period (June 2025), we will analyze the success rate of these vehicles and compare to demographics in our police report system to determine if there were any disparate impacts.

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

The system will log each time a plate is matched against existing alerts (amber alert, stolen vehicle alert, etc...). We will utilize this data to determine if the cameras are successful and the cost-benefit for future use.

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 Spokane Police Department's 2024 – 2026 strategic plan and furthers our goals of improving technology, solving crimes and missing persons reports, and being good financial stewards.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/23/2024

Clerk's File #

OPR 2024-0797

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

AMANDA BECK 6414

Requisition #

Contact E-Mail

ABECK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE KKLITZKE JBINGLE

Agenda Item Name

0650 – (MFTE) CONDITIONAL AGREEMENT 1009 W SHARP

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with INTERROWORKS, LLC, for the future construction of approximately 40 units, at Parcel Number(s) 35182.3201 commonly known as 1009 W SHARP

Summary (Background)

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

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

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\$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

seanagriss@hotmail.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

akiehn@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the 40 Unit Apartment Development Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>8-year Market Rate Exemption</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>40 Unit Apartment Development</u> at <u>September 23 City Council Meeting</u>.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>40 units</u>, at <u>1009 W SHARP AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> • Property is zoned <u>R2</u> and the proposed use is allowed. • Estimated Construction Costs: <u>4200000</u> • Located in the <u>West Central</u> neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <u>\$0</u>	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc? N/A	

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
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Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

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

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agenda for approval to appear on the next available legislative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and INTERROWORKS, LLC, as “Owner/Taxpayer” whose business address is 2618 W SINTO AVE SPOKANE, WA 99201-2900.

WITNESSETH:

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

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

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

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

BINGAMANS ADD PT OF L1-2 B16 N108.5FT OF L1&2 EXC E8 FT OF N75FT OF L1

Assessor’s Parcel Number(s) **35182.3201**,

commonly known as

1009 W SHARP AVE SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **8-year Market Rate Exemption**, as defined in SMC 08.15.090.

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

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

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

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

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

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

4. The Owner/Taxpayer intends to construct on the site, approximately **40** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

INTERROWORKS, LLC

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 09/09/2024**Committee Agenda type:** Consent**Date Rec'd**

8/23/2024

Clerk's File #

OPR 2024-0798

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

AMANDA BECK 6414

Requisition #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

0650 – MFTE CONDITIONAL AGREEMENT 2675 W CLARKE AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with WALTERS,BRIAN/LENNICK,BRANDON, for the future construction of approximately 213 units, at Parcel Number(s) 25136.2079 commonly known as 2675 W CLARKE AVE.

Summary (Background)

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

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

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

GARDNER, SPENCER

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

brianwaltersproperties@gmail.com

smaedonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

akiehn@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the Split Rock Complex Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 8-year Market Rate Exemption.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>Split Rock Complex</u> at the September 23 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 30 units, at 2675 W CLARKE AVE SPOKANE, WA</p> <ul style="list-style-type: none"> • Property is zoned R1 and the proposed use is allowed. • Estimated Construction Costs: \$4,500,000 • Located in the Peaceful Valley neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: \$0	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Multi-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
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Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

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

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

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

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

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

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

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

Comprehensive Plan Economic Development Policies:

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

Council Subcommittee Review:

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

All Multi-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agenda for approval to appear on the next available legislative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and WALTERS, BRIAN/LENNICK, BRANDON, as “Owner/Taxpayer” whose business address is 4041 W OSAGE WAY SPOKANE, WA 99208.

WITNESSETH:

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

WHEREAS, the City has, through Chapter 08.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

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

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

LOTS 39 THROUGH 45, BLOCK 4 OF BENNETTS ADDITION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME “C” OF PLATS, PAGE 10, IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON;

TOGETHER WITH LOTS 1 THROUGH 5, BLOCK 40, BROWN’S SECOND ADDITION TO THE CITY OF SPOKANE, AS PER PLAT THEREOF RECORDED IN VOLUME ”C” OF PLATS, PAGE 72, IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON,

ALSO, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF VACATED LINTON AVENUE PER CITY OF SPOKANE ORDINANCE NO. C36093, LYING SOUTHERLY OF SAID LOTS 39 THROUGH 45 OF BENNETTS ADDITION;

ALSO, TOGETHER WITH THE SOUTH HALF OF VACATED LINTON AVENUE PER CITY OF SPOKANE ORDINANCE NO. C36093 LYING NORTHERLY OF LOTS 2 THROUGH 5, BLOCK 40, OF SAID BROWN’S ADDITION;

ALSO, TOGETHER WITH THE EAST HALF OF VACATED WEST AVENUE PER CITY OF SPOKANE ORDINANCE NO. C36093 ADJOINING SAID LOT 45, BLOCK 4 OF BENNETTS ADDITION, SAID LOT 5, BLOCK 40, BROWN’S SECOND ADDITION TO THE CITY OF

SPOKANE AND ADJOINING THAT PORTION OF VACATED LINTON AVENUE BETWEEN SAID LOTS 45 AND LOT 5.

Assessor's Parcel Number(s) **25136.2079.**,

commonly known as

2675 W CLARKE AVE SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area.** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **8-year Market Rate Exemption.** as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.
3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
 - (a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
4. The Owner/Taxpayer intends to construct on the site, approximately **30** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
5. The Owner/Taxpayer agrees to complete construction of the agreed-upon

improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

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

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

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

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

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

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

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

9. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

WALTERS, BRIAN/LENNICK, BRANDON

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd 8/22/2024

Clerk's File # OPR 2019-0586

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept INFORMATION TECHNOLOGY

Bid #

Contact Name/Phone LAZ MARTINEZ 625-6979

Requisition # CR26524

Contact E-Mail LMARTINEZ@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name 5300 – STRUCTURED COMMUNICATION SYSTEMS, INC. - NUTANIX SUPPORT

Agenda Wording

Renewal contract with Structured Communication Systems, Inc.(Clackamas, OR), for one year of licensing, maintenance & support for Nutanix environment in City Hall's Datacenter. Term from 10/13/24 to 10/12/25. Total cost is \$54,003.40, plus sales tax.

Summary (Background)

Nutanix is the hardware platform for 76 virtual servers at City Hall, plus failover resources for an additional 179 production servers. Utilizing GSA Contract # 47QSWA18D008F. The 2019 contracted support amount was \$217,405.04 for 5 years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$54,003.40, plus appl tax

Current Year Cost \$ \$54,003.40

Subsequent Year(s) Cost \$

Narrative

Nutanix is the hardware platform for 76 virtual servers at City Hall, plus failover resources for an additional 179 production servers.

Amount

Budget Account

Expense \$ \$58,863.71 # 5300-73500-18850-54804-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	MARTINEZ, LAZ
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Casey Richmond - crichmond@structured.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Cylas Engeland - cengeland@spokanecity.org
Craig Schurter - cschurter@structured.com	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	9/9/2024
Submitting Department	IT
Contact Name	Laz Martinez
Contact Email & Phone	lmartinez@spokanecity.org & 625-6979
Council Sponsor(s)	<u>CM Zappone, CM Bingle, CM Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion
Agenda Item Name	5300 – Structured Communication Systems, Inc. - Nutanix Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Renewal contract with Structured Communication Systems, Inc, for one year of licensing, maintenance, and support for the Nutanix environment in our secondary Datacenter at City Hall. Contract renewal term of 1 year, 10/13/2024 through 10/12/2025, for a total cost of \$54,003.40 plus applicable sales tax. Nutanix is the hardware platform for 76 virtual servers at City Hall, plus failover resources for an additional 179 production servers. Utilizing GSA Contract # 47QSWA18D008F. The 2019 contracted support amount was \$217,405.04 for 5 years.</p> <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>\$54,003.40 + tax</u></p> <p> Current year cost: \$54,003.40 + tax</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Nutanix is the hardware platform for 76 virtual servers at City Hall, plus failover resources for an additional 179 production servers.</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? 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)	
What impacts would the proposal have on historically excluded communities?	
Not applicable – IT Licensing and Support	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – IT Licensing and Support	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

All server infrastructure devices are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.



City of Spokane

CONTRACT RENEWAL
Title: NUTANIX HYPERCONVERGED
SERVER/STORAGE INFRASTRUCTURE
PURCHASE AND ANNUAL SUPPORT

This Contract Renewal without additional cost is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 9200 SE Sunnybrook Blvd., Suite 300, Clackamas, Oregon 97015, 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 a Nutanix Hyperconverged Server/Storage Infrastructure purchase and five (5) year's annual support; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 28, 2019 and August 30, 2019, 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 October 13, 2024 and shall run through October 12, 2025.

3. COMPENSATION.

The City shall pay an amount not to exceed **FIFTY-FOUR THOUSAND THREE AND 40/100 DOLLARS (\$54,003.40)**, plus applicable sales tax, in accordance with Company's Renewal Quote, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

STRUCTURED COMMUNICATION SYSTEMS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Certificate of Debarment
- Company's Renewal Quote

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

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

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

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

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

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

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

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

Company Name: City of Spokane

Contact: Dan Williams

Email: dwilliams@spokanecity.org

Phone: 509.625.6460

Account Executive: Craig Schurter

23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601

Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
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City of Spokane - Nutanix Renewal 2024-2025**Pricing per GSA Contract # 47QSWA18D008F, with Additional Discounting**

1	R-L-CORES-ULT-PRD	Subscription Renewal, Acropolis (AOS) Ultimate Software License & Production Software Support Service for 1 CPU core	<u>19SW000111025</u> <u>LIC-00791476</u>	<u>10/13/2024</u>	<u>10/12/2025</u>	144	\$3,259.00	\$291.44	\$41,967.36
2	R-L-FLASHTIB-ULT-PRD	Subscription Renewal, Acropolis (AOS) Ultimate Software License & Production Software Support Service for 1 TiB of flash	<u>19SW000111025</u> <u>LIC-00791477</u>	<u>10/13/2024</u>	<u>10/12/2025</u>	56	\$967.00	\$83.37	\$4,668.72
3	RS-HW-PRD-T4	24/7 Production Level HW Renewal Support for Nutanix appliance - For Tier 4 product for 1 year NX-8155-G7-HY	<u>19SM5A410359</u> <u>19SM5A410335</u> <u>19SM5A410346</u> <u>19SM5A410358</u>	<u>10/13/2024</u>	<u>10/12/2025</u>	4	\$5,000.00	\$1,841.83	\$7,367.32

Grand Total**\$54,003.40**Prepared by: Rachel Temple for Craig Schurter

Please contact the person listed above at Structured for any questions regarding this quotation.

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
-----------	-------------	-------------	---------------	------------	----------	------	-----------------	-----------------	-----------------

Notes:

1. Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <http://www.structured.com/terms/>, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.
2. Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.
3. Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.
4. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.
5. **Remit To Address:** 9200 SE Sunnybrook Blvd., Suite 300, Clackamas OR, 97015

This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or orders@structured.com

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: _____ Date: _____

Shipping Address:

Street:
City, ST Zip:
Contact:
Phone:
Email:

Billing Address:

Preferred Shipping Method: Ground _____ 2nd Day _____ Overnight _____
Date Needed:

Customer Reference / Purchase Order Number: _____

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< Business Lookup

License Information:

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

Entity name: STRUCTURED COMMUNICATION SYSTEMS, INC.

Business name: STRUCTURED COMMUNICATION SYSTEMS INC

Entity type: [Profit Corporation](#)

UBI #: 601-478-854

Business ID: 001

Location ID: 0003

Location: Active

Location address: 9200 SE SUNNYBROOK BLVD
STE 300
CLACKAMAS OR 97015-5765

Mailing address: 9200 SE SUNNYBROOK BLVD
STE 300
CLACKAMAS OR 97015-5765

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
Bainbridge Island General Business - Non-Resident				Active	Dec-31-2024	Feb-12-2020
Castle Rock General Business - Non-Resident	888.0			Active	Dec-31-2024	May-08-2019
Spokane General Business - Non-Resident	T12088451BUS			Active	Dec-31-2024	Oct-15-2012

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

Governing people	Title
FOWLER, RONALD	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
STRUCTURED COMMUNICATION SYSTEMS, INC.	Active	Jan-25-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/5/2024 2:27:12 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (OR) Heffernan Insurance Brokers 5100 S Macadam Ave., Suite 440 Portland OR 97239 License#: 0564249 STRUCOM-01	CONTACT NAME: PHONE (A/C, No, Ext): 503-226-1320 FAX (A/C, No): 503-226-1478 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D : The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER E : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER F : Hiscox Insurance Company Inc.</td> <td>10200</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Insurance Company	22306	INSURER B : Allmerica Financial Benefit Insurance Company	41840	INSURER C : Hanover Insurance Company	22292	INSURER D : The Hanover Insurance Company	22292	INSURER E : Philadelphia Indemnity Insurance Company	18058	INSURER F : Hiscox Insurance Company Inc.
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INSURED Structured Communication Systems, Inc. 9200 SE Sunnybrook Blvd., Ste 300 Clackamas OR 97015														

COVERAGES

CERTIFICATE NUMBER: 1707014633

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"/> WA STOP GAP <input checked="" type="checkbox"/> \$1MM/\$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZD2J26951301	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<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		Y	AW3J26960801	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UH2J26951701	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Prod/Comp Ops Agg \$ 8,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W22J21659101 WM2J26954001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	Tech E&O and Cyber Excess Tech E&O \$5M XS \$5M Employee Dishonesty			LH2J26958201 PHSD1845631 UC2469029724	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	Aggregate Limit \$5,000,000 Aggregate Limit \$5,000,000 Limit \$1000000

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

Excluded Individual, Worker's Compensation Policy #W22J21659101: Ronald Fowler
 RE: As per contract or agreement on file with insured. The City of Spokane, its agents, officers and employees are included as an additional insured (primary and non-contributory) on the General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 W. Spokane Falls Blvd.
 Spokane WA 99201-3316

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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14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1.** or **2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

- (1) You, if you are an individual;
- (2) Any partner or insurance manager if you are a partnership; or
- (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

5. **Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph C. "**Bodily injury**", **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

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

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

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

b. Excess Insurance

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

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

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

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

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

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/29/2024

Clerk's File #

OPR 2024-0799

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

SARAH NUSS 509-435-7026

Requisition #**Contact E-Mail**

SNUSS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON

Agenda Item Name

0520 - MAYOR'S OFFICE - SMOKE READY SPOKANE - MOU & SCOPE OF WORK

Agenda Wording

GU's Institute for Climate, Water and the Environment received a grant awarded by the EPA to support the Institute's Smoke Ready Spokane project, a partnership with City, Clean Air and UW. This action will accept the grant and an associated MOU.

Summary (Background)

The Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing various activities as described in the attached documentation. The grant will allow the City, via an MOU, to pay the Northeast Community Center for contracted work as well as other aspects of the Smoke Ready project.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 455,985

Current Year Cost \$ 455,985

Subsequent Year(s) Cost \$ --

Narrative

The City will pay the Northeast Community Center for the work contracted and then seek reimbursement from Gonzaga.

Amount**Budget Account**

Neutral \$ 455,985

1360-95663-99999-33166-99999 (revenue)

Neutral \$ 455,985

1360-95663-75500-54803-99999 (expense)

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Mayor's Office (Emergency Management)
Contact Name	Sarah Nuss
Contact Email & Phone	snuss@spokanecity.org (509) 435-7026
Council Sponsor(s)	CM Dillon, CP Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Smoke Ready Spokane – MOU and Scope of Work
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 Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing the following activities:</p> <ul style="list-style-type: none"> • Assessment of the HVAC System Assessment at Northeast Community Center; • Adoption of ionizers throughout the system/install Purple Air indoor and outdoor air quality monitoring at three City-owned community centers (Northeast Community Center, Dr. Martin Luther King Jr. Center and the West Central Community Center); • Obtain portable air cleaners for distribution to the public via community centers and leverage the three community centers as hubs for communication campaigns and subsequent distribution of free portable air cleaners to the public; • Develop, implement, and assess the effectiveness of a citywide "Wildfire Smoke Preparedness Plan" through the City's emergency management program; • Assist with community survey implementation, as developed by Gonzaga University partners.
<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>\$455,985</u></p> <p style="padding-left: 40px;">Current year cost: \$455,985</p> <p style="padding-left: 40px;">Subsequent year(s) cost: N/A</p> <p>The budget for this grant was carried forward from 2023.</p> <p>Narrative: The Gonzaga University Institute for Climate, Water and the Environment received a grant awarded by the U.S. Environmental Protection Agency (EPA) to support the Institute's Smoke Ready Spokane project, a partnership with City, the Spokane Regional Clean Air Agency and the University of Washington.</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, one-time funds.</p> <p>1360-95663-99999-33166-99999 for the \$455,985 in revenue</p>	

Expense Occurrence One-time Recurring N/A

1360-95663-75500-54803-99999 for the \$455,985 in expense

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

As part of the overall project, data on air quality monitoring will be actively monitored for analysis, as well as for the development of a draft Citywide Wildfire Smoke Preparedness Plan. The City will also assist with community survey implementation. Because the target populations are underserved and overburdened communities, this data will measure the effect on all mentioned existing disparities.

- 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?

This proposal aligns with the City and Mayor's Office priorities and Sustainability Action Plan goals to address underserved and overburdened communities regarding the effects of climate change and in administering environmental justice accordingly. The grant award is part of efforts to expand preparedness for wildfire smoke, reduce indoor exposure to pollutants and assist community centers who serve disadvantaged populations.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. *This project and proposal were briefed for the 2023 budget.*

Scope of Work

Grant Title: Smoke Ready Spokane

Primary Investigator: Dr. Brian Henning, Gonzaga University

Subaward Contact: Sarah Nuss, City of Spokane Emergency Management Director snuss@spokanecity.org

Subaward grant administrator: Michelle Murray, City of Spokane Accounting Director mmurray@spokanecity.org

Subaward amount requested: \$455,985

Performance Period Dates: 10/1/23 – 10/1/24

Subaward Work Description (up to 250 words):

The Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing deliverables & subaward goals & objectives. Throughout the project period, the EMD will participate in team meetings and will ensure the timely reporting of materials required by the primary investigator.

The City of Spokane is committed to executing the following activities:

1. HVAC System Assessment at Northeast Community Center: Assessing the HVAC system by evaluating N=25 Variable Air Volume boxes (VAV) for improvement.
 - Phase #1:** improve N=25 VAV boxes, by eliminating old noematic system, conducting testing and calibration work.
 - Phase #2:** update Alerton system by calibrating the updated system, commissioning full system functions for the contractor, and monitoring & alerts for system optimization.

Systemwide Improvements include but aren't limited to:

 - Achieving a more efficient air flow
 - Realizing better capacity for carbon dioxide monitoring and indoor ventilation
 - Gaining an enhanced ability for using higher *Minimum Efficiency Reporting Values* (MERV) rated air filters
 - Adoption of ionizers throughout the system\Install Purple Air indoor and outdoor air quality monitoring at three City-owned community centers (Northeast Community Center, Dr. Martin Luther King Jr. Center and the West Central Community Center). See attachment for background on the target community centers.
2. Obtain portable air cleaners, for distribution to the public via community centers; leverage the three community centers as hubs for communication campaigns and subsequent distribution of free portable air cleaners to the public.
3. Develop, implement, and assess the effectiveness of a citywide “Wildfire Smoke Preparedness Plan”, through the City’s emergency management program. Test the plan with a tabletop exercise, within the program period, and implement any improvements per the after-action review process.
4. Assist with community survey implementation, as developed by Gonzaga University partners.

Administration & Timeline

Key Activity	Details	Timeline
Assessment of HVAC systems	Assess HVAC system at Northeast Community Center Phase #1) <ul style="list-style-type: none"> - Prep work begins; Final check of ordered products and approval to progress from the City of Spokane - Contractor demo of old system; replace with new system as we go to eliminate down time and maximize usage of the facility - Completion of VAV install; Final checks completed Phase #2) <ul style="list-style-type: none"> - Contractor install of additional sensors and sub stations for operation - Final tests of new system & commission of all new sensors and full operation of system; Project complete 	10/1/23 – 2/31/24 10/1/23 - 10/31/23 11/1/23 – 12/15/23 12/15/23 – 1/31/24 1/31/24 – 2/10/24 2/10/24 – 2/15/24
Air quality monitoring	<ul style="list-style-type: none"> - Install indoor and outdoor <i>air quality monitors (Purple Air)</i> at the three target community centers - Collect data and actively monitor for analysis 	10/1/23 – 11/1/23 11/1/23 – 3/31/24
Distribution of free air cleaners	<ul style="list-style-type: none"> - Work with the three target community centers to run a communication campaign with the community about the cost-free portable air cleaner distribution - Obtain & distribute cost-free portable air cleaners to the public 	5/1/24 – 6/1/24 6/1/24 – 7/1/24
Development <i>Wildfire Smoke Plan</i>	<ul style="list-style-type: none"> - Compile data and develop (draft) Citywide Wildfire Smoke Preparedness Plan - Implement the plan for wildfire season - Test the plan with a tabletop exercise (after action review) & implement identified improvements 	10/1/23 – 1/1/23 6/1/24 – 9/1/24 9/1/24 – 10/1/24
Administer survey	Assist with community survey implementation	5/1/24 – 10/1/24

Subaward Budget

	Item	Cost
Staff time	Year 1 Emergency management staff time: 12 hours per month, for 3 months- (\$62/hour) + benefits @36.3% rate	\$3,043
	Year 2 Emergency management staff time: 12 hours per month, for 9 months- (\$62/hour) + benefits @36.3% rate + 3% cost of living increase	\$9,401
	<i>Year 1 + year 2 total Emergency Management salary cost:</i>	<i>\$12,443</i>
	Year 1 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate	\$2,127
	Year 2 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate + 3% cost of living increase	\$2,191
	<i>Year 1 + year 2 total City Facilities salary cost:</i>	<i>\$4,317</i>
	Total Staff Salary Cost:	\$16,760
Project costs	Assess HVAC system at Northeast Community Center, through a contractor <ul style="list-style-type: none"> - Part 1: Improve (25) VAVs. Cost per item, for N=25 VAVs: <ul style="list-style-type: none"> o Labor = \$4,800 o Materials = \$2,279 o Sub-Contractor = \$4,000 o Equipment = \$875 o Permits = \$375 	\$308,225
	<ul style="list-style-type: none"> - Part 2: Update the Alerton system <ul style="list-style-type: none"> o Front end work, includes: new graphics package, Direct Digital Control programming, and engineering = \$20,000 o (25) VAVs =\$4,000/Box (includes pneumatic demo, and new: controller, actuator, HTG valve, supply air temp, and thermostat. o Tax = \$11,000 	\$131,000
	Total Project Cost:	\$439,225
Grand Total		\$455,985



City of Spokane
**Memorandum of Understanding: Northeast
Community Center**

This Memorandum of Understanding (MOU) is made by and between the City of Spokane, a Washington State Municipal Corporation, whose address is W 808 Spokane Falls Blvd., Spokane, Washington 99201 (City) and the Northeast Community Center whose address is 4001 N Cook St, Spokane, WA 99207 (NECC), jointly referred to as "the parties."

WHEREAS, NECC is a neighborhood based 501(c)(3) non-profit organization dedicated to improving the quality of life for residents of northeast Spokane with emphasis on social, health, economical, educational and recreational needs; and

WHEREAS, the City owns the real property upon which building structures utilized by NECC for the provision of its services are located hereinafter referred to as "Community Center" or "Premises;" and

WHEREAS, the Gonzaga University Institute for Climate, Water and the Environment received a \$1.1 million grant awarded by the U.S. Environmental Protection Agency (EPA) to support the Institute's Smoke Ready Spokane project, a partnership with City, the Spokane Regional Clean Air Agency and the University of Washington; and

WHEREAS, the project is designed to expand preparedness for wildfire smoke which includes efforts to help reduce indoor exposure to pollutants in wildfire smoke in the City and community centers serving disadvantaged populations such as NECC; and

WHEREAS, the grant award is generally being dedicated to efforts intended to achieve these objectives such as health awareness outreach, air-quality monitoring, HVAC upgrades and a public-engaged process of developing smoke readiness plans for buildings and communities; and

WHEREAS, City received a portion of the grant funds (subaward) which will be used to reimburse NECC for incorporating some of these improvements into building improvements on the NECC premises.

NOW, THEREFORE, based on the foregoing, the parties enter into the following Agreement for the NECC premises

Section 1. Purpose. The purpose of this Agreement is to set out the parties mutual understanding of the smoke ready preparedness improvements and financing therefor on the NECC premises.

Section 2. Finance. Financing for the NECC premises smoke preparedness improvements shall be procured out of the U.S. EPA grant Gonzaga sub awarded City in the amount of \$455,985.

Section 3. Term and Termination. This Agreement will become effective when executed by all Parties and remain in effect until _____.

Section 4. Responsibilities of the Parties. The parties' respective responsibilities under this agreement are as follows:

- I. **NECC's Responsibilities.** NECC shall be responsible for completing the work outlined in the Scope of Work attached hereto as Exhibit A and timely invoicing City as expenses are incurred.
- II. **City's Responsibilities.** The City shall be responsible for timely reimbursing NECC when invoiced for expenses attributable to performing the Scope of Work outlined in Exhibit A.

Section 5. Indemnification.

Each party shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall indemnify, defend and hold harmless the other parties, its officers and employees from any and all claims, damages, liability and demands of any kind, or suits in law or equity arising from the indemnifying party's intentional or negligent acts or breach of its obligations under the Agreement. Each parties' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the other parties, its officers and employees.

Section 6. Insurance. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- 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 Parties' services to be provided under this contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the Parties' General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Parties or their insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Parties 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 Parties' services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Parties shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

CITY

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

Section 7. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

Section 8. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.

Section 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 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 agrees to comply with, and to require that all sub-contractors 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.

Section 10. Administrators. This Agreement shall be administered by the Parties designated representatives below:

A For City:

Name: Sarah Nuss, City of Spokane Director of Emergency Management, Office of the Mayor
Phone number: (509)435-7026
E-mail: snuss@spokanecity.org

B. For NECC:

Name: Nic Bowcut, NECC Facilities Manager
Phone number: (509)487-1603 ext. 217
E-mail: nbowcut@necommunitycenter.com

CITY OF SPOKANE

Northeast Community Center

By _____
Signature Date

By  22 Aug 24
Signature Date

Type or Print Name



Type or Print Name

Title



Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

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

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

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

<p><u>Northwest Community Center</u> Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p><u>Smoke Ready Spokane NECC praxis smoke preparedness</u> Program Title (Type or Print)</p>
<p><u>Dave Richardson</u> Name of Certifying Official (Type or Print)</p> <p><u>Executive Director</u> Title of Certifying Official (Type or Print)</p>	<p><u>[Signature]</u> Signature</p> <p><u>22 Aug 24</u> Date (Type or Print)</p>

Scope of Work

Grant Title: Smoke Ready Spokane

Primary Investigator: Dr. Brian Henning, Gonzaga University

Subaward Contact: Sarah Nuss, City of Spokane Emergency Management Director snuss@spokanecity.org

Subaward grant administrator: Michelle Murray, City of Spokane Accounting Director mmurray@spokanecity.org

Subaward amount requested: \$455,985

Performance Period Dates: 10/1/23 – 10/1/24

Subaward Work Description (up to 250 words):

The Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing deliverables & subaward goals & objectives. Throughout the project period, the EMD will participate in team meetings and will ensure the timely reporting of materials required by the primary investigator.

The City of Spokane is committed to executing the following activities:

1. HVAC System Assessment at Northeast Community Center: Assessing the HVAC system by evaluating N=25 Variable Air Volume boxes (VAV) for improvement.
 - Phase #1:** improve N=25 VAV boxes, by eliminating old pneumatic system, conducting testing and calibration work.
 - Phase #2:** update Alerton system by calibrating the updated system, commissioning full system functions for the contractor, and monitoring & alerts for system optimization.Systemwide Improvements include but aren't limited to:
 - Achieving a more efficient air flow
 - Realizing better capacity for carbon dioxide monitoring and indoor ventilation
 - Gaining an enhanced ability for using higher *Minimum Efficiency Reporting Values* (MERV) rated air filters
 - Adoption of ionizers throughout the system\Install Purple Air indoor and outdoor air quality monitoring at three City-owned community centers (Northeast Community Center, Dr. Martin Luther King Jr. Center and the West Central Community Center). See attachment for background on the target community centers.
2. Obtain portable air cleaners, for distribution to the public via community centers; leverage the three community centers as hubs for communication campaigns and subsequent distribution of free portable air cleaners to the public.
3. Develop, implement, and assess the effectiveness of a citywide “Wildfire Smoke Preparedness Plan”, through the City’s emergency management program. Test the plan with a tabletop exercise, within the program period, and implement any improvements per the after-action review process.
4. Assist with community survey implementation, as developed by Gonzaga University partners.

Administration & Timeline

Key Activity	Details	Timeline
Assessment of HVAC systems	Assess HVAC system at Northeast Community Center Phase #1) <ul style="list-style-type: none"> - Prep work begins; Final check of ordered products and approval to progress from the City of Spokane - Contractor demo of old system; replace with new system as we go to eliminate down time and maximize usage of the facility - Completion of VAV install; Final checks completed Phase #2) <ul style="list-style-type: none"> - Contractor install of additional sensors and sub stations for operation - Final tests of new system & commission of all new sensors and full operation of system; Project complete 	10/1/23 – 2/31/24 10/1/23 - 10/31/23 11/1/23 – 12/15/23 12/15/23 – 1/31/24 1/31/24 – 2/10/24 2/10/24 – 2/15/24
Air quality monitoring	<ul style="list-style-type: none"> - Install indoor and outdoor <i>air quality monitors (Purple Air)</i> at the three target community centers - Collect data and actively monitor for analysis 	10/1/23 – 11/1/23 11/1/23 – 3/31/24
Distribution of free air cleaners	<ul style="list-style-type: none"> - Work with the three target community centers to run a communication campaign with the community about the cost-free portable air cleaner distribution - Obtain & distribute cost-free portable air cleaners to the public 	5/1/24 – 6/1/24 6/1/24 – 7/1/24
Development <i>Wildfire Smoke Plan</i>	<ul style="list-style-type: none"> - Compile data and develop (draft) Citywide Wildfire Smoke Preparedness Plan - Implement the plan for wildfire season - Test the plan with a tabletop exercise (after action review) & implement identified improvements 	10/1/23 – 1/1/23 6/1/24 – 9/1/24 9/1/24 – 10/1/24
Administer survey	Assist with community survey implementation	5/1/24 – 10/1/24

Subaward Budget

Item		Cost
Staff time	Year 1 Emergency management staff time: 12 hours per month, for 3 months- (\$62/hour) + benefits @36.3% rate	\$3,043
	Year 2 Emergency management staff time: 12 hours per month, for 9 months- (\$62/hour) + benefits @36.3% rate + 3% cost of living increase	\$9,401
	<i>Year 1 + year 2 total Emergency Management salary cost:</i>	<i>\$12,443</i>
	Year 1 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate	\$2,127
	Year 2 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate + 3% cost of living increase	\$2,191
	<i>Year 1 + year 2 total City Facilities salary cost:</i>	<i>\$4,317</i>
	Total Staff Salary Cost:	\$16,760
Project costs	Assess HVAC system at Northeast Community Center, through a contractor <ul style="list-style-type: none"> - Part 1: Improve (25) VAVs. Cost per item, for N=25 VAVs: <ul style="list-style-type: none"> o Labor = \$4,800 o Materials = \$2,279 o Sub-Contractor = \$4,000 o Equipment = \$875 o Permits = \$375 	\$308,225
	<ul style="list-style-type: none"> - Part 2: Update the Alerton system <ul style="list-style-type: none"> o Front end work, includes: new graphics package, Direct Digital Control programming, and engineering = \$20,000 o (25) VAVs =\$4,000/Box (includes pneumatic demo, and new: controller, actuator, HTG valve, supply air temp, and thermostat. o Tax = \$11,000 	\$131,000
	Total Project Cost:	\$439,225
Grand Total		\$455,985



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/29/2024

Clerk's File #

OPR 2023-0017

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

ARIELLE M. 509-564-5278

Requisition #

Contact E-Mail

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680 - FINAL TRAC ONE-MONTH EXTENSION AMENDMENT

Agenda Wording

Request to amend TRAC Contract for \$620,000 with ROW/ARPA funds.

Summary (Background)

These funds will be used to support the phaseout of TRAC throughout the month of October 2024.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 620,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

None. Any additional staff time will be required.

Amount

Budget Account

Expense \$ 620,000

1540-95655-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

ANDERSON, ARIELLE M.

Division Director

KINDER, DAWN

Accounting Manager

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

arielleanderson@spokanecity.org

dnorman@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle M Anderson
Contact Email & Phone	arielleanderson@spokanecity.org
Council Sponsor(s)	<u>Zappone, Klitzke, Bingle</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Approval to amend TRAC Contract for one month with Commerce ROW Funding for a maximum amount of \$620,000.
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>CHHS requests that OPR 2023-0017 be amended to include the final payment of \$620,000 for the month of October 2024 to The Salvation Army. This extension will be supported with the Commerce ROW funding.</p> <p>Extending out the TRAC contract by one-month will provide TSA and Revive an opportunity to engage in an in-depth approach to case conferencing with the community (including State agencies) to identify alternative housing solutions for participants currently staying at TRAC. As noted in the Amendment (attached) there is a timeline associated with the reduction in services and the number of participants served over the next eight (8) weeks. The Salvation Army (TSA) will facilitate a weekly meeting with providers and come prepared to discuss the folks listed on the By Names List.</p> <p>The first meeting was August 29, 2024, and we had a total of 30 agencies attend. During this meeting, there was agreement that we should strive to identify the different sub populations currently at TRAC. Specifically, identifying individuals who are medically fragile, those who are employed, those who are Young Adults, etc., would allow us to be more focused in the case management approach.</p> <p>Additionally, the hope is that the Navigation Center will be up and running by October and can provide an additional pathway for a limited number of individuals with beds while they await openings in other ES, TH or PH projects.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Current year cost: Subsequent year(s) cost:	
Narrative: The contract amount is \$620,000 to be disbursed from the ROW Commerce Funds.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is a one-month contract extension for October 2024.	
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.)
Operations Impacts (If N/A, please give a brief description as to why). <i>None.</i>
What impacts would the proposal have on historically excluded communities? <i>This one-month extension will provide the Community more time to effectively re-house (ES, TH or PH) our current TRAC participants.</i>
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>We will utilize CMIS to capture outcome measurements as identified in the contract. We will also be using a By Names List (BNL) during the course of our Case Conferencing Meetings.</i>
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>The BNL will be a useful tool to have as we work through the different sub populations and their unique needs. Further, we will continue to use CMIS for data collection purposes and to help inform us of current enrollments and any critical documentation that has been uploaded into a client's dashboard in CMIS.</i>
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? <i>This program aligns with the CoC's Five Year Strategic Plan to End Homelessness.</i>



City of Spokane
CONTRACT AMENDMENT/EXTENSION
**Title: TRAC Shelter Amendment E with
The Salvation Army**

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **The Salvation Army**, a California nonprofit corporation registered to do business in Washington, whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 with a local business address at 222 E Indiana, Spokane, WA 99207 as ("GRANTEE").

WHEREAS the parties entered into an Agreement wherein the GRANTEE agreed to administer Services and Operate a Shelter for those experiencing homelessness at the Trent Resource and Assistance Center (TRAC); and

WHEREAS an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and

WHEREAS work and time to perform has been requested by the City, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS additional funds are necessary to complete the Project, and

WHEREAS the Grantee agrees to the CMIS Terms and Conditions as attached; and

WHEREAS additional funding has been made available under the Commerce ROW Funding.

WHEREAS the parties desire to EXTEND funding FOR ONE-MONTH and MODIFY the corresponding Scope of Services; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 9, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on October 1, 2024, and shall run through October 31, 2024. Nothing in this section shall be deemed to prohibit the City from terminating the Agreement prior to October 31, 2024, pursuant to Section 10 of this original Agreement.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by the amount not to exceed **SIX HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$620,000.00)** for everything furnished and done under this Amendment which equates to a new Total Agreement amount not to exceed **SIXTEEN MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND AND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$16,245,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

Category	Amount
SHELTER OPERATIONS 2022	\$ 1,097,322.00
SHELTER OPERATIONS 2023	\$ 4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$ 3,500,000.00
SHELTER OPERATIONS AMENDMENT B	\$ 3,730,000.00
SHELTER OPERATIONS AMENDMENT C	\$ 700,000.00
SHELTER OPERATIONS AMENDMENT D	\$ 2,480,000.00
SHELTER OPERATIONS AMENDMENT D SURGE	\$ 195,000.00
SHELTER OPERATIONS AMENDMENT E	\$ 620,000.00
TOTAL	\$ 16,865,586.00

SHELTER OPERATIONS AMENDMENT E SPENDING ALLOWABILITY

SHELTER OPERATIONS AMENDMENT E	\$620,000.00 (for the month of October 2024 only)
--------------------------------	---

4. SCOPE OF SERVICES. The scope of services to be performed under this one-month extension will include the same sheltering services as in the original agreement dated January 9, 2023. This includes maintaining a 24/7 operating model, provision of meals, light case management. In addition, beginning in September of 2024, GRANTEE will decrease the number of shelter participants on a regular cadence. The reduction in numbers shall follow the agreed upon dates:

Date	Max Bed Capacity
9/1	225
9/9	200
9/16	175
10/1	125
10/15	75
11/1	0

The City shall monitor the numbers above on a weekly basis to ensure compliance. In addition, GRANTEE agrees to facilitate a weekly case conferencing meeting with a variety of providers that will assist in finding emergency, transitional or permanent housing solutions.

5. EXTENSION. The contract documents are hereby extended and shall run through October 31, 2024.

6. COMPENSATION. The City shall pay Grantee a maximum amount not to exceed SIX HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS, (\$620,000.00), **for the entire month of October 2024**, for everything furnished and done under this Contract Amendment/Extension.

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 Amendment by having legally binding representatives affix their signatures below.

<p>THE SALVATION ARMY</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED:</p> <p>_____</p> <p>Assistant City Attorney</p>
---	--

Attachments that are part of this Contract Extension:

ARPA General Terms and Conditions

CMIS requirements

Attachment H

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.2

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, 3 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 4 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 principal 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 Procure Ware 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.

CMIS requirements

CMIS

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The CMIS Program Manager is responsible for certifying a database as “comparable”.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month**. CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Court Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMIS@spokanecity.org.

Annual Performance Report

The GRANTEE shall verify the accuracy and completeness of all data contained within the Annual Performance Report ("APR") within twenty (20) days of the termination of this Agreement. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete as possible by sending notice in the form of an email communication to CMIS@spokanecity.org including the grant identifier of the project. The GRANTEE shall follow the APR process as outlined in by the CITY.

Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the CMIS Committee of the CoC Board.

ATTACHMENT H

Spending and Funding Breakdown OPR 2023-0017

Expenses through June 2024

Source / Year	2023	2024	Total	ALN #	Source	Agency	Award #
ARPA - SLFRF	\$ 2,979,348.64	\$ 3,172,238.77	\$ 6,151,587.41	21.027	Federal	US Dept. of Treasury (Revenue Replacem	SLT-0533
RoW Year 1	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	21.027	Federal	Commerce passed through Treasury	SFY23-46141-014
Row Year 2	\$ 1,725,000.00	\$ -	\$ 1,725,000.00	n/a	State	Wa. State Dept. of Commerce	SFY23-46141-014
Row Year 3	\$ -	\$ -	\$ -	n/a	State	Wa. State Dept. of Commerce	SFY23-46141-014
Real Estate Excise Tax	\$ 1,611,497.15	\$ -	\$ 1,611,497.15	n/a	Local	City of Spokane	n/a
Criminal Justice Fund	\$ 786,644.85	\$ -	\$ 786,644.85	n/a	Local	City of Spokane	n/a
Inflationary Year 1	\$ 324,853.36	\$ 759,114.64	\$ 1,083,968.00	n/a	State	Wa. State Dept. of Commerce	24-63336-209
City of Spokane Local	\$ 443,242.00	\$ -	\$ 443,242.00	n/a	Local	City of Spokane	n/a
	\$ 9,870,586.00	\$ 3,931,353.41	\$ 13,801,939.41				

Funding Sources for Remaining Budget July 2024 - October 2024

Source	Budget	ALN #	Source	Agency	Award #
ARPA - SLFRF	\$ 1,058,477.00	21.027	Federal	US Dept. of Treasury	SLT-0533
RoW Year 3	\$ 1,616,523.00	n/a	State	Wa. State Dept. of Commerce	SFY23-46141-014
	\$ 2,675,000.00				

***** Expenses for July through October will utilize RoW Year 3 funding first, and any unspent funding on the contract will be ARPA funding.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/29/2024

Clerk's File #

OPR 2024-0771

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

ARIELLE M. 509-564-5278

Requisition #

CR 26678

Contact E-Mail

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680 - HOPE HOUSE AMENDMENT

Agenda Wording

Request to amend Hope House Contract for \$1.2m with ARPA funds.

Summary (Background)

These funds will be used to support the transition from a congregate Emergency Housing model to Transitional Housing.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,200,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

None. Any additional staff time will be required.

Amount

Budget Account

Expense \$ 1,200,000

1425-88155-57215-54201-97236

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle M Anderson
Contact Email & Phone	arielleanderson@spokanecity.org
Council Sponsor(s)	<u>Klitzke, Zappone, Bingle</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Approval to amend the 2024-2027 HHOS Hope House contract with an additional \$1.2m.
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>CHHS requests Council approval to amend the 2024-2027 HHOS Hope House contract to include an additional \$1.2m of ARPA funds to help support their shift from congregate shelter to a transitional housing model.</p> <p>For last couple of years, Hope House has faced much adversity with maintaining operations at their Emergency Shelter for Women, located at 111 W 3rd 99201. Due to this uncertainty, it was decided, by VOA leadership, that transitioning to a new model would create greater stability for the guests, staff and the community.</p> <p>These funds will guarantee continued operations from September 1, 2024, thru July 30, 2025. During this time, Hope House will, with the assistance of community providers, work to find permanent or transitional housing placement for the guests.</p> <p>VOA has provided the City with a detailed Phase Out Plan as well as a Closure Action Plan (both attached to this briefing paper). VOA Leadership has agreed to attend the Urban Experience Committee, on a quarterly basis, to provide updates on the benchmarks outlined in the Phase Out Plan. Additionally, the City will monitor progress and provide support when requested by VOA.</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: Current year cost: N/A Subsequent year(s) cost: N/A</p> <p>Narrative: The contract amendment is \$1,200,000. The CHHS Department will not withhold any administrative costs and instead any costs (which will be nominal) will be absorbed into the current HHOS contract with the Hope House.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is less than a one-year contract. September 1, 2024-July 30, 2025.</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). *As noted above, there will be minimal costs with this associated amendment. Concurrent with the phase out plan, Hope House will continue to operate the Emergency Shelter model for a portion of the year, thus, where the contract will change slightly, it will have a de minimis impact.*

What impacts would the proposal have on historically excluded communities? *The CHHS Department believes that getting ahead of the closure/transition, to the extent that this amendment provides, will allow a more holistic and trauma informed approach.*

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? *We will utilize CMIS to capture outcome measurements as identified in the contract. In addition, the contract requires deep community collaboration and consistent meetings throughout the year. The City will monitor the contractual requirements and will meet with the HCA (Health Care Authority) on a monthly basis to ensure contract compliance.*

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? *In addition to the quantitative data that will be captured, we will lean into the community of stakeholders throughout this grant cycle to solicit ongoing feedback in regard to the program's efficacy/success.*

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 aligns with the CoC's Five Year Strategic Plan to End Homelessness.*



CITY OF SPOKANE
CONTRACT AMENDMENT
**Title: HOPE HOUSE EMERGENCY SHELTER
FOR WOMEN**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON & NORTHERN IDAHO** whose address is 525 West Second Avenue, Spokane, WA, 99201 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the CITY the HOPE HOUSE EMERGENCY SHELTER FOR WOMEN; and

WHEREAS, the GRANTEE was selected through the competitive Homeless, Housing, Operations, and Services (HHOS) RFP issued by the CITY on September 8, 2023; and

WHEREAS, the GRANTEE was awarded \$100,000 PER YEAR for a period of THREE-YEARS, based upon performance, through the Homeless Housing Assistance Act (HHAA) funding; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance No. C36176, Section 1 (D), passed on March 7, 2022; and

WHEREAS, the Grantee 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 original Agreement, dated **INSERT DATE HERE**, is 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 Agreement Amendment shall become effective on October 1, 2024, and shall run through June 30, 2025. Nothing in this section shall be

deemed to prohibit the City from terminating the Agreement prior to June 30, 2025, pursuant to Section 10 of this original Agreement.

3. AMENDMENTS.

BUDGET. The total amount City shall pay GRANTEE is increased by the amount not to exceed **ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00)** for everything furnished and done under this Amendment which equates to a new Total Agreement amount not to exceed **ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in the original Agreement):

Category	Amount
SHELTER OPERATIONS 2024	\$ 100,000.00
ORIGINAL TOTAL	\$ 100,000.00

SHELTER OPERATIONS AMENDMENT A SPENDING
ALLOWABILITY

SHELTER OPERATIONS 2024 AMENDMENT A	\$1,200,000.00
AMENDED TOTAL	\$1,300,000.00

- 4. SCOPE OF SERVICES.** The scope of services to be performed under this AMENDED AGREEMENT will include the same sheltering services as in the original agreement dated **INSERT DATE HERE**, and now include a phase-out approach in order to transition from a congregate style emergency shelter to a transitional housing model.

The CITY shall monitor, monthly, the proposed benchmarks outlined in Attachment A and GRANTEE will report out to City Council no less than on a quarterly basis, the status of maintaining the cadence laid out for the transition. Further, GRANTEE agrees to facilitate a monthly case conferencing meeting with a variety of providers who will assist in finding emergency, transitional or permanent housing solutions for Hope House guests.

- 5. COMPENSATION.** The City shall pay GRANTEE a maximum amount not to exceed **ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS**

(\$1,200,000.00), for everything furnished and done under this Contract Amendment.

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 Amendment by having legally binding representatives affix their signatures below.

<p>HOPE HOUSE OF EASTERN WASHINGTON AND NORTHERN IDAHO</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>ATTEST</p> <p>_____</p> <p>City</p>	<p>APPROVED</p> <p>_____</p> <p>Assistant City Attorney</p>
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ATTACHMENTS:

ARPA General Terms and Conditions

Phase Out Timeline and Key Milestones

Suspension and Debarment

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

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

VOA/Hope House Business Model Transition

AREAS	TASKS	TIMELINE
PARTICIPANTS SUPPORT	Conduct individual assessments for each participant to determine their needs and potential housing options.	Ongoing
	Collaborate with local housing agencies, shelters, and service providers to secure placements.	Ongoing
	Utilize additional case management support from VOA for placement of these women	Ongoing
FINANCE PLAN	VOA will complete the feasibility study to determine full business line cost and potential funding resources to create a new stabilization/transitional housing support center with respite.	31-Dec-24
	VOA will begin contract discussions with HCA, Spokane County and other funders outside the homeless response system to fund a new stabilization/transitional housing support center with respite.	28-Feb-25
	Recruitment of community partners to assist with housing HH women. Creation of the BNL of HH women to be used in case conferencing	28-Feb-25
COMMUNICATION PLAN	Begin regularly scheduled case conference meetings to house HH women	31-Mar-25
	Meet with Council at Urban Experience quarterly to update City Council of the status of plan	Quarterly
SERVICE MANAGEMENT	No new intakes: Stop accepting new participants into the shelter.	1-May-25

	Enforce a policy where participants who leave or are asked to leave cannot return. They will be allowed to continue to meet with their case manager for housing assistance	2-May-25
TRANSITION	Close congregate shelter model	1-Jul-24
	If contracts are in place, open new model on July 1. If not, VOA will secure the building as it continues business plan implementation for the new model.	1-Jul-24

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.

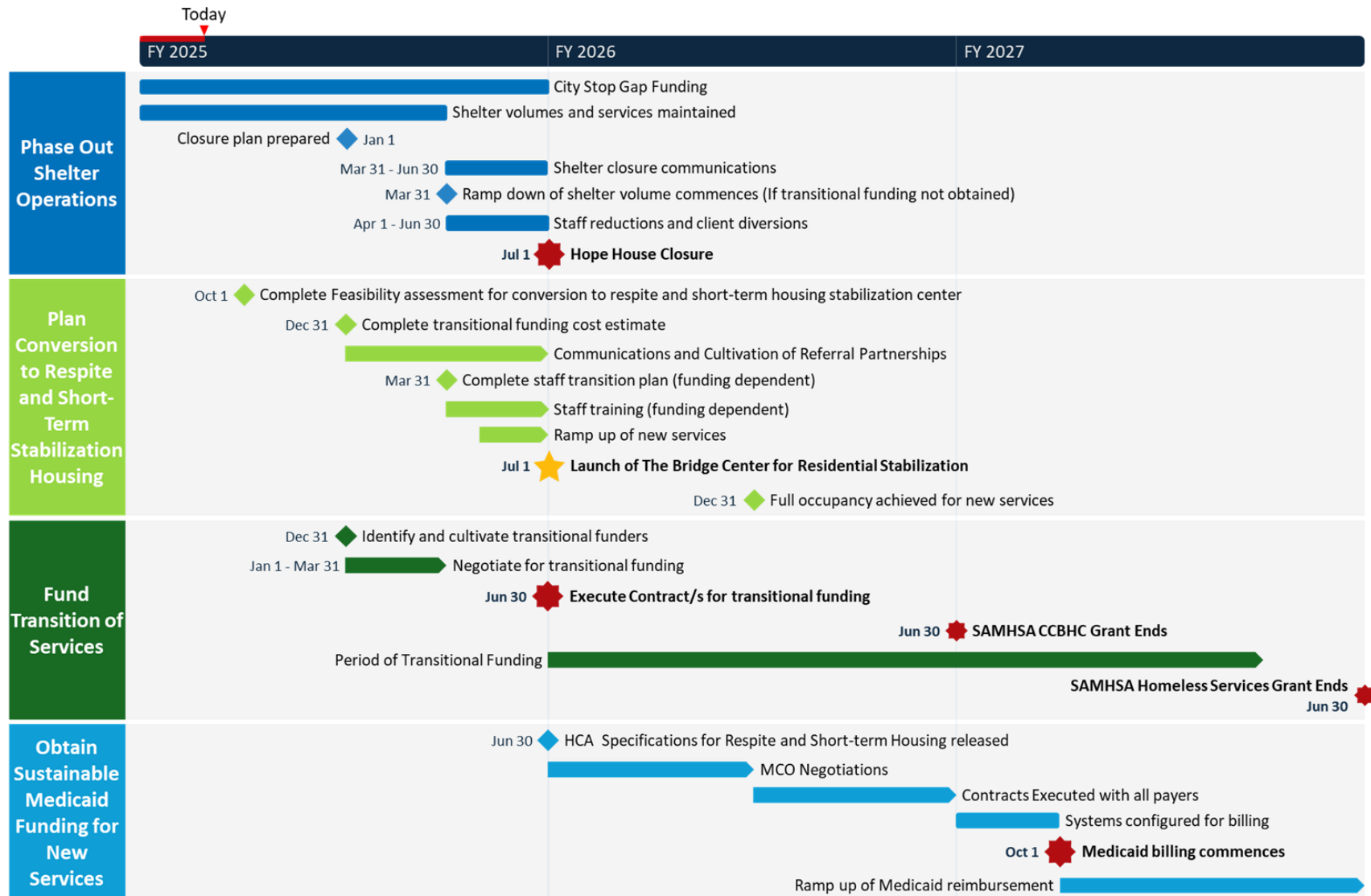
Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United 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.

Closing Hope House Shelter and Converting to a Bridge Center for Respite and Stabilization Housing: Key Milestones and Dependencies

Hope House will close 80 shelter and 20 respite beds by 7/1/25 if no transition funding is obtained.

If transition funding is obtained, VOA will be able to convert up to 50 beds into a new Bridge Center for Respite and Stabilization Housing.

Engagement with the Medicaid plans will be pivotal to long-term sustainability of the new Center.





Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/27/2024

Clerk's File #

OPR 2023-1228

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

HEATHER PAGE 6578

Requisition #

CR26667

Contact E-Mail

HPAGE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680 - VETS ON N. LACEY HOME PROJECT

Agenda Wording

Council approval of the contract documents associated with OPR 2023-1228, the funding approval for the Vets on N. Lacey HOME funded affordable housing project.

Summary (Background)

On November 27, 2023 City Council approved the 2023 HOME Investment Partnership Program funding recommendations. One of the projects approved for funding was the Vets on N. Lacey project. The project consists of new construction of 12 units of affordable rental housing. There will be 12 one-bedroom units. The Project provides: twelve (12) units serving households of up to 30% AMI. The Project will have eight (8) City HOME-assisted units serving the following: eight(8) 1-bedroom units at 30% AMI.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,500,000

Current Year Cost \$ 1,500,000

Subsequent Year(s) Cost \$

Narrative

HUD grant funds are used to fund this award.

Amount

Budget Account

Expense \$ 1,500,000

1710-95579-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	John Gammal, Heather Page
Contact Email & Phone	jgammal@spokanecity.org ; hpage@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- Approval of Contract Documents related to OPR 2023-1228 Vets on N. Lacey
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>On November 27, 2023 City Council approved the 2023 HOME Investment Partnership Program funding recommendations. One of the projects approved for funding was VOA's Vets on N. Lacey project. The project consists of new construction of 12 units of affordable rental housing. There will be 12 one-bedroom units. The Project provides: twelve (12) units serving households of up to 30% AMI. The Project will have eight (8) City HOME-assisted units serving the following: eight (8) 1-bedroom units at 30% AMI. The affordability period is 40 years. The HOME Investment Partnership funds invested by the City is \$1,500,000. CHHS is requesting approval of the contract documents associated with this funding allocation.</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 type="checkbox"/> N/A</p> <p>Total Cost: <u>1,500,000</u></p> <p> Current year cost: 1,500,000</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Use of Hud HOME funds to fund affordable housing activity.</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: Grant HUD HOME Investment Partnerships Program funds</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</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?	
Vets on N Lacey will provide affordable housing to extremely-low-income Veterans in Spokane.	
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?	

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

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 as outlined in each contractual agreement. Additionally, the HOME program operates under HUD's oversight and performance metrics are reported yearly through the CAPER.

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 HOME funding recommendations align with the five-year Consolidated Plan and move the City forward in meeting its goals of increasing new affordable housing inventory.

AFTER RECORDING RETURN TO:

City of Spokane,
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

HOME PROGRAM AGREEMENT

GRANTOR: VOA N. LACEY, LLC

GRANTEE: CITY OF SPOKANE, WASHINGTON

ABBREVIATED LEGAL: PTN LT 25, BLK 26 MORGAN'S ACRE PARK ADD TO HILLYARD

Additional legal on Exhibit A of document

ASSESSOR'S ACCOUNT NO.: 36331.0159

RELATED DOCUMENT(S): N/A

HOME PROGRAM AGREEMENT

THIS HOME PROGRAM AGREEMENT (the "HOME Agreement") entered into this ____ day of October, 2024 (the "Effective Date"), by and between the City of Spokane, Washington, a political subdivision of the State of Washington, through its Community, Housing and Human Services Department (the "City"), whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201 and VOA N. Lacey, LLC, a Washington limited liability company, whose address is C/o Kiemle & Hagood Company, 601 West Main, Suite 400, Spokane WA 99201, (the "Owner"), and is part of the consideration for the financial assistance provided by the City to Owner, for the purpose of new construction of 12 units of affordable rental housing known as Vets on N. Lacey (the "Project"). There will be 12 one-bedroom units. The Project provides: twelve units serving households of up to 30% AMI, located at 6208 N Lacey Street in Spokane, WA 99208 and as legally described in Exhibit A attached hereto and incorporated herein by reference as though fully set forth.

WITNESSETH:

WHEREAS, the Owner desires to acquire and operate the Project which is located in the City of Spokane WA; and

WHEREAS, the City is authorized by the Constitution and laws of the State of Washington to make loans to the owners and developers of low-income rental housing, and desires to increase the supply of affordable housing within the City of Spokane; and

WHEREAS, the City proposes to a make a secured loan to the Owner in the principal amount of \$1,500,000.00, using HOME Investment Partnership Program (Catalog of Federal Domestic Assistance Number 14.239) funds (the "City Loan") to provide permanent financing for the Project, which City Loan will be evidenced by a City Promissory Note and Loan Agreement and secured by a City Deed of Trust from the Owner to a trustee for the benefit of the City as described below; and

WHEREAS, the Owner agrees to abide by all of the regulations associated with the HOME Investment Partnerships Program (Catalog of Federal Domestic Assistance Number 14.239) and the terms and conditions stated in this HOME Program Agreement.

WHEREAS, the Owner represents and warrants that they are currently duly licensed to perform all activities that it will perform pursuant to this HOME Agreement. Owner shall maintain all necessary licenses and certifications for the term of this HOME Agreement. Owner shall provide a copy of its current business license upon execution of this HOME Agreement, and within thirty (30) days of any renewals occurring throughout the duration of this HOME Agreement.

WHEREAS, to the extent that Owner has any employees, Owner shall perform a Washington State Patrol criminal background check on all employees. Owner shall also provide assurance that all current or prospective employees, interns or volunteers who will or may have unsupervised access to children under the age of sixteen (16), expectant mothers, developmentally disabled persons and vulnerable adults shall have background checks conducted in accordance with RCW 43.43.830-845.

NOW, THEREFORE, the Owner does hereby impose upon the Project the following covenants, restrictions, charges and easements, which shall run with the land and shall be binding and burden the Project and all portions thereof pursuant to the terms hereof.

SECTION 1. DEFINITIONS

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above. Capitalized terms not defined herein shall bear the meaning given them in the City Loan Documents in which they appear. The following terms shall have the respective meanings set forth below for the purposes of this HOME Agreement and all City Loan Documents, unless otherwise specified herein.

- i. “Act of Bankruptcy of the Owner” means the filing of a petition in bankruptcy or commencement of a bankruptcy, insolvency or similar action at law or equity.
- ii. “Affordability Period” means (i) for HOME affordability requirements, a period of time not less than 20 years, beginning after Project Completion (the “HOME Affordability Period”) and (ii) for City affordability requirements, 40 years, beginning after Project Completion, as determined by the Director (the “City Affordability Period”). The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are referred to as the “Affordability Period.” Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of other loan documents apply, if there are funds owing under the note.
- iii. “Business Day” means a day other than a Saturday, a Sunday or a day on which banks in the City of Spokane are authorized or obligated by law or executive order to close.
- iv. “Community Housing Development Organization” means a private non-profit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves.
- v. “City” means the City of Spokane, Washington organized and existing under the laws of the State of Washington.
- vi. “City Deed of Trust” means the City Deed of Trust, Security Agreement, and Assignment of Leases and Rents of even date herewith, granting a mortgage on and security interest in, the land, subsequently erected buildings, structures, appliances and equipment comprising the Project, executed and delivered by the Owner to a trustee in trust for the benefit of the City, securing the repayment of the obligations of the Owner to the City under the other City Loan Documents.
- vii. “City Loan” means the loan evidenced by the Promissory Note and Loan Agreement and secured by the City Deed of Trust from the Owner, to provide financing for the construction of the Project.
- viii. “City Loan Agreement” means the Promissory Note and Loan Agreement executed by the Owner to evidence the principal amount of the City Loan.
- ix. “City Loan Documents” means this HOME Agreement, the City Promissory Note and Loan Agreement, City Deed of Trust, Certificate and Indemnity Regarding Hazardous Substances and UCC-1 Financing Statement and Exhibits.
- x. “Event of Default” means any of the events described as an event of default in the City Loan Documents.
- xi. “Fixed” means HOME units initially designated as HOME-assisted units remain designated as HOME-assisted units for the entire Affordability Period—regardless of if the unit becomes

- vacant or when an existing tenant becomes over-income.
- xii. “Floating” means HOME units initially designated as HOME-assisted, can change or “float” among all comparable units within the same HOME-assisted rental property, as properties are vacated and/or tenants’ incomes go over-income. Units may change during the Affordability Period as long as the total number of HOME-assisted units in the project remains constant.
 - xiii. “Funding Requisition” means the requisition form requesting disbursement of moneys from the City in the form mutually agreed to by the parties.
 - xiv. “HOME Agreement” means this Restrictive Covenant and HOME Agreement as supplemented and amended from time to time.
 - xv. “HOME-assisted unit” shall mean each of the eight (8) units which are designated as “Home Assisted” for purpose of the Home Investment Partnership Program to be rented by Qualified Tenants. The HOME-assisted units shall be “floating.”
 - xvi. “HOME Program Rent Limits” means rent that does not exceed 30 percent of the annual income of a family whose income does not exceed 30 percent of the area median income as determined by HUD in eight (8) units. HUD provides the HOME rent limits which include adjustments for the number of bedrooms in the unit, average occupancy per unit and adjusted income assumptions, pursuant to 24 CFR §92.252.
 - xvii. “HOME Rental Agreement” means a written contract between the Owner and each Tenant of a HOME-assisted unit.
 - xviii. “HOME Tenant” means an individual or family resident of a HOME-assisted unit who is party to a HOME Rental Agreement, as described in this HOME Agreement.
 - xix. “Income Determination and Verification” means that the owner will determine initially and annually thereafter, the annual household income and assets according to the 24 CFR Part 5 definition of annual income to ensure each individual or family is income eligible to occupy a HOME-assisted unit. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD *Technical Guide for Determining Income and Allowances Under the HOME Program*.
 - xx. “Owner” means VOA N. Lacey, LLC, a Washington limited liability company, and its successors and assigns.
 - xxi. “Person” means any natural person, firm, partnership, association, corporation, limited liability company, limited partnership, trust or public body.
 - xxii. “Project” means the real property legally described in Exhibit A hereto and all buildings, structures, fixtures, equipment and appliances (whether permanently attached or not), and other improvements now or hereafter constructed or installed upon said real property.
 - xxiii. “Project Completion” means the point in time when all title transfer requirements are met, construction is complete, property standards are met, final drawdown of HOME funds are disbursed for the project, and Project Completion information is entered into IDIS. For rental projects: completion occurs upon completion of construction but before occupancy.
 - xxiv. “Qualified Tenants” means the following: eight (8) households with gross annual household incomes at the time of Initial Occupancy that does not exceed thirty percent (30%) of the area median income for the Spokane Metropolitan Statistical Area, adjusted for family size, as defined from time to time by the United States Department of Housing and Urban Development (“HUD”).

- xxv. “State” means the State of Washington.
- xxvi. “Transferee” means the person, to whom the Owner sells, transfers to or disposes of the Project or any portion thereof (other than by leasing, renting or contracting for tenant use of a HOME-assisted unit as contemplated in this HOME Agreement).

SECTION 2. USE OF FUNDS

A. Project Description/Address

- i. The Owner shall use the City Loan for new construction of rental housing located in the City of Spokane, Washington, identified as parcel numbers 36331.0159 and 36331.0134 and as legally described in Exhibit A.
- ii. The HOME Investment Partnership Program funds invested by the City in the Project will be in the principal amount of \$1,500,000.00. The use of the City Loan is to provide permanent financing for new construction and development costs, as stated in the attached budget (Exhibit C).
- iii. The Project shall consist of new construction of 12 units of affordable rental housing. There will be 12 one-bedroom units. The Project provides: twelve (12) units serving households of up to 30% AMI. The Project will have eight (8) City HOME-assisted units serving the following: eight (8) 1-bedroom units at 30% AMI.
- iv. The City HOME-assisted units shall be floating units. With the floating designation, the units originally designated as HOME-assisted may change during the Affordability Period as long as the total number of HOME-assisted units in the project remains constant. The HOME-assisted units must remain comparable to the non-assisted units over the period of affordability in terms of size, features, and shall not be geographically segregated from other units in the Project.

B. Project Construction/Timeline

- i. Construction of this Project shall comply with: the Washington State Building Code Act, RCW 19.27 and local building codes; housing codes; licensing requirements; International Energy Conservation Code (IECC); Section 504 of the Rehabilitation Act of 1973; Fair Housing Act, 42 U.S.C. 3606-3619; Site and Neighborhood Standards found at 24 CFR §983.6 (b); the Model Energy Code referenced in §92.251(a)(1); and other requirements regarding the condition of the structure and the operation of the Project. The Project must also maintain compliance with the physical standards of 24 CFR 92.251 and be operated consistent with applicable tenant protection, affirmative marketing, and fair housing requirements of Subpart F of 24 CFR 92 throughout the Project’s HOME Affordability Period.
- ii. The Project shall be constructed according to the plans and specifications as submitted and incorporated by reference. Any and all changes to the plans and specifications will need to be forwarded to the City for review and approval prior to implementation. Failure to provide the City with changes and or implementation of changes prior to receiving approval may result in delayed or withheld payments of HOME funds from the City.
- iii. The Project shall be constructed according to the timeline submitted and approved by the City and is attached to this Agreement as Exhibit B. Failure to complete various stages of construction according to the timeline may result in delayed or withheld payments of HOME funds from the City.

SECTION 3. AFFORDABILITY

A. HOME Affordability Period

- i. The HOME-assisted units must meet the affordability requirements for not less than 20 years from the date of Project Completion. (See definition of Project Completion) The City will provide the start and end date of the Project's Affordability Period in writing to the Owner. The affordability requirements apply without regard to the term of the loan or transfer of ownership, except that the affordability requirements may terminate upon foreclosure or transfer in lieu of foreclosure for the purposes of clearing the title. If upon foreclosure the Project no longer meets the affordability requirements under the HOME Program, the Owner shall be required to repay the total amount of the HOME investment to the City. The affordability restrictions shall be revived according to the original terms if, during the original Affordability Period, the Owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former Owner(s) or those with whom the former Owner(s) has or has family or business ties, obtains an ownership interest in the Project or property. In the event of foreclosure or deed in lieu of foreclosure, City reserves the right, but not the obligation, of first refusal or other preemptive rights to purchase the property to preserve affordability pursuant to 24 CFR 92.252(e).

B. Securing Affordability

- i. The Owner hereby declares its express intent that, during the term of this HOME Agreement, the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title, including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and restrictions, contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

C. Rents and Utility Allowances

- i. Initially and annually thereafter, the Owner shall determine the household income of each individual or family residing in a City HOME-assisted unit according to 24 CFR Part 5. The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period including income from assets. The purpose of this determination is to ensure that the household is income eligible at the time of move in and continues to be eligible throughout their occupancy of a HOME-assisted unit for the remainder of the Affordability Period. It also ensures that the income targeting of the Project is met. That means qualified tenants reside in eight (8) HOME-assisted units with rent that does not exceed 30 percent of the annual income of the family whose income does not exceed 30 percent of the area median income at initial lease up.
- ii. The City shall provide the Owner with the initial maximum HOME Rent and Income Limits applicable at time of lease up of the project and is attached as Exhibit D. For the eight (8) City HOME-assisted units subject to the maximum rent limitations for which a tenant is paying utilities. The Owner shall use the HUD Utility Schedule Model (HUSM) to determine a

project's annual utility allowance or otherwise determine a project's utility allowance based upon the utilities used at the project. Web access to HUSM can be accessed at: <https://www.huduser.gov/portal/datasets/husm/uam.html>. The maximum rent a tenant can be charged initially is: the applicable current HOME Rent for a 1-bedroom unit at 30%, which is \$550.00 minus the applicable utility allowance for tenant paid utilities.

- iii. Regardless of changes in Fair Market Rents (FMR) and median incomes over time, the HOME rents for the Project are not required to be lower than the HOME rents in effect at the time of the Project commitment. The City will provide the owners(s) with information on updated HOME rent and income limits on an annual basis during the Affordability Period so that rents may be adjusted upon review and approval by the City in accordance with procedures outlined in this Agreement.
- iv. Prior to implementing initial rents and utility allowances in the HOME-assisted units and for any increases in rents of the HOME-assisted units after the initial lease up period, the Owner must receive written approval from the City. The notification must be submitted in writing by the Owner to the City for review. The City will provide written notification of approval or denial. For any approved rent increases after initial occupancy, the Owner must provide each tenant written notification no less than 30-days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions in the lease agreements. Generally, the Owner cannot increase the rent during the initial lease period.
- v. A qualified tenant shall continue to be so qualified, until the annual Income Determination and Verification reflects that the HOME-assisted tenant's income exceeds 80% of the applicable Area Median Income. Once it is determined that a HOME-assisted tenant's income exceeds 80 percent of the applicable Area Median Income, then the tenant must pay as rent, 30 percent of the family's adjusted income. Additionally, in those HOME-assisted units designated as floating, tenants who no longer qualify as low-income are not required to pay rent in an amount that exceeds the market rent for comparable, unassisted units. See, 24 CFR §92.252 (i)(2). Once a tenant's income exceeds 80 percent of the applicable Area Median Income, that unit will no longer be considered HOME-assisted and the next available unit will be designated as a HOME-assisted unit and will be leased to an income qualified tenant to replace the unit lost by the over income tenant and to maintain, to the extent possible, eight (8) HOME-assisted units in the Project at all times during the Affordability Period.

SECTION 4. PROJECT REQUIREMENTS

A. Tenant Selection

- i. When selecting tenants for occupancy in HOME-assisted units, the Owner shall not apply selection criteria to a potential tenant that is more burdensome than selection criteria applied to any other tenant or potential tenant.
- ii. Owners are prohibited from charging fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. However, Owners may charge reasonable application fees to prospective tenants, may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and may charge fees for services such as bus transportation or meals, as long as such services are voluntary. (§92.504(c)(3)(xi).
- iii. The Owner must develop and submit a Tenant Selection Policy to the City, for approval, prior to engaging in any screening efforts.
- iv. The Owner(s) must adopt written tenant selection policies and criteria that:
 - 1) Are consistent with the purpose of providing housing for extremely and very low-income

families;

- 2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
- 3) Provide for selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
- 4) Give prompt written notification to any rejected applicant of the grounds for any rejection. (§92.253(d))

Notwithstanding the foregoing subsection 3) above, an additional requirement shall be for the any apartment units which will have project-based HUD-VASH rental assistance. Tenants to occupy those units must be approved for eligibility by the VA. If one of those apartment units goes vacant and the next household on the waitlist is not or no longer eligible, the Owner must either pass over them or remove them from the waitlist.

- v. Under the Violence Against Women Act, (VAWA) the Owner must provide the Notice of Occupancy Rights and Certification - forms (HUD-5380 and HUD-5382) at the time an applicant is admitted to a HOME-assisted unit or denied approval of a HOME-assisted unit based on the Owner's tenant selection policy and criteria. The Notice and Certification must also be provided at the time of eviction from a HOME-assisted unit (§92.359).
- vi. Under VAWA, the owner is further obligated to develop an emergency transfer plan that meets the requirements found at 24 CFR §5.2005(e) and is approved by the City. The Owner may use HUD's Model Emergency Transfer Plan – HUD -5381 as a template. If the Owner determines that a tenant is qualified under the emergency transfer plan, and a safe unit is not immediately available, the Owner must immediately notify the City so a list of properties including HOME-assisted units can be provided to the tenant. The City may also provide service provider referrals to assist in facilitating emergency transfers to safe and available units.
- vii. The Owner must comply with the City's Affirmative Marketing Policy throughout the Affordability Period. Attached to this Agreement as Exhibit E.
- viii. Throughout the Affordability Period, the Owner shall affirmatively market the HOME-assisted units as said units become vacant, and at least annually, the Owner shall notify community agencies in Spokane City of the availability of HOME-assisted unit(s).
- ix. The Project shall be operated and managed in a manner consistent with the Washington State Residential Landlord-Tenant Act and the Project Management Plan, including any amendments thereto, provided by the Owner to the City and as approved by the City by executing this HOME Agreement.
- x. The Owner shall not discriminate in the rental of units on the basis of race, creed, color, sex, sexual orientation, national origin, religion, marital status, familial status, age, disability, or source of income, including the receipt of public assistance or housing assistance; provided, that the Owner may take such actions as may be necessary to qualify for or maintain its qualification for the exemption that relates to housing for older persons under the Fair Housing Amendments Act of 1988 and 24 CFR Part 100, Subpart E.
- xi. In the event that the Owner, for its own convenience or to accomplish compliance with this HOME Agreement, relocates a Tenant within the Project, the Owner shall pay the reasonable moving and relocation expenses, if any, incurred as a result of the relocation.
- xii. If at any time during the Affordability Period, the Owner is unable to rent, lease or contract for occupancy the HOME-assisted units to qualified tenants, the Owner shall hold the HOME-assisted unit(s) vacant until qualified tenant(s) occupies said HOME-assisted units.

B. Lease Agreements

- i. Owner shall enter into a Lease Agreement with each tenant occupying a HOME-assisted unit. The term of the lease shall not be for less than one (1) year unless otherwise mutually agreed upon with the tenant.
- ii. The Owner shall not terminate the tenancy or refuse to renew the lease except for allowable reasons such as but not limited to: serious and repeated violation of the terms and conditions of the lease; violating Federal, state or local law; or other good cause. The lease shall state that the tenant shall be given at least 30-days written notice specifying the grounds for the termination or refusal to renew the lease.
- iii. The lease shall clearly state the allowable HOME rent and that rent may be adjusted in accordance with tenant income changes and as a result of changes in rent limits issued by HUD and provided by the City. The lease shall state that the tenant will receive 30-days written notice prior to increasing the rent.
- iv. The Owner shall attach the HOME Lease addendum as provided by Spokane City.
- v. The Owner is prohibited from including the following clauses in the lease agreement:

Agreement to be sued – Agreement by the tenant to be sued, admit guilt, or consent to judgment in favor of the Owner in a lawsuit brought in connection with the lease.

Agreement regarding treatment of the property – Agreement by the tenant that the Owner may take, hold or sell personal property of the household members without notice to the tenant and a court decision on the rights of the parties. The prohibition does not apply to an agreement by the tenant concerning disposition of personal property in accordance with state law.

Agreement excusing the Owner from responsibility – Agreement by the tenant not to hold the Owner or Owner agents legally responsible for actions or failure to act, whether intentional or negligent.

Waiver of notice – Agreement by the tenant that the Owner may institute a lawsuit without notice to the tenant.

Waiver of legal proceedings - Agreement by the tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

Waiver of a jury trial – Agreement by the tenant to waive any right to a jury trial.

Waiver of right to appeal a court decision – Agreement by the tenant to waive the tenant’s right to appeal or otherwise challenge in court a decision to connection with the lease.

Agreement to pay legal costs, regardless of outcome – Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

SECTION 5. CHDO PROVISIONS (Not Applicable)

SECTION 6. OTHER FEDERAL REQUIREMENTS

A. Conflict of Interest

- i. The Owner, developer or sponsor of the Project that has been assisted with HOME funds,

whether private, for-profit, or non-profit shall not occupy a City HOME-assisted unit in the Project without express written permission from the City. In addition, no officer, employee, agent, or consultant of the Owner, developer, or sponsor may occupy a City HOME-assisted unit. This provision does not include an employee or agent of the Owner, developer of the Project who occupies a housing unit as project manager or maintenance worker.

- ii. If Applicable, the Owner, developer, or sponsor of the Project who has exercised any functions or responsibilities with respect to this activity, which has been assisted with HOME funds, or are in a position to participate in a decision making process or gain inside information with regard to this activity, may not obtain a financial interest or benefit from the this activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year after.

B. Anti-Lobbying

- i. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making 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 or any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or 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-LL, "Disclosure Form to report Lobbying", in accordance with its instructions.

C. Compliance with Federal, State and Local laws

The Owner shall comply with all applicable federal, state and local laws, rules and regulations, as well as pertinent local ordinances regardless of whether a requirement, statute, regulation, or ordinance is specifically cited herein, and all amendments thereto that are in effect when this HOME Agreement is signed, or that come into effect during the term of this HOME Agreement including, but not limited to:

1. Federal Statutes:

- (i) Americans with Disabilities Act;
- (ii) The Fair Housing Act (42 USC 3601-3620) and The Fair Housing Amendments Act of 1988;
- (iii) Architectural Barriers Act of 1968;
- (iv) Housing and Community Development Act of 1974 and Housing and Community Development Act of 1992, Title X, including the "Barney Frank Amendments" Section 104 (d);
- (v) Civil Rights Act of 1964 (42 USC 2000 d et. Seq.), and Civil Rights Act of 1968;
- (vi) Age Discrimination Act of 1975 (42 USC 6101);
- (vii) Housing and Urban Development Act of 1968;
- (viii) Uniform Relocation and Real Property Acquisition Policies Act of 1970;

- (ix) Rehabilitation Act of 1973;
- (x) Davis-Bacon Act, and related acts;
- (xi) Contract Work Hours and Safety Standards Act;
- (xii) Copeland (Antikick back) Act (40 USC 276 c);
- (xiii) Fair Labor Standards Act of 1938;
- (xiv) Flood Disaster Protection Act of 1973;
- (xv) National Environmental Policies Act of 1969 (42 USC 4321);
- (xvi) Stewart B. McKinney Homeless Assistance Act.
- (xvii) Violence Against Women Act

2. Federal Regulations and Executive Orders:

- (i) 24 CFR Part 1, 24 CFR Part 5, 24 CFR Part 35, 24 CFR Part 58, 24 CFR 85, 24 CFR Part 92, 24 CFR Part 92.350, 24 CFR Part 92.504(c)(3), 24 CFR Part 100-115, 24 CFR Part 146;
- (ii) 29 CFR 1910.1200, 29 CFR Part 1926.62;
- (iii) 49 CFR Part 24;
- (iv) Executive Order 11063 as amended by Executive Order 12259; and
- (v) Executive Order 11246.

3. State Statutes:

- (i) Washington State Environmental Policy Act;
- (ii) Washington State Worker’s Compensation Industrial Insurance Act;
- (iii) Washington State Fair Housing Laws; and
- (iv) Washington State Landlord/Tenant Act.

SECTION 7. FUNDS DISBURSMENT

A. Payment Requests and Change Orders

- i. If applicable, payment requests shall be submitted to the City and shall include an inspection report that supports satisfactory completion of work according to the construction schedule. The City must have a Signature Authorization Form and W-9 Form on file prior to any disbursements to the Project. The City will provide the Owner with the necessary forms for payment requests.
- ii. Draws for HOME funds will be paid out on a pro-rata basis. The Developer may not request disbursement of funds under this HOME Agreement until funds are needed for the payment of eligible costs. The amount of each request must be limited to the amount needed. (§92.504(c)(3)(viii).
- iii. Documentation to support the application of HOME funds and any other draw requests from other funders must also be included in the draw request.
- iv. Change orders must be written and address their completeness and appropriateness and their effect on the budget and timeframe. Change orders will be evaluated for their impact on the project cost, schedule, and scope of work before they will be approved by the City. Change orders must be submitted to the City for approval and include AIA Form G709.
- v. The City will hold back up to 10% of the total HOME funds awarded to the Project as retainage. Retainage will be held for up to 30-days after completion of the project or until the City is provided with satisfactory evidence that the project has received a Certificate of Occupancy

and all final punch list items have been completed.

B. Repayment of Funds

Any and all City HOME funds invested in the project must be repaid to the City if the project does not meet the affordability requirements for the period specified in §92.252 or §92.254 as applicable.

SECTION 8. REPORTING AND RECORD MAINTENANCE

A. Reporting During the Development Process

The Owner shall prepare and submit a progress report on a monthly basis throughout the Development Process. The monthly progress report shall include: The percentage of work completed during the reporting period; The total funds expended; findings of any state or local agency inspections; identify marketing efforts; identify potential qualified tenants.

B. Reporting During the Occupancy Phase

- i. The Owner shall prepare and submit a progress report on a monthly basis throughout the Occupancy Phase. At a minimum it will include: The unit number; the bedroom size; the household size; household income level; amount of rent and tenant-paid utilities; and dates of the income certification and occupancy.
- ii. The Owner shall prepare and submit to the City, within 30-days of lease-up of the City HOME-assisted units, the HOME Completion Report as provided by the City of Spokane.

C. Reporting During the Affordability Period

- i. Throughout the Affordability Period, on or before the annual anniversary date of the Effective Date, the Owner shall provide to the City a current rent ledger identifying the City HOME-assisted units.
- ii. The Owner shall submit on an annual basis, the project financial statements to include at a minimum: The property's gross rent potential; actual rent collections; tenants accounts receivable; accounts payable; beginning and ending cash balance; number of and reason for vacancies; and units off-line and the reason.
- iii. The City reserves the right to request additional information when deemed necessary to assess compliance with the terms of the HOME Program and the projects viability.
- iv. The City reserves the right to change the specific record-keeping requirements with proper notice to the Owner. Such action shall not require an amendment to this Agreement.

D. Record Keeping Throughout the Affordability Period

- i. The Owner shall maintain accounts and records, including personnel, property, financial rent and utility allowance records, and other such documentation and records as may be reasonably required by the City to ensure proper accounting for City Loan funds and compliance with this HOME Agreement.
- ii. Tenant files shall include all documentation necessary to demonstrate that each occupied City HOME-assisted unit is occupied by a Qualified Tenant. Such records shall include but not be limited to the HOME Tenant's application, initial Income Determination and Verification documents, subsequent Income Determination and Verification documents, and the HOME

Tenant's HOME Rental Agreement.

- iii. The Owner shall permit any duly authorized representative of the City to inspect, during regular business hours, the books and records of the Owner pertaining to the incomes of Qualified Tenants who are residing in or have resided in the Project, the rents charged to such Tenants, and to inspect the City HOME-assisted units as may be necessary for monitoring, provided that prior notice shall be given to such Tenants prior to such inspection. The Owner shall protect the confidentiality of information concerning such Tenants and the privacy of such Tenants consistent with federal and state law.
- iv. Owner shall notify the City, in writing, of the location used by Owner, of the books, records and documents required under this section and shall notify the City in writing of any changes in location within ten (10) days of any such relocation.

E. Record Retention Period

- i. The Owner shall retain the Projects records for at least six (6) years after the Project Completion; except those records of individual tenant income verifications, project rents and inspections, must be retained for the most recent 6-year period, until 6-years after the Affordability Period terminates.
- ii. The Owner shall retain the HOME Agreement for 6-years after the Agreement terminates.
- iii. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- iv. The Owner shall protect the confidentiality of this information and the tenants' privacy consistent with applicable federal and state law.

SECTION 9. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

A. Requirements

The Owner must have financial management systems in place that comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

B. Cost Principles – 2 CFR Part 200 Subpart E

- i. The Owner is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- ii. The Owner assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- iii. The Owner, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- iv. The application of these cost principles should require no significant changes in the internal accounting policies and practices of the Owner. However, the accounting practices of the Owner must be consistent with these cost principles and support the accumulation of costs as required by the principles and must provide for adequate documentation to support costs charged to the Federal award.

C. Internal Controls – 2 CFR Part 200.303

The Owner must have financial management systems in place that comply with the following standards:

- i. Accurate, current, and complete disclosure of the financial results of the Project.
- ii. Records that identify adequately all sources and uses of Federal funds provided for the Project.
- iii. Effective control over accountability for all funds, property and other assets. The Owner must adequately safeguard all such assets and assure they are used solely for authorized purposes.
- iv. Maintain accounting records including costs accounting records that are supported by source documentation.
- v. Ensure that the separation of duties is adequate so that no one individual has authority over a financial transaction from beginning to end.
- vi. Control over assets, blank forms and confidential documents so that these documents are limited to authorized personnel only.
- vii. Promptly report deviations from the budget and program plans, and request approval for budget and program plan revisions.
- viii. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Owner is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- ix. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- x. Evaluate and monitor the Owners compliance with statutes, regulations and the terms and conditions of Federal awards.
- xi. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- xii. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

D. Audit - 2 CFR Part 200.501

- i. If the Owner expends \$750,000 or more during the Owners fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR Part 200.514 The Owner shall submit the completed audit and audit report to the City within 30 days of completion.

If the Owner expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is generally exempt from Federal audit requirements for that year, but records must be available for

review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

SECTION 10. ENFORCEMENT PROVISIONS

- i. The Owner shall exercise reasonable diligence to comply with the requirements of this HOME Agreement. The Owner shall cooperate with the City or its agent in the evaluation of Owner compliance with the City Loan Documents, including but not limited to this HOME Agreement, the City Loan, and the City Deed of Trust, and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with chapter 42.56 RCW.
- ii. The City will monitor the Project by: conducting an audit of the rents charged in the City HOME-assisted units; examining the documents received from the Owner pursuant to Section 7 of this HOME Agreement; and conducting an on-site inspection of the Project on a periodic basis, but no less than annually. Failure on the part of the City to monitor the Project in accordance with the provisions of this paragraph does not constitute a waiver of the Owner's obligations under this HOME Agreement.
- iii. Owner shall provide right of access to its facilities, including those of any subcontractor, to the City and or HUD at all reasonable times in order to monitor and evaluate the Owner's compliance with the loan documents. The City shall provide reasonable notice of any City or HUD monitoring or evaluation, unless the City has reason to believe that the Project or any portion thereof presents an unsafe environment, or the Owner is otherwise not in compliance with this HOME Agreement. The City shall monitor the Owner and/or the Project for compliance with the loan documents at least annually, or more frequently within the sole discretion of the City. Owner shall make available to the City and HUD all records, books or pertinent information which Owner shall have kept or caused to be kept pertaining to the loan documents and as required by law. Owner shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the Owner's compliance with the loan documents.
- iv. Owner shall respond timely and accurately to requests from the City to provide information necessary to respond to inquiries from HUD and/or its authorized representatives.
- v. Owner shall notify the City in advance of any formal inspections, audits, accreditation or program reviews conducted by an entity other than the City, including but not limited to the City of Spokane, HUD or its authorized agent, and shall provide to the City copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt by the Owner.
- vi. The benefits of this HOME Agreement and the terms, conditions and requirements imposed upon the Owner through this HOME Agreement may be enforced by the City and its successors and assigns, during the term of this HOME Agreement whether or not the City Loan is paid in full.

SECTION 11. RECORDATION; AMENDMENTS; TERMINATION

A. Recordation

This HOME Agreement shall be recorded with the Spokane County Auditor's office immediately upon signatures of all of the parties hereto being affixed pursuant to the terms of this HOME Agreement.

B. Amendments

The mutual concurrence of both parties shall be necessary to amend this written agreement. Regulatory requirements shall not be amended.

C. Termination

This HOME Agreement shall terminate upon the earliest of: At the end of the Affordability Period; upon an involuntary loss of the Project as provided in Section 17 hereof; or upon an Event of Default and foreclosure sale in accordance with the Loan Agreement.

SECTION 12. NO CONFLICT WITH OTHER DOCUMENTS

The Owner represents and warrants that except for the City of Spokane Loan Documents and the subordination agreement to which it relates, the Owner has not executed and will not execute any other agreement with provisions contradictory to, or in opposition with, the provisions contained herein, and that in any event, except for the City of Spokane Loan Documents, the requirements of this HOME Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 13. SEVERABILITY

The invalidity of any clause, part or provision of this HOME Agreement shall not affect the validity of the remaining portions thereof.

SECTION 14. DURATION

This HOME Agreement shall commence and be effective upon Project Completion and shall terminate on the end date of the HOME Affordability Period. (see Section 3) The City and Owner, upon mutual agreement, shall have the power to extend the term of this HOME Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to the City Loan Agreement.

SECTION 15. NOTICES

All notices to be given pursuant to this HOME Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

Owner: VOA N. Lacey, LLC
C/o Kiemle & Hagood Company
601 W Main Ave., Suite 400
Spokane, WA 99201

City: City of Spokane, Washington
Community Housing and
Human Services Department
Attn: Heather Page
808 W. Spokane Falls Blvd.
Spokane, WA 99201

SECTION 16. REMEDIAL ACTION

A. Events of Non-Compliance

- i. Any circumstance that negatively impacts the tenants' customary and intended use of the HOME-assisted units.
- ii. Owner has failed to comply with any of the terms of the City Loan Documents.
- iii. Owner has failed to develop, produce, and/or deliver to the City any of the statements, reports, data, accountings, claims, and/or documentation described herein, in compliance with the provisions of this HOME Agreement.
- iv. Owner has failed to resolve any noncompliance to the terms of the City Loan Documents by the Owner, to the satisfaction of the City within prescribed time frames.

B. Corrective Action

- i. In the event of any Event of Non-Compliance, the Owner shall correct any such noncompliance within thirty (30) days after the earlier of the date that such noncompliance is first discovered by the Owner (or would have been discovered by the exercise of reasonable diligence) or the date on which the Owner receives notice of such noncompliance from the City.
- ii. If correction of the noncompliance is expected to extend beyond thirty (30) days, then the Owner shall immediately develop and implement a corrective action plan ("Corrective Action Plan") that resolves noncompliance. A Corrective Action Plan shall include a brief description of the noncompliance, the specific steps to be taken to correct the situation, a timetable for performance of specified corrective actions steps, a description of the proposed monitoring to be performed to ensure that the steps are taken, and a description of the proposed monitoring to be performed that will reflect the resolution of the situation.
Corrective Action Plans developed by the Owner must be submitted to the City no later than thirty (30) days after the earlier of the date that an Event of Non-Compliance is first discovered by the Owner (or would have been discovered by the exercise of reasonable diligence) or of receipt from the City of the notice of the Event of Non-Compliance by the Owner. The City may, within its sole discretion, extend or reduce the time allowed for corrective action depending upon the nature of the situation and the existence of an emergency as determined by the City. Corrective Action Plans shall be subject to approval by the City, which may accept the plan as submitted, accept the plan with specified modifications, or reject the plan.

C. Remedies

If an Event of Non-Compliance is not cured as specified above, the City in its sole discretion may:

- i. Require modification of any policies or procedures of the Owner relating to the fulfillment of its obligations pursuant to the City Loan Documents;
- ii. Charge a monetary re-inspection fee to the Owner and/or its principals in an amount determined by the City and calculated to compensate the City for any action necessary to ensure compliance with the City Loan Documents and to provide an incentive to the Owner to cease the reported noncompliance;
- iii. The City may initiate remedial action; and/or if the Owner shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, and if such noncompliance is not corrected as provided for in this section, then such noncompliance shall be considered an "Event of Default."

D. Remedies for Event of Default

- i. In the event of an Event of Default under any of the provisions hereof, and in addition to all other remedies provided in the City Deed of Trust, the City may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, it being recognized that the beneficiaries of the Owner's obligations hereunder, cannot be adequately compensated by monetary damages in the event of the Owner's default, but that the City may attempt to recover monetary damages caused by such violation or attempted violation.
- ii. The City shall be entitled to cause the Owner to pay to the City as liquidated damages an amount equal to all monies received by the Owner with respect to (i) City HOME-assisted units which were knowingly or negligently rented to persons who are determined not to be Qualified Tenants provided, that such amount shall not exceed the aggregate of such Qualified Tenants' monthly fees for six months, or (ii) rents charged to Qualified Tenants in excess of applicable rent levels. The liquidated damages shall total one and a half (1.5) times all such monies received by the Owner if the City reasonably determines that the noncompliance in this subsection was willful. Payments from this subsection shall not reduce the amount due under the City Loan. Those Tenants who were required and did pay excess rents for their City HOME-assisted units will be entitled to a rebate of the excess amount of their rents paid. This paragraph shall not apply to monies so collected

from and after the date the City declares an Event of Default unless the Owner cures such Event of Default and reinstates the City Loan, in which case this paragraph shall remain applicable, and the rents collected shall belong to the City as liquidated damages. This paragraph shall not apply under circumstances described in Section 16 of this HOME Agreement.
- iii. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.
- iv. The Owner hereby agrees to pay, indemnify and hold the City harmless from any and all costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the City in enforcing or reasonably attempting to enforce this HOME Agreement following any Event of Default on the part of the Owner hereunder whether the same shall be enforced by suit or otherwise; together with all costs, fees and expenses which may be incurred in connection with any amendment to this HOME Agreement or otherwise by the City at the request of the Owner. The agreement to indemnify is a separate agreement, and shall survive any foreclosure action, attempted transfer or the like and action may be brought thereon independently of any other remedy provided for herein.

SECTION 17. INVOLUNTARY LOSS/FORCLOSURE

- i. This HOME Agreement shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, condemnation, or damage or destruction of the Project that renders it substantially unusable for its intended purpose. Notwithstanding the above sentence, this HOME Agreement will continue to apply to the Project if this HOME Agreement is expressly assumed in writing by a recorded assumption agreement by a Purchaser at foreclosure sale or by another transferee of the Project.
- ii. Upon foreclosure or transfer in lieu of foreclosure, the restrictive covenants as described herein shall remain in full force and effect, and the home assisted units shall be occupied in accordance

with Section 4 above. Said covenant shall continue in effect for the statutory minimum period of affordability of twenty (20) years after Project Completion as required by HUD. Project Completion is established when the required Project Completion information and beneficiary data are complete, accurate and entered into the HUD Integrated Disbursement and Information System.

SECTION 18. GOVERNING LAW AND VENUE

This HOME Agreement shall be governed by the laws of the State of Washington. By executing this HOME Agreement and by using the terms herein, the parties make no representation as to the applicability of chapter 59.18 RCW to the Owner. In the event of a lawsuit involving this HOME Agreement, venue shall lie in Spokane County.

SECTION 19. EXHIBIT NARRATIVE

Any exhibits, attachments or addenda referred to herein and/or attached to this HOME Agreement and any amendments hereto, are incorporated herein as if set forth in full.

SECTION 20. SALE OR CONVEYANCE OF THE PROJECT

- i. Except as provided herein, if the Owner voluntarily sells, leases conveys or otherwise transfers the Project or any portion thereof, other than by leasing for Tenant use as contemplated hereunder, or for any other incidental use, to the extent permissible under all applicable federal and state laws and regulations, granting a security interest junior to the City Deed of Trust, or a transfer of the Project, without first obtaining the written consent of the City, it shall be deemed an Event of Default under the terms of this HOME Agreement, and the remedies provided for such default in Section 13 herein may be exercised. The City's consent to such a transfer shall not be unreasonably withheld and may be conditioned upon: Reasonable evidence satisfactory to the City that the Owner is not then in default hereunder beyond any applicable grace period or cure period; reasonable evidence satisfactory to the City that the Owner has paid or will pay all fees owing under the Loan Agreement; an opinion of counsel for the Transferee, in a form satisfactory to the City and delivered to the City, stating that the Transferee has assumed in writing and in full all duties and obligations of the Owner under this HOME Agreement and that this HOME Agreement, constitutes a legal, valid and binding obligation upon the Transferee; a written agreement between the Transferee and the City, in a form satisfactory to the City, that the Transferee accepts and agrees to the terms of this HOME Agreement and that the City has authority to enforce this HOME Agreement against the Transferee; the written assumption of the Transferee stating that the Transferee shall comply with all provisions of state and federal law applicable to the Owner under this HOME Agreement; the Transferee is not now in arrears on any payments of fees due and owing to the City or in default under any HOME Agreement between the Transferee and the City, beyond any applicable grace period or cure period; the Transferee has no history of repeated instances of noncompliance with non-monetary provisions of any HOME Agreement which are not cured after notice thereof and within the applicable cure period or grace period; and the Transferee has no history of repeated instances of failure to pay fees due and owing to the City which are not paid within a reasonable period after notice thereof.
- ii. No sale, transfer or other disposition of the Project shall release the Owner or the Project of obligations under this HOME Agreement without the prior express and written agreement of the City.
- iii. Upon a City approved sale, transfer or other disposition of the Project subject to this Section, the Owner shall transfer to the Transferee or its designated agent, all records, accounts,

electronic data or other documents pertaining to Owner's compliance with this HOME Agreement.

SECTION 21. DEBARMENT, SUSPENSION or INELIGIBILITY

- i. By signature of this HOME Agreement, the Owner hereby certifies that neither the Owner nor their respective officers, directors, shareholders, partners or members are subject to debarment, suspension or determination of ineligibility by HUD, and acknowledge that the City is relying upon this declaration in entering into this HOME Agreement with the Owner.
- ii. By signature of this HOME Agreement, the Owner agrees to perform debarment and suspension checks on all contractors and subcontractors prior to entering into contracts and will provide documentation to the City prior to any HOME funds being disbursed. The Owner will use the System for Award Management (SAM). The website is: <https://www.sam.gov/portal/SAM/#1>.

SECTION 22. MISCELLANEOUS

- i. Further Documentation. Owner shall execute, acknowledge, and deliver upon reasonable request by the City any document, which the City reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- ii. Headings. The headings contained in this HOME Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- iii. Calculation of Time Periods. Unless otherwise specified, in calculating any period of time described in this HOME Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or City holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- iv. Gender and Grammar. Wherever appropriate in this HOME Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the similar number shall be construed to include correlative words of the plural number and vice versa. This HOME Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.
- v. The terms and phrases used in the recitals of this HOME Agreement have been included for convenience of reference only, and the meaning, construction and interpretation of all such terms and phrases for purposes of this HOME Agreement shall be determined by references to this Section 1.
- vi. Counterparts. This HOME Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- vii. Project publicity. The Owner will include the equal housing opportunity logo on any and all marketing materials, news releases and signage. The Owner will identify Spokane City,

Community, Housing and Human Services Department as a funding source in all news releases and signage.

SECTION 23. HUD PROVISIONS

- i. Not Applicable.

SIGNATURES BEGIN ON THE NEXT PAGE

Approved as to form:

By: _____
Megan Kapaun,
City of Spokane, Office of the City Attorney

EXHIBIT A
LEGAL DESCRIPTION

LOT 24 AND THE SOUTH 46 FEET OF LOT 25, BLOCK 26, MORGAN'S ACRE PARK ADDITION TO HILLYARD, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGE 3, RECORDS OF SPOKANE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 26, BEING HEREINABOVE DESCRIBED;

THENCE ALONG THE WEST LINE OF SAID BLOCK 26, NORTH 02°23'58" WEST 146.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 46 FEET OF LOT 25, BEING HEREINABOVE DESCRIBED;

THENCE ALONG THE NORTH LINE OF SAID SOUTH 46 FEET OF LOT 25, NORTH 87°22'02" EAST 200.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 46 FEET OF LOT 25;

THENCE ALONG THE EAST LINE OF SAID LOTS 24 AND 25, SOUTH 02°23'58" EAST 146.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24;

THENCE ALONG THE SOUTH LINE OF SAID LOT 24, SOUTH 87°22'02" EAST 200.00 FEET TO THE SAID POINT OF BEGINNING OF THIS DESCRIPTION;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

**EXHIBIT B
DEVELOPMENT TIMELINE**

[see attached]

EXHIBIT C
DEVELOPMENT BUDGET & SOURCES AND USES

[see attached]

Vets on N Lacey						
Date of Budget	6/19/2024		Source:	Source:	Source:	Source:
		Sources total	FHLB AHP	City HOME	WA HTF	Deferred Dev Fee
Acquisition Costs:						
Land	\$ 55,000	\$ 55,000			\$ 55,000	
Existing Structures	\$ 285,000	\$ 285,000			\$ 285,000	
Liens		\$ -				
Closing, Title & Recording Costs	\$ 5,000	\$ 5,000			\$ 5,000	
SUBTOTAL	\$ 345,000	\$ 345,000	\$ -	\$ -	\$ 345,000	\$ -
Construction:						
Demolition	\$ 62,300	\$ 62,300	\$ 6,100	\$ 6,100	\$ 50,100	
New Building	\$ 1,600,000	\$ 1,600,000	\$ 213,500	\$ 610,700	\$ 775,800	
Contractor Profit	\$ 97,700	\$ 97,700			\$ 97,700	
Contractor Overhead	\$ 117,200	\$ 117,200			\$ 117,200	
New Construction Contingency	\$ 228,200	\$ 228,200	\$ 52,200	\$ 138,200	\$ 37,800	
Site Work / Infrastructure	\$ 416,800	\$ 416,800		\$ 416,800		
Sales Tax	\$ 229,100	\$ 229,100	\$ 26,500	\$ 105,500	\$ 97,100	
Bond Premium	\$ 48,900	\$ 48,900	\$ 17,600		\$ 31,300	
Equipment and Furnishings	\$ 21,700	\$ 21,700	\$ 21,700			
Other: Builder's risk insurance	\$ 13,300	\$ 13,300			\$ 13,300	
SUBTOTAL	\$ 2,835,200	\$ 2,835,200	\$ 337,600	\$ 1,277,300	\$ 1,220,300	\$ -
Soft Costs:						
Architect	\$ 184,000	\$ 184,000	\$ 20,000	\$ 42,000	\$ 122,000	
Engineering	\$ 26,500	\$ 26,500		\$ 14,500	\$ 12,000	
Legal - Real Estate	\$ 10,500	\$ 10,500			\$ 10,500	
Developer Fee	\$ 140,716	\$ 140,716		\$ 58,507	\$ 32,209	\$ 50,000
Project Management / Dev. Con	\$ 252,584	\$ 252,584	\$ 29,600	\$ 60,193	\$ 162,791	
Soft Cost Contingency	\$ 12,400	\$ 12,400	\$ 11,800	\$ 600		
SUBTOTAL	\$ 626,700	\$ 626,700	\$ 61,400	\$ 175,800	\$ 339,500	\$ 50,000
Pre-Development / Bridge Financing						
Bridge Loan Interest	\$ 14,000	\$ 14,000			\$ 14,000	
SUBTOTAL	\$ 14,000	\$ 14,000	\$ -	\$ -	\$ 14,000	\$ -
Permanent Financing						
Permanent Loan Legal	\$ 5,300	\$ 5,300		\$ 5,300		
SUBTOTAL	\$ 5,300	\$ 5,300	\$ -	\$ 5,300	\$ -	\$ -
Capitalized Reserves						
Operating Reserves		\$ -				
Replacement Reserves	\$ 9,600	\$ 9,600			\$ 9,600	
Other: Operating Deficit Reserv	\$ 31,600	\$ 31,600		\$ 31,600		
SUBTOTAL	\$ 41,200	\$ 41,200	\$ -	\$ 31,600	\$ 9,600	\$ -

Other Development Costs												
Insurance	\$	17,600	\$	17,600		\$	17,600					
Relocation (from Form 4)	\$	10,000	\$	10,000	\$	1,000	\$	9,000				
Permits, Fees & Hookups	\$	53,000	\$	53,000			\$	53,000				
Accounting/Audit	\$	5,000	\$	5,000		\$	1,000	\$	4,000			
	SUBTOTAL	\$	85,600	\$	85,600	\$	1,000	\$	10,000	\$	74,600	\$
Total Development Cost:	\$	3,953,000	\$	3,953,000								
Total Sources:			\$	3,953,000	\$	400,000	\$	1,500,000	\$	2,003,000	\$	50,000

**EXHIBIT D
SPOKANE CITY HOME PROGRAM INCOME AND RENTS**

SOURCE: HUD

MSA: SPOKANE, WA

EFFECTIVE DATE: JUNE 01, 2024

FY 2024 MEDIAN INCOME: \$97,900

2024 INCOME LIMITS									
		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
AREA MEDIAN INCOME	(100% AMI)	\$68,500	\$78,300	\$88,100	\$97,900	\$105,800	\$113,600	\$121,400	\$129,200
LOW- INCOME	(80% AMI)	\$54,800	\$62,650	\$70,500	\$78,300	\$84,550	\$90,850	\$97,100	\$103,400
PROJECT SPECIFIC	(60% AMI)	\$41,100	\$46,980	\$52,860	\$58,740	\$63,480	\$68,160	\$72,840	\$77,520
VERY LOW- INCOME	(50% AMI)	\$34,250	\$39,150	\$44,050	\$48,950	\$52,900	\$56,800	\$60,700	\$64,600
PROJECT SPECIFIC	(40% AMI)	\$27,400	\$31,320	\$35,240	\$39,160	\$42,320	\$45,440	\$48,560	\$51,680
PROJECT SPECIFIC	(35% AMI)	\$23,970	\$27,400	\$30,830	\$34,260	\$37,030	\$39,760	\$42,490	\$45,220
EXTREMELY LOW- INCOME	(30% AMI)	\$20,550	\$23,500	\$26,450	\$29,350	\$31,700	\$34,050	\$36,400	\$38,750
2024 RENT LIMITS									
		SRO●	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
FAIR ARKET RENT (FMR)**		667	890	1012	1304	1835	2131	2451	2770
30 OF 65 RENT (HIGH HOME RENT)			*890	*1012	*1304	1470	1621	1770	1919
30 OF 60 RENT			*890	*1012	*1304	1527	1704	1879	2055
30 OF 50 RENT (LOW HOME RENT)			856	917	1101	1273	1420	1566	1713
30 OF 40 RENT			685	734	881	1018	1136	1253	1370
30 OF 35 RENT			599	642	770	891	994	1096	1199
30 OF 30 RENT			513	550	661	763	851	939	1027

●HOME rent for an SRO is 75% of the Efficiency Fair Market Rent.

*Calculate AMI for a more than 9-person household by adding 8% for each member over 4-person AMI (e.g., 9person is 140% of 4-person AMI).

**Although HUD's rent calculation exceeds FMR for this unit, HOME regulations do not allow rents to exceed FMR. Consequently, this rent is capped at FMR.

***Calculate FMR for more than 4 Br by adding 15% to the 4 Br FMR for each additional Br size (e.g., 6 Br FMR is 130% of 4 Br FMR).

**EXHIBIT E
AFFIRMATIVE MARKETING POLICY AND PROCEDURES**

HOME Agreement

WBE/MBE OUTREACH

A. Affirmative Marketing Policy and Procedures

In accordance with 24 CFR § 92.351, HOME Investment Partnership Program Rule, and in furtherance of Spokane City's commitment to non-discrimination and equal opportunity in housing, Spokane City has established policies and procedures to affirmatively market HOME assisted housing under the HOME Investment Partnership Program. These policies are intended to further the objectives of Title VIII of the Civil Rights Act of 1969, and Executive Order 116063.

Spokane City is committed to the principle that all individuals should have available to them an equal opportunity for housing choices regardless of their race, color, religion, familial status, sex, national origin or handicap.

Spokane City will carry out its Affirmative Marketing Policy through this affirmative marketing plan, which is designed specifically for its HOME Partnership Program. Procedures for informing subrecipients, the public, potential tenants and property owners about fair housing and affirmative marketing policies and the availability of vacant units, are included in the Policy. The plan also includes procedures for special outreach to encourage access to HOME assisted housing by minorities and women.

In addition, the plan describes methods to assess the success of affirmative marketing efforts and includes measures to take corrective action if desired results are not achieved. Records will be kept of all affirmative marketing activities, assessments and corrective measures taken.

Spokane City's Affirmative Marketing Procedures include the following steps and requirements.

1. Methods for informing the public

Spokane City will inform the public, including subrecipient organizations and potential tenants, about Fair Housing laws and Affirmative Marketing Policies using the following methods. (subrecipient organizations will be required to carry out these actions in accordance with provisions contained in agreements with the City).

- All public service announcements and informational flyers will contain a statement regarding the City's fair housing policies. Such announcements will be distributed to all local media of general audience.
- All paid advertisements will include the equal housing slogan and/or logo.
- Any posters, flyers and correspondence about the Program and forms used will include the equal housing slogan and/or logo.
- Special marketing outreach will be provided to organizations and groups which are representative of minorities, women, single-headed households and persons with disabilities by distributing flyers, correspondence, housing availability notices and posters.

2. Property Owner Requirements, Procedures and Practices

In accordance with 24 CFR §92.253(e)(4), property owners will be required to follow approved written tenant selection policies which provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable. Tenant selection policies will further require owners to provide prompt written notification to any rejected applicant of the grounds for any rejection. Notwithstanding these tenant selection policy requirements, the following procedures and requirements must be met by all participating owners, and subrecipients as applicable.

- Prior to receiving financial assistance approval from the City, property owners will be required to sign a statement certifying commitment to abide by the City's affirmative marketing policies. This written policy will be provided, accompanied by a verbal explanation.
- Application materials used by owners for marketing housing opportunities will be required to include a statement regarding the City's fair housing policies and the equal housing logo.
- All advertisements used by owners to market the housing vacancies and availability or waiting list opportunities will be required to exhibit the Fair Housing Logo and/or a statement regarding Fair Housing/Equal Opportunity.
- Property owners will be required to notify Spokane Housing Authority and prescribed community organizations of the availability of housing for occupancy, waiting list opportunities emphasizing the HOME Program's commitment to Fair Housing/Equal Opportunity.

3. Record Keeping

- Spokane City or its subrecipients and participating property owners will be required to keep all records which document actions taken to affirmatively market units and an assessment of the results of such efforts, including information on race, ethnic origin, gender, and single-headed households, of all applicants for and tenants selected for the housing.
- Owners will be required to keep and submit when requested a contact log of all persons to whom vacant units are shown which includes, names, addresses and phone numbers as well as visually or verbally obtained race, ethnic, gender and familial status information and the results of the showing, particularly any reasons known for tenants not submitting applications.
- Owners will be required to maintain a file of all letters of rejection as required by the tenant selection policies.
- Copies of all promotional announcements, flyers, posters, articles, etc. used in the HOME Program, with notations regarding distribution, will be kept on file with owners, the City or its subrecipients.

4. Assessments and Corrective Actions

The City and its subrecipients will be responsible for the compilation of data on Affirmative Marketing actions, including information on minority, gender and familial or handicap status participation and performance analysis. Reporting and evaluation will take place on a regular schedule as the individual monitoring process warrants with some reports due monthly and an overview assembled and reviewed prior to the annual review. Evaluation/corrective actions may include:

- Random call-backs to individuals from the contact log who were shown the housing but did not submit an application to determine reason(s).
- Compare the percentage of housing applications received from minorities to the percentage of minorities in the area from census data. If the percentage of applications from minorities is substantially less than the percentage of minorities listed in the census data, then corrective actions may be taken. Corrective actions would include additional requirements for further outreach/marketing.
- Compare the percentage of minority tenants residing in HOME assisted units with the percentage of Spokane City's minority population. If the percentage of minority tenants is smaller than the City percentage, census tracts will be analyzed to better determine areas to target supplemental promotional efforts. Then, promotional efforts will be increased in these tracts/areas - especially to organizations serving minority populations.
- Check owner compliance with affirmative marketing requirements. If there is lack of performance, it will be discussed with the owner. If there is clear non-compliance with the law, the owner may be disqualified from further HOME Program participation.
- Review tenant data to identify any under representation from particular groups such as single-headed households, families with children, handicapped, etc.

B. Minority and Women Business Outreach Program

The following is the statement of policies and procedures to be followed by Spokane City to meet the HOME Program requirements for a Minority and Women Business Outreach Program, in accordance with 24 CFR § 92.351 and § 85.36(e). These policies and procedures are intended to meet the requirements of Executive Orders 11625 and 12625 (concerning Minority Business Enterprise) and 12138 (concerning Women's Business Enterprise).

Spokane City is committed to a good faith, comprehensive and continuing effort to promote the inclusion of minority and women's business enterprises in the HOME Program and all other housing programs under its auspices.

It is Spokane City's intent to establish and oversee a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms and appraisal firms, management firms, financial institutions, underwriters, accountants, investment banking firms and providers of legal services, and all contracts entered into by the City for the procurement of property and services to provide affordable housing under applicable federal law.

Spokane City will take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.

If there are no minority or women's businesses available locally, this will be documented and the City, its subrecipients, property owners and contractors will have met the obligations of this policy and procedure.

Affirmative steps to comply with federal requirements shall include:

- a. Authorizing the Housing and Community Development Department and appointing the Housing and Community Development Manager or his/her designee to oversee the Minority/Women's Business Outreach Program.
- b. Placing a statement of public policy and commitment in the local newspaper and including the statement in appropriate correspondence and program documents. Using the local media to market and promote contract and business opportunities for minority and women's business enterprises.
- c. Placing qualified minority and women's businesses on solicitation lists, including a description of capabilities, services, supplies and/or products. This inventory will be provided to all subrecipients and property owners receiving funds and/or assistance under the HOME Program along with written instructions for implementing affirmative steps.
- d. Assuring that minority and women's businesses are solicited whenever they are potential sources. Agreements with the City will require subrecipients and property owners to solicit minority and women's businesses when contracting for goods and services.
- e. Dividing total requirements, when economically feasible, into smaller tasks and quantities to permit maximum participation by small and minority business and women's businesses. Subrecipient agreements and agreements with property owners will include this requirement.
- f. Establishing delivery or performance schedules, wherever possible, which encourage participation by minority and women's owned businesses. Subrecipient agreements and agreements with property owners will include this requirement.
- g. Using the services and assistance of the Minority Business Development Agency of the Department of Commerce, Spokane Minority Supplier Development Council, Spokane Area Economic Development Council - Minority Services, Minority Services Northwest, Inland Minority Contractor's Association and the Washington State Office of Minority and Women's Business Enterprise, to develop the inventory lists pursuant to number 3 above and to help perform outreach and capacity building activities.
- h. Requiring prime contractors to require all subcontractors to take appropriate affirmative steps listed above in this policy and procedure.
- i. For all housing activities using Spokane City HOME funds or other federal funds received from Spokane City, requiring subrecipients, contractors and/or property owners to keep records of bids requested, received and awarded and whether or not the firm or enterprise is a minority or women's business enterprise, and to provide forms and instructions as needed.
- j. Assessing performance and taking corrective actions as needed. Spokane City or its subrecipients will be responsible for collecting and compiling data on minority and women's business participation. Subrecipients will submit reports to the City as requested.

Performance will be analyzed by reviewing affirmative steps taken and results of steps taken. If performance is not satisfactory, the subrecipient, owner or contractor will be required to explain deficiencies and non-compliance. If necessary, corrective actions will be taken, including sanctions and/or penalties allowed under local, state and federal law.

C. Equal Opportunity

It is the policy of Spokane City that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with HOME funds. This applies to all beneficiaries, potential beneficiaries, applicants, property owners, businesses, organizations and the public in the provision of all forms of assistance, be it property rehabilitation, homebuyer assistance or tenant based rental assistance.

In addition, Spokane City will make funds available in accordance with the requirements of all applicable laws and regulations including the Fair Housing Act, Age Discrimination Act prohibitions against age, Rehabilitation Act prohibitions against handicapped discrimination and Section 3 of the HUD Act of 1968 regarding training opportunities and contracts for work for low-income residents.

AFTER RECORDING RETURN TO:

City of Spokane,
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

**CITY DEED OF TRUST,
SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

GRANTOR/BORROWER: VOA N. LACEY, LLC

GRANTEE/ LENDER: CITY OF SPOKANE, WASHINGTON

GRANTEE/ TRUSTEE: SPOKANE COUNTY TITLE COMPANY

ABBREVIATED LEGAL: PTN LT 25, BLK 26 MORGAN'S ACRE PARK ADD TO
HILLYARD

Additional legal on Exhibit A of document

ASSESSOR'S ACCOUNT NO.: 36331.0159

RELATED DOCUMENT(S): N/A

**CITY DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

THIS CITY DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (the "City Deed of Trust") is granted this ___ day of October, 2024, by VOA N. LACEY, LLC, a Washington limited liability company ("Grantor"), whose mailing address is c/o Kiemle & Hagood Company, 601 West Main, Suite 400, Spokane WA 99201 as Grantor and debtor hereunder, to Spokane County Title Company ("Trustee"), whose address is 1010 N. Normandie, Suite 100, Spokane, WA 99201, for the benefit of the City of Spokane, State of Washington, a political subdivision of the State of Washington, through its Community, Housing and Human Services Department (the "Beneficiary"), as Beneficiary and secured party hereunder, whose address is c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd, Spokane, WA 99201.

W I T N E S S E T H:

Grantor does hereby irrevocably GRANT, BARGAIN, SELL, and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property in the City of Spokane, State of Washington, described in Exhibit "A", attached hereto and by this reference incorporated herein, together with any and all buildings, structures and improvements now or hereafter erected on or attached to the property, including but not limited to, the fixtures, attachments, equipment, machinery, appliances, and other articles on, in or attached to the property or to such buildings, structures and improvements, all of which are collectively called the "Project." The real property described in Exhibit A together with the after-described Personal Property shall be referred herein as the "Property";

Together With all interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Property;

Together With all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

Together With all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property; and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

Together With all right, title and interest of Grantor in and to all personal property (the "Personal Property") now or hereafter owned by Grantor and now or at any time hereafter located on or at the Property or used in connection therewith, including,

but not limited to, all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance, and all other equipment of every kind), lobby and all other indoor and outdoor furniture, rugs, carpets, and other floor coverings, all inventory related to Grantor's operation of the Property and any business operated thereon by Grantor, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and office maintenance and other supplies and all proceeds thereof and all rights of Grantor as lessee of any Personal Property;

Together With all right, title, and interest of Grantor in the funds deposited pursuant to Section 1.06;

Together With all the estate, interest, right, title, other claim or demand which Grantor now has or may hereafter acquire in the Project, including all unearned premiums under insurance policies now or hereafter obtained by Grantor, claims or demands with respect to the proceeds of insurance, all proceeds of the conversion, voluntary or involuntary of any of the Project described above into cash or other liquidated claims, including proceeds of hazard, title and other insurance and proceeds received pursuant to any sales or rental agreements of Grantor in respect to the Project, all refunds or rebates of taxes or assessments on the Project, all rights of action in respect of the Project and all judgments, damages, awards, settlements and compensation (including interest thereon), heretofore or hereafter made to the present and subsequent owners of any property or rights described or encumbered hereby for any injury to or decrease in value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or by any proceeding or purchase in lieu of all or any part of the Project, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

Together With any and all existing and future leases (including subleases thereof), whether written or oral, rental agreements and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof, upon all or relating to any part of the Property (hereinafter collectively referred to as the "Leases.")

Together With the immediate and continuing right to collect and receive all of the rents, fees, charges, accounts, income, receipts, revenues, issues, profits and other income or other payments of any nature now due or which may become due or to which Grantor may now or shall hereafter (including any income of any nature coming due during any redemption period) become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Project or any part thereof, including but not limited to, fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, all

accounts receivable and general intangibles related to Grantor's operation of the Project and any business operated thereon by Grantor and all proceeds thereof, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Grantor may have against any tenant under the Leases or any subtenants or occupants of the Property, and all proceeds payable as a result of a tenant's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights or claims of any kind that Grantor may have against tenant under the Leases or any occupants of the Property (all such monies, rights and claims described in this paragraph being hereinafter called "Cash Collateral"), excepting there from, any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm or corporation other than the landlord under the Leases.

The entire estate, property, and interest of the Project hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate."

FOR THE PURPOSE OF SECURING:

1. Payment of indebtedness in the total principal amount of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)**, evidenced by that certain Promissory Note and Loan Agreement of even date herewith (the "City Note") executed by Grantor, which has been delivered to, and is payable to, the order of Beneficiary and which, by this reference, is made a part hereof, and any and all modifications, extensions and renewals thereof. The interest rate, payment terms, and the indebtedness evidenced thereby may be adjusted, renewed, or renegotiated without affecting the priority of this City Deed of Trust.

2. Payment of all sums which may become due from Grantor or advances by Beneficiary or its successor, with interest thereon at the City Note Rate (as defined herein), which include, but are not limited to, fire and other hazard insurance and taxes upon the Property, according to the terms of this City Deed of Trust; payment by the Grantor of all reasonable attorney fees and costs incurred by the Trustee or Beneficiary in foreclosing this City Deed of Trust or realizing upon any of the collateral for the obligations which this City Deed of Trust secures; payment by Grantor of all reasonable attorney fees and costs incurred by Trustee or Beneficiary in defending the priority or validity of this City Deed of Trust or the title to the Property; payment by Grantor of all sums advanced by Beneficiary to or on behalf of Grantor for the purpose of clearing encumbrances or defects from the title to the Property where Beneficiary, in good faith, believes such encumbrances to be superior to the lien of the Deed of Trust, including, without limitation, payment of ad valorem taxes and mechanics' or materialmen's liens which may have gained priority over the lien of this City Deed of Trust; payment by Grantor of all reasonable attorney fees and costs incurred by Trustee

or Beneficiary in any bankruptcy proceedings or any reorganization or arrangement proceeding under the Bankruptcy Act affecting Grantor or this City Deed of Trust, and payment of all other sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the City Note Rate.

3. Payment of all other sums, with interest thereon, which may hereafter be loaned to Grantor, their successors or assigns, by Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this City Deed of Trust.

4. Payment of all of the obligations of Grantor under any loan agreement between Grantor and Beneficiary related to the loan evidenced by the City Note.

5. Performance of all of the obligations under the HOME Program Agreement (the "HOME Program Agreement") of even date herewith.

This City Deed of Trust, the City Note, and the HOME Program Agreement and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Documents." All matters described in clauses 1 through 5 above are hereinafter collectively referred to as the "Obligations."

ARTICLE I
COVENANTS AND
AGREEMENTS OF GRANTORS

Grantor hereby covenant and agree:

1.01 Maintenance of the Property. The Property shall be maintained in good condition at all times. Grantor shall promptly make all necessary repairs, replacements and renewals so that the value of the Property shall be maintained. Grantor shall not commit or permit any waste on the Property. Grantor shall comply with all laws, ordinances, regulations and private restrictions affecting the Property. Grantor shall operate the Property in such manner as to prevent deterioration of the land and improvements including fences and retaining ponds, except for reasonable wear and tear from proper use. Grantor shall not demolish or remove any improvements from the Property without the prior written consent of the Beneficiary.

1.02 Required Insurance. Grantor shall at all times provide, maintain, and keep in force, or cause to be provided, maintained and kept in force, the following policies of insurance:

- (a) Insurance against loss or damage to the buildings and

improvements situated on the Property (the "Improvements") by fire and any of the risks covered by insurance of the type now known as "broad form of extended coverage," in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor), and with not more than Five Thousand and No/100 Dollars (\$5,000.00) deductible from the loss payable for any casualty. The policies of insurance carried in accordance with this subparagraph (a) shall contain the "Replacement Cost Endorsement",

(b) Insurance against loss or damage to the Personal Property by fire and other risks covered by insurance of the type now known as "broad form of extended coverage";

(c) Such other insurance and in such amounts as may, from time to time, be reasonably required by Beneficiary against the same or other hazards, including, without limitation, business interruption insurance or insurance covering loss of rents and flood insurance where applicable; and

(d) All policies of insurance required by the terms of this City Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim, or deductions against Grantor.

(e) All policies of insurance shall be issued by companies and in amounts in each company satisfactory to Beneficiary. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with a certificate of insurance of all policies of required insurance. If Beneficiary consents to Grantor providing any of the required insurance through blanket policies carried by Grantor and covering more than one (1) location, then Grantor shall furnish Beneficiary with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date.

(f) At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of premium and the re-issuance of a policy continuing insurance in force as required by this City Deed of Trust. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary. In the event Grantor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies or certificates of insurance required by this section Beneficiary may procure such insurance or single-interest insurance for such risks

covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary and, until such payment is made by Grantor, the amount of all such premiums shall be secured by this City Deed of Trust.

(g) In the event of loss, Grantor shall immediately notify Beneficiary, who may make proof of loss if it is not made promptly by Grantor. Proceeds shall be paid directly to Beneficiary who may compromise with any insurance company and make a final settlement that shall be binding upon Grantor. Any such insurance proceeds shall be paid to Beneficiary and applied in Beneficiary's discretion either to repayment of the obligations secured hereby or to pay for repairs or replacements necessitated by such casualty or condemnation.

1.03 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this City Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title, and interest of Grantor in and to all policies of insurance required by Section 1.02 shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Estate.

1.04 Indemnification; Subrogation; Waiver of Offset.

(a) If, without itself having been negligent, Beneficiary is made a party defendant to any litigation concerning this City Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Grantor, then Grantor shall indemnify, defend, and hold Beneficiary harmless from all liability, loss, cost, or damage, by reason of said litigation, including reasonable attorney's fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment.

(b) Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents, and representatives, for loss of or damage to Grantor, the Trust Estate, Grantor's property, or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this City Deed of Trust.

(c) All sums payable by Grantor hereunder and all obligations secured hereby shall be paid without counterclaim, set off, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction; and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv)

any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Beneficiary, or any action taken with respect to this City Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Grantor have or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing and whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waive all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of any sum secured hereby and payable by Grantor. Nothing in this paragraph shall, however, be construed as a waiver or release by Grantor of any claim, cause of action, or right which Grantor may now or hereafter have against Beneficiary.

1.05 Taxes and Liens. Grantor shall pay before they become delinquent all taxes and assessments levied against or on account of the Trust Estate and shall pay as due all claims for work done on or for services rendered or material furnished to the Property. Special assessments shall be paid currently, without deferral, unless the lien for deferred assessments is subordinate to the interest of Beneficiary under this City Deed of Trust, or Beneficiary gives its prior written consent to the deferral. Grantor shall maintain the Trust Estate free of any liens having priority over or equal to the interest of Beneficiary under this City Deed of Trust except for "Permitted Encumbrances" as defined in Section 1.09, the lien of taxes and assessments not delinquent, and except as hereinafter otherwise provided. Grantor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the trust estate is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any costs, attorney fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. The assessor or tax collector of the county in which the Property is located is authorized to deliver to Beneficiary a written statement of the property taxes assessed or owing at any time.

1.06 Reserves. Any time after the occurrence of an event of default, as provided for in Section 4.01, Beneficiary may require Grantor to maintain reserves for payment of taxes (including special assessments and other charges against the Trust Estate by governmental or quasi-governmental bodies) or premiums on property insurance or both. The reserves shall be created by payment each month to Beneficiary of an amount determined by Beneficiary to be sufficient to produce by the date they are due amounts equal to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Grantor shall upon demand pay such additional sum as Beneficiary shall

determine to be necessary to cover the required payment. If Grantor desires to carry a package of insurance that includes coverage in addition to that required under this City Deed of Trust, Beneficiary may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be quoted separately, and Beneficiary may permit Grantor to furnish a certificate of insurance rather than deposit the policy as required above. If at any time Beneficiary holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, Beneficiary may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage.

If the policy does not permit such partial payment, Beneficiary may use the reserve funds for the premium on a new, separate policy providing the required insurance coverage and allow the package policy to lapse. Beneficiary shall not charge a service charge for collecting reserves and paying taxes and insurance premiums. The reserves shall not constitute a trust. Grantor agrees that Beneficiary may commingle reserve funds with other funds of Beneficiary and need not invest them for the benefit of Grantor. Grantor agrees that Beneficiary need not pay Grantor interest on reserves, unless applicable statutes require payment of interest notwithstanding any contrary agreement.

1.07 Expenditures by Beneficiary. If Grantor shall fail to comply with any provision of the City Loan Documents, Beneficiary may, at its option, on Grantor's behalf, and with subsequent notice to Grantor, take such actions as are allowed by this City Deed of Trust and any amount that it reasonably expends in so doing shall be payable on demand with interest at the rate specified in the City Note (the "Note Rate") from the date of expenditure. Failure to repay such expenditure and interest thereon on demand will, at Beneficiary's option, constitute an event of default hereunder; or Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure, all costs and expenses incurred in such action, together with a reasonable attorney's fee at trial and on appeal.

1.08 Utilities. Grantor shall pay or cause to be paid when due all utility charges which are incurred by Grantor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

1.09 Warranty; Defense of Title. Grantor warrants that Grantor holds merchantable title to the Property in fee simple, free of all encumbrances other than the encumbrances described on Exhibit "B" attached hereto. Those encumbrances listed on Exhibit "B" are defined as "Permitted Encumbrances". Grantor warrants and will forever defend the title against the claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the

interest of Beneficiary under this City Deed of Trust, Grantor shall defend the action at Grantor's expense. If any Permitted Encumbrance is a lien, Grantor shall pay any sums and do any other acts necessary to prevent a default hereunder or prevent any action or condition which with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

1.10 Damages and Insurance and Condemnation Proceeds.

(a) Grantor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments, and rights to payment:

(i) All awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; and

(ii) All other awards, claims, and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; and

(iii) All proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Beneficiary; and

(iv) All interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Beneficiary in writing if:

(i) Any damage occurs or any injury or loss is sustained to all or any part of the Property, or any action or proceeding relating to any such damage, injury, or loss is commenced; or

(ii) Any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

(c) If Beneficiary chooses to do so, Beneficiary may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury, or loss to all or part of the Property, and Beneficiary may make any compromise or settlement of the action or proceeding with respect to its rights and/or interests. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Grantor in adjusting any loss covered by insurance.

(d) All proceeds of these assigned claims and all other property and

rights which Grantor may receive or be entitled to shall be paid to Beneficiary. In each instance, Beneficiary shall apply such proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including reasonable attorneys' fees. If, in any instance, each and all of the following conditions are satisfied in Beneficiary's reasonable judgment, Beneficiary shall permit Grantor to use the balance of such proceeds (the "Net Claims Proceeds") to pay costs of repairing or reconstructing the Property in the manner described below:

(i) The plans and specifications, cost breakdown, construction contract, construction schedule, contractor and payment and performance bond for the work of repair or reconstruction shall all be reasonably acceptable to Beneficiary; and

(ii) Beneficiary shall receive evidence reasonably satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(iii) The Net Claims Proceeds (together with the net proceeds of any rental interruption insurance and reasonably projected rental receipts during the repair or reconstruction period) shall be sufficient in Beneficiary's determination to pay for the total cost of repair or reconstruction, including all associated development costs and interest and other sums projected to be payable on the Obligations until the repair or reconstruction is complete; or Grantor shall provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Grantor and found acceptable by Beneficiary, of the total cost of repair or reconstruction; and

(iv) Unless otherwise agreed to by Beneficiary, Beneficiary shall receive evidence satisfactory to it that, after the repair or reconstruction is complete, (1) all non-residential leases acceptable to Beneficiary will continue (or a replacement therefor reasonably satisfactory to Beneficiary immediately commences); and (2) the Property will continue to operate in substantially the same manner, and will generate the same debt service coverage as immediately before the damage or condemnation occurred; and

(v) Beneficiary shall be satisfied that the repair or reconstruction can be completed prior to the maturity date of the Note; and

(vi) No default or Event of Default (as defined in the applicable City Loan Document, subject to applicable notice and cure periods) shall have occurred and be continuing under the City Loan Documents.

If Beneficiary finds that such conditions have been met, Beneficiary shall hold the Net Claims Proceeds, and any funds which Grantor is required to provide, in an interest-bearing account and shall disburse them to Grantor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that

repair or reconstruction has been completed satisfactorily and lien-free; provided, however, if requested by Grantor, Beneficiary shall make partial progress payments of Net Claims Proceeds from time to time, provided that (1) such shall not be more frequently or for smaller amounts than Beneficiary approves in its sole and absolute discretion, (2) for each such disbursement, Beneficiary shall receive a disbursement request package including a written draw request, all in form and substance and containing such items, acceptable to Beneficiary in its sole and absolute discretion, together with such information and documentation relating thereto as Beneficiary requests to evidence the progress of construction and payment and lien releases relating thereto, all as determined by Beneficiary in its sole and absolute discretion. However, if Beneficiary finds that one or more of such conditions have not been satisfied, Beneficiary may apply the Net Claims Proceeds to pay or prepay some or all of the Obligations in such order and proportions as Beneficiary in its sole and absolute discretion may choose.

(e) Grantor hereby specifically, unconditionally, and irrevocably waives all rights of a property owner granted under applicable law, which provides for allocation of condemnation proceeds between a property owner and a lienholder, and any other law or successor statute of similar import.

1.11 Inspections. Upon at least 48 hours written notice to Grantor, Beneficiary, its agents, representatives and workmen, are authorized to enter upon the Property at any reasonable time for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the City Loan Documents.

1.12 No Waiver. By accepting payment of any obligation secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other obligations secured hereby or to declare default for failure so to pay.

1.13 Accounting. Grantor will keep and maintain or will cause to be kept and maintained in accordance with sound accounting practice accurate and proper books of record and account relating to the Property. Grantor shall permit Beneficiary to examine the books of account and other records of Grantor, to discuss the affairs, finances and accounts of Grantor and to be informed as to the same by Grantor, all at such reasonable times and intervals as Beneficiary may desire. At the request of Beneficiary, Grantor will, at its own cost and expense, furnish to Beneficiary within one hundred eighty (180) days after the end of each fiscal year, annual financial statements of Grantor and copies of the balance sheet and operating statements relating to the Property for such year, in reasonable detail and in form and substance satisfactory to Beneficiary. In the event Grantor fails to furnish any of the financial statements herein required, Beneficiary may cause an audit to be made of Grantor's books and records, at Grantor's sole cost and expense.

1.14 Use of Property. The Property is not used primarily for farming or

agricultural purposes.

ARTICLE II
SECURITY AGREEMENT

2.01 Creation of Security Interest. For the purpose of securing all obligations of Grantor contained in the City Loan Documents, Grantor hereby grants to Beneficiary a security interest in the Trust Estate, including but not limited to, the Personal Property and the Cash Collateral.

2.02 Warranties, Representations and Covenants of Grantor. Grantor hereby warrants and covenants as follows:

(a) Except for the Permitted Encumbrances, Grantor is and, as to portions of the Personal Property and Cash Collateral to be acquired after the date hereof, will be the sole owner of the Personal Property and Cash Collateral, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Personal Property and Cash Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) The Personal Property will be kept on or at the Property and Grantor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor with an article of equal suitability owned by Grantor free and clear of any lien or security interest except the Permitted Encumbrances.

(c) Except for Permitted Transfers as defined in the Loan Agreement, Grantor will not lease, sell, convey or in any manner transfer the Personal Property and Cash Collateral without the prior written permission of the Beneficiary.

(d) Grantor maintains a place of business in the State of Washington, and Grantor will immediately notify Beneficiary in writing of any change in its place of business.

(e) At the request of Beneficiary, Grantor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Washington in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to necessary or desirable.

(f) All covenants and obligations of Grantor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property and Cash

Collateral, whether or not expressly referred to herein.

(g) This City Deed of Trust constitutes a security agreement as that term is used in the Uniform Commercial Code of Washington.

(h) Grantor will comply with all requirements of the City Loan Agreement and the HOME Program Agreement.

ARTICLE III
ASSIGNMENT OF LEASES AND RENTS

3.01 Assignment. Grantor hereby assigns to Beneficiary and grants to Beneficiary a security interest in all Leases and Cash Collateral as security for performance of all obligations of Grantor contained in the City Loan Documents.

3.02 Representations and Warranties. Grantor represents and warrants as follows:

(a) Grantor has good right, title and interest in and to the Leases and Cash Collateral and good right to assign the same, and that no other person has any right, title or interest therein, except for the Permitted Encumbrances.

(b) Grantor has duly and punctually performed all and singular the material terms, covenants, conditions and warranties of the Leases on Grantor's part to be kept, observed and performed.

(c) The existing Leases, if any, are valid and, except as disclosed to Beneficiary, unmodified and are in full force and effect,

(d) None of the Cash Collateral due and issuing from the Property or from any part thereof has been collected for any period in excess of one (1) month from the date hereof, and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised.

(e) Grantor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Cash Collateral.

(f) None of the tenants under any existing Leases is in default of any of the material terms thereof.

3.03 Covenants of Performance. Grantor covenants, promises and agrees as follows:

(a) Grantor shall observe, perform, and discharge, duly and punctually, all of the material obligations of the Leases on the part of Grantor to be kept,

observed and performed; and shall give prompt notice to Beneficiary of any failure on the part of Grantor to observe, perform or discharge same.

(b) Grantor shall enforce the performances of each and every material obligation, term covenant, condition and agreement in the Leases by any tenant to be performed, and shall notify Beneficiary of the occurrence of any material default under the Leases.

(c) Grantor shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties, or liabilities of Grantor or any tenant thereunder at the expense of Grantor.

3.04 Prior Approval for Actions Affecting Leases. Grantor, without the prior written consent of Beneficiary, which shall not be unreasonably withheld, further covenants and agrees as follows:

(a) Grantor shall not receive or collect any Cash Collateral from any present or future tenant of the Property or any part thereof for a period of more than two (2) months in advance (whether in cash or by promissory note) nor pledge, transfer, mortgage, grant a security interest in, or otherwise encumber or assign future payments of Cash Collateral, except for the Permitted Encumbrances.

(b) Grantor shall not lease any part of the Property for non-residential purposes.

3.05 License to Collect Cash Collateral. As long as there shall exist no default by Grantor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in the City Note or contained in the Leases, Grantor shall have the right under a license granted hereby (but limited as provided herein) to collect, but not prior to accrual, all of the Cash Collateral arising from or out of said Leases or any renewals, extensions and replacements thereof, or from or out of the Property or any part thereof. Grantor shall receive such Cash Collateral and hold the Cash Collateral, together with the right and license herein granted, as a trust fund to be applied, and Grantor hereby covenants to so apply them firstly to the payment of taxes and assessments upon the Property before penalty or interest is due thereon; secondly to the costs of operations, insurance, maintenance and repairs required by the terms of this City Deed of Trust; thirdly to satisfaction of all obligations under the Leases; fourthly to the payment of interest, principal and any other sums becoming due under Permitted Encumbrances; and fifthly, to the payment of interest, principal and any other sums becoming due under the City Note and City Loan Documents, before using any part of the same for any other purposes. Upon the conveyance by Grantor and its successors and assigns of Grantor's interest in the Property, all right, title, interest and powers granted under the license

aforsaid shall automatically pass to and may be exercised by each subsequent owner.

ARTICLE IV
REMEDIES UPON DEFAULT

4.01 Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest on the City Note or any other sums secured hereby when due and such default continues for ten (10) days after written notice of default; or

(b) Grantor shall file a voluntary petition in bankruptcy or such a petition shall be filed against Grantor and is not dismissed within ninety (90) days after filing; or if Grantor shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Grantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Grantor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unabated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Grantor and such appointment shall remain unvacated and unstated for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A notice of lien, levy, or assessment is filed or a writ of execution or attachment or any similar process is issued or levied with respect to all or a part of the Trust Estate or any judgment involving monetary damages shall be entered against Grantor and become a lien on the Trust Estate or any portion thereof or interest therein and Grantor fails, within thirty (30) days, to satisfy or have the same released or to deposit with Beneficiary cash or sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien, levy, assessment, writ or similar process or judgment plus any costs, attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien, levy, assessment, writ or similar process or judgment;

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in any of the City Loan Documents or any part thereof, not referred to in this Section 4.01, but subject to any applicable cure period specified in the City Loan Documents; provided, however, that if no cure period is specified, Grantor shall have a period of thirty (30) days after written notice of the breach or default within which to cure the breach or default (provided, however, that if the breach or default is reasonably susceptible of cure but not within such 30-day period, then no breach or default shall be deemed to exist so long as Grantor commences such cure within the 30-day period and diligently and in good faith continuously pursues such cure to completion within sixty (60) days).

(f) There has been any conveyance of the Property or transfer of stock or interests in Grantor in violation of Section 4.04 of this Deed of Trust.

(g) If the City Loan Documents evidence or secure a construction loan, any of the following events shall also be deemed an event of default hereunder (capitalized terms not otherwise defined herein shall have the meanings given to them in the City Loan Documents):

(i) The dissolution, liquidation, bankruptcy, reorganization or insolvency, voluntary or involuntary, of the general contractor for the Project or architect for the Project and the failure of Grantor to find and contract with a replacement reasonably satisfactory to Beneficiary within a reasonable time thereafter.

(ii) Title to the Property is not satisfactory to Beneficiary by reason of any defect (even though the same may have existed at the time of any prior advance of the loan proceeds) except the Permitted Encumbrances and those matters affecting title which have at any time been consented to in writing by Beneficiary, and such defect has not been corrected within ninety (90) days after notice to Grantor or no title insurance company will insure any disbursement to be secured by this Deed of Trust as a valid lien on the Property subject only to the Permitted Encumbrances and those matters affecting title which have at any time been consented to in writing by Beneficiary.

(iii) Grantor does not construct the Project substantially in accordance with all material aspects of the Plans and Drawings and all applicable laws, rules, regulations and requirements now existing or hereafter enacted, adopted or promulgated of all governmental authorities having jurisdiction over the Property, or Grantor fails to file with the appropriate departments of any governmental authority having jurisdiction over the Property amended or supplemental Plans and Drawings if required by law, or Grantor fails to furnish to Beneficiary written certificates issued by such departments approving the Plans and Drawings.

(iv) Grantor fails to comply with any requirement of any government authority having jurisdiction over the Property within the time required by such authority after notice in writing of such requirement shall have been given to Grantor.

4.02 Rights and Remedies on Default. Upon the occurrence of any event of default hereunder and at any time thereafter, Beneficiary may exercise any one or more of the following rights and remedies:

(a) Withhold further disbursement of proceeds of the City Loan that is evidenced by the City Note.

(b) The right at its option by notice to Grantor to declare the entire indebtedness secured hereby immediately due and payable provided, however, that no default under Section 6.1 of the City Loan Agreement shall allow the Beneficiary to declare the entire indebtedness secured hereby immediately due and payable unless or until a written Notice of Default is received as provided in Section 6.2(a) of the City Loan Agreement and the Grantor has failed to cure the default within the period of time provided for under the City Loan Agreement.

(c) Subject to the Section 4.03 below, Beneficiary may exercise any remedy available at law or in equity, including, but not limited to an action for judicial or non-judicial foreclosure of the Property in accordance with applicable Washington law.

4.03 Lien Priority. This City Deed of Trust shall be in a subordinate lien position on the Property subject only to the Permitted Encumbrances in a senior lien position.

4.04 Due on Sale or Increase in Interest Rate on Sale. Grantor agrees and acknowledges that the indebtedness evidenced by the City Note is personal to Grantor, and that Grantor's personal responsibility and /or control of the Property is a material inducement to Beneficiary to agree to enter into this transaction. Except for Permitted Sales and Permitted Transfers as defined in the City Loan Agreement, any conveyance of the whole or any part of the Property, whether by deed, contract, further encumbrance, lease of the same (other than a lease of any portion of the space in the improvements on the Property in the ordinary course of business without an option to purchase) or otherwise without Beneficiary's prior written consent, or any transfer of general partnership interests in Grantor without Beneficiary's prior written consent, shall be deemed to increase the risk of Beneficiary, and Beneficiary or other holder may declare the entire unpaid balance immediately due and payable, or, at its sole option, it may consent to such conveyance or transfer in writing and may increase the interest rate on the City Note, change the maturity date of the City Note, modify the loan terms or impose whatever other conditions it shall deem necessary to compensate it for such

increased risk. Any increase in interest shall entitle the holder to increase monthly payments on the loan evidenced by the City Note so as to retire the obligation within the original stipulated time. In the event Grantor shall request the consent of Beneficiary in accordance with the provisions of this Section 4.04, Grantor shall deliver a written request to Beneficiary, together with such information as Beneficiary may reasonably request regarding such conveyance or transfer and shall allow Beneficiary thirty (30) days to evaluate such request. In the event Beneficiary approves such conveyance or transfer, Grantor shall pay Beneficiary a processing fee in an amount to be determined by Beneficiary but in no event less than Five Hundred Dollars (\$500.00) to compensate Beneficiary for its costs in processing such request. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to any further or successive transaction. The execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement, or other instrument whereunder any other person or corporation may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a conveyance or transfer for the purposes of this section, and shall require the prior written consent of Beneficiary.

Beneficiary's consent may be conditioned upon: (i) reasonable evidence satisfactory to Beneficiary that no uncured event of default exists; and (ii) if the proposed transfer is of the Property or of an interest in the Property or, if applicable, involves the admission of a new general partner in Grantor, (A) an opinion of counsel for the proposed transferee of the Property or the new general partner (in either such case, the "Transferee"), delivered to Beneficiary, to the effect that the Transferee has assumed in writing and in full all duties and obligations of Grantor under the City Loan Documents and that this Deed of Trust and the other City Loan Documents constitute legal, valid and binding obligations of the Transferee; (B) if the Grantor or an affiliate of the Grantor was the property manager, a determination by Beneficiary that the Transferee or an affiliate of the Transferee has the capacity to assume responsibility for the management of the Property, and (C) with regard to any project of the Transferee financed by Beneficiary, that the Transferee is not in arrears on any payments of amounts due and owing to Beneficiary or in default under any deed of trust, note, or other agreement entered into between Transferee and Beneficiary as to any such project.

In the event ownership of the Property or any portion thereof becomes vested in a person other than Grantor herein named, Beneficiary may, without notice to Grantor herein named, whether or not Beneficiary has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Deed of Trust and the obligations secured hereby, in the same manner as with Grantor herein named, without in any way vitiating or discharging Grantor's liability hereunder or the obligations hereby secured.

In addition to the requirements of this Section 4.04, Grantor shall not voluntarily sell or

transfer the Property or any portion thereof except in compliance with Section 18 of the HOME Program Agreement and Section 3.3 of the City Loan Agreement.

4.05 Attorney(s) Fees. In the event suit, action, or arbitration proceeding is instituted to enforce any of the terms of this City Deed of Trust the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney fees at arbitration, trial, on any appeal, and in any bankruptcy proceeding. All reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's reasonable opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, demanding payment, attorneys' opinions, or title insurance, whether or not any court action is involved, shall become a part of the indebtedness secured hereby, payable on demand, and shall bear interest at the Note Rate from the date of expenditure until paid.

4.06 Limited Recourse. In the event of a default by the Grantor under this City Deed of Trust, the Beneficiary's sole remedy shall be limited to exercising its rights under Article V of the City Loan Agreement and under this City Deed of Trust, including foreclosure and exercises of the power of sale or other rights granted thereunder, subject to the provisions of Paragraph 4.03 of this City Deed of Trust. Notwithstanding any other provision of the City Note or of the City Loan Agreement between Grantor and the Beneficiary, and in the absence of circumstances giving rise to director liability under RCW 23B.08.320, the City hereby fully acknowledges, covenants and agrees that its recourse for obtaining from Grantor satisfaction of the obligations of Grantor under this City Deed of Trust is absolutely and strictly limited to the Project. If actions are necessary to collect such obligations, no such action shall seek recovery from assets of the Grantor, other than the assets constituting the Project for which this City Deed of Trust was issued. If it is necessary to name Grantor in any proceeding in respect of such obligations, pleading shall expressly set forth the limited nature of the proceedings against Grantor and the Beneficiary agrees not to seek the imposition of any "personal" judgment or other claim against Grantor, except for purposes of realizing the benefits and value of the assets of the Project. Except for the limited extent necessary to enforce the interests of the Beneficiary in and to the assets of the Project, no recourse at law or in equity may be had under this Deed of Trust and the Beneficiary will not seek money damages. The limitations on the liability of the Grantor under this paragraph shall not limit the City's ability to seek recovery from Grantor for damages or expenses incurred by the City resulting from damages or deficiencies resulting from theft, waste, fraud, misuse of rents or any material misrepresentation by Grantor in connection with the City Loan Documents.

ARTICLE V
MISCELLANEOUS

5.01 Governing Law. This Deed of Trust shall be governed by the laws of the State of Washington. In the event that any provision or clause of any of the City Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such City Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the City Loan Documents are declared to be severable.

5.02 Modification. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.03 Inspections and Appraisals. Beneficiary or its agents may enter upon the Property at any reasonable times to inspect or appraise it, whether or not any default exists hereunder. If Grantor refuses to permit such inspection or appraisal, Beneficiary may specifically enforce performance of this provision. Grantor agrees to pay the cost of all appraisals and appraisal reviews required by Beneficiary in its sole discretion (a) to comply with (i) any applicable statute or regulation, or (ii) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Beneficiary, (b) to comply with Beneficiary's policies concerning appraisals, or (c) at any time after the occurrence of an event of default. All such appraisal and appraisal review costs shall become a part of the indebtedness secured hereby and shall be payable on demand, together with interest thereon at the Note Rate.

5.04 Notices. Whenever Beneficiary, Grantor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this City Deed of Trust. Any communication which is mailed as provided above shall be deemed delivered 72 hours after mailing. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.05 Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this City Deed of Trust.

5.06 Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially unsecured portion of the debt shall be completely paid prior to the payment of the remaining and

secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this City Deed of Trust. Further, the invalidity or unenforceability of any portion or provision of this City Deed of Trust shall in no way affect the validity or enforceability of the remainder hereof.

5.07 Subrogation. To the extent that proceeds of the City Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Grantor's request and Beneficiary shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether such liens, charges or encumbrances are released.

5.08 No Merger. If both the Lessor and Lessee estates under any lease or portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this City Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this City Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Grantor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.09 Hazardous Substances.

(a) Grantor represents and warrants to Beneficiary that Grantor obtained a Phase I Environmental Assessment Report dated February 23, 2023 of the Property from Budinger & Associates. Except as may be disclosed therein, Grantor has no actual knowledge that hazardous or toxic waste or substances are being stored on, or have been stored or used on, the Property or any adjacent property in violation of any applicable statute, regulation or ordinance. Grantor agrees to provide written notice to Beneficiary if Grantor becomes aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property that directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances in violation of any applicable statute, regulation or ordinance.

For purposes of this City Deed of Trust, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic

wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including without limitation the statutes listed below:

Federal Resource Conservation and Recovery Act of 1979, 42 U.S.C. Section 6901 et seq.

Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

Federal Clean Air Act, 42 U.S.C. Sections 7401-7626.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq.

Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 135 et seq.

Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.

Federal Safe Drinking Water Act, 42 U.S.A. Section 300(f) et seq.

Washington Water Pollution Control Act, RCW Chapter 90.48.

Washington Clear Air Act, RCW Chapter 70.94.

Washington Solid Waste Management Act, RCW Chapter 70.95.

Washington Hazardous Waste Disposal Act, RCW Chapter 70.105.

Washington Hazardous Waste Regulation Act, RCW Chapter 70.105A.

Washington Nuclear Energy and Radiation Act, RCW Chapter 98.

Washington Radioactive Waste Storage and

Transportation Act, RCW Chapter 70.99.

(b) Grantor will indemnify and hold Beneficiary harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuits and other proceedings, (including attorneys fees), arising directly or indirectly from or out of, or in any way connected with (i) the material inaccuracy of the certifications contained herein or in the City Loan Documents, (ii) any activities on the Property during Grantor's ownership, possession or control of the Property which directly or indirectly result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances, (iii) the discovery of hazardous or toxic waste or substances on the Property, or the discovery of hazardous or toxic waste or substances on any other property caused by activities on the Property, or (iv) the clean-up of hazardous or toxic waste or substances from the Property or the clean-up of hazardous or toxic waste or substances from any other property caused by activities on the Property.

(c) Beneficiary and its representatives may enter the Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Property as may be necessary to conduct the environmental audit. Beneficiary shall not be required to remedy any such injury or compensate Grantor therefore. Grantor shall cooperate in all respects in the performance of the audit. Grantor shall pay the costs of any environmental audit if either a default exists under this Deed of Trust at the time Beneficiary arranges to have the audit performed or the audit reveals a default pertaining to hazardous or toxic wastes or substances. If Grantor refuses to permit Beneficiary or its representatives to conduct an environmental audit on the Property, Beneficiary may specifically enforce performance of this provision.

5.10 Handicapped Access.

(a) Grantor agrees that Grantor and the Property shall comply with the applicable requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988, all federal, state and local laws and ordinances related to disabled access, and all statutes, rules, regulations, and orders of governmental bodies and regulatory agencies or orders or decrees of any court adopted or enacted with respect thereto including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, as now existing or hereafter amended or adopted (collectively "Access Laws"). As a condition precedent to the obligation of Beneficiary to disburse any funds with respect to the loan secured hereby, Beneficiary may require a certificate of Access Law compliance and indemnification in a form reasonably acceptable to Beneficiary. Beneficiary may also require a certificate of Access Law compliance from an architect, engineer, or other third party acceptable to Beneficiary.

(b) Notwithstanding any limits set forth herein or in any other document on Grantor's obligation to obtain Beneficiary's approval of alterations of the Property, Grantor shall not alter or permit any tenant or other person to alter the Property in any

manner which would increase Grantor's responsibilities for compliance with the Access Laws without the Prior written approval of Beneficiary. Beneficiary may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Beneficiary.

(c) Grantor agrees to give prompt notice to Beneficiary of any claims of violations of any Access Laws and of the commencement of any proceedings or investigations which relate to compliance with any of the Access Laws.

(d) Grantor shall indemnify, defend, and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines, and other proceedings, including without limitation reasonable attorneys fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Grantor under this section shall survive any termination, satisfaction, assignment, judicial or non-judicial foreclosure proceeding, or delivery of a deed in lieu of foreclosure.

5.11 Venue & Jurisdiction. In any action arising out of or in connection with this Deed of Trust or any other City Loan Documents, all parties hereto irrevocably consent to the personal jurisdiction of the Superior Court of Spokane County, Washington.

[Remainder of page intentionally left blank]

NOTICE TO SIGNERS: FOR RECORDING PURPOSES, DO NOT ENCROACH
YOUR SIGNATURE IN THE ONE-INCH MARGIN

GRANTOR:

VOA N. LACEY, LLC,
a Washington limited liability company

By: Volunteers of America Eastern Washington and Northern Idaho,
a Washington nonprofit corporation, its sole member

By: _____
Fawn Schott
Chief Executive Officer

Approved as to form:

By: _____
Megan Kapaun
City of Spokane, Office of the City Attorney

EXHIBIT A

LEGAL DESCRIPTION

LOT 24 AND THE SOUTH 46 FEET OF LOT 25, BLOCK 26, MORGAN'S ACRE PARK ADDITION TO HILLYARD, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGE 3, RECORDS OF SPOKANE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 26, BEING HEREINABOVE DESCRIBED;
THENCE ALONG THE WEST LINE OF SAID BLOCK 26, NORTH 02°23'58" WEST 146.00 FEET TO
THE NORTHWEST CORNER OF SAID SOUTH 46 FEET OF LOT 25, BEING HEREINABOVE DESCRIBED;
THENCE ALONG THE NORTH LINE OF SAID SOUTH 46 FEET OF LOT 25, NORTH 87°22'02" EAST
200.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 46 FEET OF LOT 25;
THENCE ALONG THE EAST LINE OF SAID LOTS 24 AND 25, SOUTH 02°23'58" EAST 146.00 FEET
TO THE SOUTHEAST CORNER OF SAID LOT 24;
THENCE ALONG THE SOUTH LINE OF SAID LOT 24, SOUTH 87°22'02" EAST 200.00 FEET
TO THE
SAID POINT OF BEGINNING OF THIS DESCRIPTION;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

EXHIBIT B
PERMITTED ENCUMBRANCES/LIENS

[see attached]

Promissory Note and Loan Agreement

By and Between

CITY OF SPOKANE, WASHINGTON

and

VOA N. Lacey, LLC
a Washington limited liability company

PROMISSORY NOTE AND LOAN AGREEMENT

THIS PROMISSORY NOTE AND LOAN AGREEMENT (the "City Loan Agreement") is entered into effective as of October ____, 2024 by and between the City of Spokane, Washington, a political subdivision of the State of Washington (the "City") and VOA N. Lacey, LLC, a Washington limited liability company (the "Borrower") (together, the "Parties").

WITNESSETH:

WHEREAS, the City is authorized by the Constitution and the laws of the State of Washington to make loans to the owners and developers of low income rental housing, and desires to increase the supply of affordable housing within the City of Spokane; and

WHEREAS, the Borrower owns the real property described in the attached Exhibit "A" and the improvements located thereon located on 6208 N Lacey Street in Spokane WA (the "Land and Improvements") which consists of new construction of 12 units of affordable rental housing consisting of twelve (12) one-bedroom units. The Project provides: twelve (12) units serving households of up to 30% AMI. The Borrower also owns all personal property (the "Personal Property") now or at any time hereafter located on or at the Property (defined below) or used in connection therewith, including, all facilities, fixtures, machinery, apparatus, installations, goods, furniture, equipment, inventory, and other properties (including without limitation all heating, ventilating, air conditioning, plumbing and electrical equipment, all elevators and escalators, all sprinkler systems, all engines and motors, all lighting, laundry, cleaning, fire prevention and fire extinguishing equipment, all ducts and compressors, all refrigerators, stoves, and other appliances, attached cabinets, partitions, rugs, carpets and draperies, all building materials and supplies, and all construction forms, tools, and equipment) now or hereafter located in or used or procured for use in connection with the Property, together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports, and other work products relating to the construction of the existing or any future improvements on the Property, and any and all in, to, or under any architects' contracts or construction contracts relating to the construction of the existing or any future improvements on the Property, and any performance and/or payment bonds issued in connection therewith, together with all trademarks, trade names, copyrights, computer software, and other intellectual property used by Debtor in connection with the Property, together with any and all rights of Debtor without limitation to make claim for, collect, receive, and receipt for any and all rents, income, revenues, issues, royalties, and profits, including mineral, oil, and gas rights and profits, insurance proceeds, condemnation awards, and other moneys payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any agreement (including those referred to above) affecting or relating to any of the Property, together with any and all rights of Debtor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements, and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property, and together with all books and records of Borrower relating to the foregoing in any form and all computer

software necessary or useful to reading such books and records, and together with proceeds of any of the foregoing. The Land and Improvements and Personal Property are collectively referred to as “Property”; and

WHEREAS, the City proposes to make a loan to the Borrower in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000), (the “City Loan”), to provide permanent financing for the construction of the Project, which loan from the City will be evidenced by this City Promissory Note and Loan Agreement (the “City Loan Agreement”) and secured by that certain Deed of Trust, Security Agreement, and Assignment of Leases and Rents (the “City Deed of Trust”) from the Borrower to a trustee in trust for the benefit of the City; and

WHEREAS, eight (8) units of the Project are supported by the City Loan and the rents charged in those eight (8) HOME-assisted “floating” units shall not exceed the HOME Program Rent Limits established by the HOME Program Agreement; and

WHEREAS, the Borrower is not relying on the City for any financial support of the Project in excess of the City Loan, the total amount of which will not exceed the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00); and

WHEREAS, the Parties are induced to enter into this City Loan Agreement solely by the terms and the conditions below and the City has made no representations to any other parties concerning the Borrower’s capacity or ability to consummate the transactions described herein; and

WHEREAS, the City and the Borrower have executed and delivered a HOME Program Agreement of even date herewith, (the “HOME Program Agreement” which collectively with this City Loan Agreement and the City Deed of Trust are referred to as the “City Loan Documents”), pursuant to which the Borrower agrees to construct and operate the Project in accordance with certain requirements of the City for a period of forty (40) years from the date of the completion of the Project.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings set forth herein, the Parties hereto agree as follows:

ARTICLE I **PROMISSORY NOTE**

1.1 **Preamble.** The Borrower promises to pay to the order of the City at its office in Spokane, Washington or as such other place or places to such other party as the City may designate, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) or so much thereof as may be advanced, in lawful money of the United States of America, all as provided for in this City Loan Agreement.

The City Loan shall be advanced by the City in accordance with the terms of this City Loan Agreement to pay those expenses related to the City Loan and the Project that are described in the Sources and Uses, attached hereto as Exhibit “B” and incorporated herein by this reference.

1.2 Repayment Terms. The City Loan of \$1,500,000.00 shall be subject to the following repayment terms:

The City Loan shall have a term of 480 months (the "Maturity Date") beginning on the date of initial disbursement. Interest shall accrue at 1% per annum simple, non-compounding interest on the outstanding principal balance. Commencing on the first day of the first month following initial disbursement and for 180 months, payments of interest-only shall be payable in monthly installments at 1% per annum simple, non-compounding interest on the outstanding principal balance. Commencing on the first day of the first month following the 180-month interest-only period, payments of principal and interest shall be payable in monthly installments in an amount necessary to fully amortize the outstanding principal balance at a 1% per annum simple, non-compounding interest rate in equal monthly payments as calculated over a 360 month amortization period. The final monthly payment of principal and interest shall be in an amount sufficient to bring the remaining balance of principal and interest owed to zero at the Maturity Date.

Payments shall be made in lawful money of the United States of America to the City of Spokane, c/o Community Housing and Human Services Department, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

1.3 Events of Default. Subject to any notice provisions under Section 6.1(a), if the Borrower fails to pay when due, the principal and accrued interest on the City Loan or there occurs an "Event of Default" under and as such term is defined in this City Loan Agreement or the HOME Program Agreement, the principal balance and all accrued interest on this City Loan, shall at the option of the City be immediately due and payable. If this City Loan is placed in the hands of an attorney or attorneys for collection, or if suit is filed hereon, if proceedings are had in bankruptcy, probate, receivership, reorganization, arrangement or other judicial proceedings for the establishment or collection of any amount called for hereunder, or if proceedings are had for the foreclosure of the City Deed of Trust or for protecting or sustaining the lien or priority of the City Deed of Trust, the Borrower shall pay to the holder hereof all reasonable costs of collection, including reasonable attorneys' fees.

All past due or delinquent installments of principal or of interest on this City Loan shall bear interest commencing on the date any such delinquent payment was due and continuing for so long as the default continues, regardless of whether or not there has been an acceleration of the City Loan, equal to 12% per annum or the maximum provided for by law (the "Default Rate").

1.4 Waivers. The Borrower and all endorsers, guarantors and all persons or entities who may become liable for all or any part of the obligations evidenced by this City Loan, jointly and severally waive diligence, presentment, protest and demand, and also notice of protest, demand, non-payment, dishonor or maturity and also recourse to suretyship defenses generally; and consent to any and all renewals, extensions and modifications of the terms of this City Loan or any other City Loan Document, including the time for payment, and agree any such renewal,

extension or modification or the release or substitution of any security for the indebtedness evidenced by this City Loan or any other indulgences, shall not affect the liability of said parties for the indebtedness evidenced by this City Loan. Any such renewal or extensions, renewals, modifications, releases or indulgences may be made without notice to such parties

1.5 Reserved.

1.6 Security. The City Loan is secured by the City Deed of Trust of even date herewith encumbering the Property, the Project and present and subsequent improvements thereon located in City of Spokane, Washington. Unless otherwise specified in this City Loan Agreement, all notices given pursuant to this City Loan Agreement must be in writing and will be effectively given if given in accordance with the terms of this City Loan Agreement.

1.7 Commercial Purpose. The Borrower hereby represent that this City Loan is for commercial use and not for personal, family or household purposes.

1.8 General. This City Loan shall be binding upon the Borrower and its beneficiaries, heirs, assigns and successors in interest. If Borrower consists of more than one person or entity, all such persons and entities shall be jointly and severally liable for Borrower's obligations hereunder. This City Loan Agreement is governed by and shall be construed in accordance with the laws of the State of Washington. Each person or entity executing this City Loan Agreement consents to the non-exclusive personal jurisdiction and venue of the courts of the State of Washington and the United States federal courts located therein, in any action relating to or arising out of the enforcement or interpretation of this City Loan or any other City Loan Document. Each such person or entity further agrees not to assert in any such action that the proceeding has been brought in an inconvenient forum.

1.9 Dispute Resolution. Any dispute relating to this City Loan Agreement, whether in contract or in tort, shall be settled by a court of competent jurisdiction. The venue for any such proceeding shall be in Spokane, Washington. Nothing in this paragraph shall limit in any way any right the City or other holder from exercising any of the following remedies, in order or concurrently (a) self-help remedies such as set off; (b) judicial or non-judicial foreclosure against the assets of the Project; and (c) provisional remedies including injunction, appointment of receiver, attachment, claim and delivery of replevin.

1.10 Survival of HOME Program Agreement. When the City Loan has been paid in full, this City Loan Agreement shall be canceled and have no further force or effect. Such cancellation shall not, however, affect Borrower's liability or obligations under the HOME Program Agreement.

1.11 Reserved.

1.12 HUD Approval. Any and all terms of the City Loan Documents shall be subject to the approval of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD") and the City agrees to abide by HUD's determination related to

the City Loan Documents.

ARTICLE II

DEFINITIONS AND INTERPRETATION

2.1 Definitions.

This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof. Capitalized terms not defined herein shall bear the meaning given them in the HOME Program Agreement.

Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the similar number shall be construed to include correlative words of the plural number and vice versa.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given effect in construing this Agreement or any provision hereof or in ascertaining intent if any question of intent should arise.

ARTICLE III

OBLIGATIONS OF THE BORROWER

3.1 City Loan; Priority. The Borrower hereby (i) accepts the City Loan from the City upon the terms and conditions set forth herein, and (ii) agrees to have the proceeds of the City Loan applied in accordance with the provisions of this City Loan Agreement. The City Loan and the lien of the City Deed of Trust will be in a subordinate priority monetary lien position. If applicable, refinancing of all or any part of any loan secured by a mortgage which is senior to the City's Deed of Trust, including reasonable and necessary costs associated with said refinancing shall not be considered a sale, transfer or conveyance as described in Section 3.3 herein or an Event of Default as described in Section 6.1 herein and shall not accelerate the full repayment of the City Loan, as long as such refinancing of all or any part of such senior loan does not require the City to modify the terms of its City Loan Documents or otherwise extend the term of the City Loan.

3.2 City Loan Repayment. The City Loan shall be evidenced by this City Loan Agreement, which shall be executed and delivered by the Borrower to the City. To secure Borrower's obligation to repay the City Loan, the Borrower has granted to the City security interests in the Project pursuant to the terms of the City Deed of Trust, and the Borrower hereby consents to and grants the City all of its rights and remedies under the City Deed of Trust and the HOME Program Agreement upon the occurrence of an Event of Default hereunder or thereunder in accordance with its terms, subject to the terms of the Subordination Agreement(s), if any.

The Borrower shall make payment to the City, as repayment of the City Loan or costs and expenses reasonably incurred by the City in connection with the enforcement of this City Loan Agreement, in accordance with Sections 1.2 and Section 6.5 of this Loan Agreement.

3.3 Sale of Project. If the Borrower sells, conveys or otherwise transfers the Project other than by a Permitted Sale (defined below), during the term of the HOME Program Agreement, the Net Sales Proceeds of any such transfer shall be calculated. Net Sales Proceeds shall be the purchase price paid to Borrower for such transfer or sale less:

- (a) Any indebtedness, other than the indebtedness on the City Loan, secured by a lien on the Project;
- (b) The reasonable costs expended in the transfer of the Project, including legal fees; and
- (c) Any amount of principal, interest or other obligation that is outstanding on the City Loan.

The purchase price paid upon any sale shall be applied to pay the above costs and indebtedness in the order listed.

Upon sale of the Project, the Borrower shall pay to the City from the Net Sales Proceeds an amount to be determined by multiplying the Net Sales Proceeds by the "Return Fraction." The numerator of the Return Fraction shall be the sum of the outstanding principal and interest remaining on the City Loan, including reasonable costs incurred by the City in making or servicing its City Loan. The denominator of the Return Fraction shall be the total acquisition, development and rehabilitation costs of the Project in accordance with any redevelopment plan for the Project approved by the City and any capital improvements made to the Project by the Borrower. The City hereby fully acknowledges that in no event shall the Return Fraction exceed a value of one (1).

"Permitted Sale" as used in this Section 3.3 shall be defined as those sales or transfers of the real property interest (or portion thereof) in the Project as provided for in Section 18 of the HOME Program Agreement. The term "Permitted Sale" shall not include those "Permitted Transfers" which are described and governed by Section 6.9 herein.

3.4 Prepayment. Prepayment of the City Loan shall be permitted at any time but shall not affect, discharge, or otherwise negate Borrower's obligation under the terms of the HOME Program Agreement.

3.5 Insurance; Maintenance and Repair; Condemnation Proceeds. The Borrower agrees to insure the Project or cause the Project to be insured during the term of this City Loan Agreement for such amounts and for such occurrences as are required under the City Deed of Trust, as such requirements may be amended from time to time. The City shall have no responsibility for monitoring, reviewing or receiving insurance policies related to the Project.

The Borrower further agrees to maintain the Project, or cause the Project to be maintained, during the term of this City Loan Agreement (i) in a reasonably safe condition; (ii) in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereto; (iii) compliance with the physical standards of 24 CFR 92.251 and be operated consistent with applicable tenant protection, affirmative marketing, and fair housing requirements of Subpart F of 24 CFR 92 throughout the Project's HOME Affordability Period, and (iv) in compliance with all applicable local and state building and energy codes.

So long as the Borrower is not in default on the City Loan the City shall hold all proceeds of insurance or condemnation awards and shall, as directed by the City Deed of Trust, within 180 days of the loss, use such proceeds to repair or replace the Project or reimburse the Borrower therefore; provided, that the City may retain from such proceeds the amount of its fees and costs incurred in the collection thereof. Any insurance or condemnation proceeds that the City does not use to repair or replace the Project or reimburse the Borrower therefore shall be allocated via the method described for a transfer of the Project in Section 3.3 of this City Loan Agreement.

3.6 Borrower to Maintain its Existence. The Borrower agrees that during the term of this City Loan Agreement it will continue to be duly qualified to do business in the State, and will neither dispose of all or substantially all of its assets nor consolidate with nor merge into another entity, unless (i) the acquirer of its assets or the entity with which it shall consolidate or into which it shall merge shall be an entity organized and existing under the laws of the United States of America or one of the States of the United States of America and shall be qualified and admitted to do business in this State; (ii) such acquiring or remaining entity shall satisfy any additional requirements set forth in the HOME Program Agreement; (iii) such acquiring or remaining entity shall assume in writing all of the obligations of the Borrower under the City Loan Documents, subject to all of the limitations of liability applicable to the Borrower; and (iv) the City shall have provided prior written consent to such disposition, consolidation or merger and the Borrower shall have furnished within 10 days after any such action notice thereof to the City.

3.7 Cooperation in Enforcement of HOME Program Agreement. The Borrower hereby covenants and agrees as follows:

- (a) to comply with all provisions of the HOME Program Agreement;
- (b) to advise the City in writing promptly upon learning of any default with respect to the covenants, obligations and agreements of the Borrower set forth in the HOME Program Agreement;
- (c) upon written direction by the City to cooperate fully and promptly with the City in enforcing the terms and provisions of the HOME Program Agreement; and
- (d) to file in accordance with the time limits established by the HOME Program Agreement all reports and certificates required thereunder.

3.8 Third Party Rights. The obligations of each party to this City Loan Agreement shall inure solely to the benefit of the other parties. No persons shall be a third-party beneficiary of this Agreement.

3.9 Approval of Management Plan. By execution of this City Loan Agreement, the City hereby approves the management plan for operation of the Project previously submitted by Borrower to the City (the "Management Plan"). Such Management Plan describes: Borrower's management philosophy; Borrower's previous experience in managing client populations similar to those expected for the Project; key staff positions involved in managing the Project, including job descriptions and a program for staff training; an affirmative marketing strategy; procedures for collecting late payment of rent and preventing and repairing damage to units; a long-term maintenance plan and a schedule of regular maintenance tasks; a strategy for filling vacancies; and procedures for responding to suggestions and complaints from neighbors and Tenants regarding the Project.

3.10 Books and Records. Upon at least 48 hours written notice to Borrower, Borrower hereby covenants to permit the City or its duly authorized representatives access (wherever located) during normal business hours to the books and records of the Borrower pertaining to the City Loan and the Project, and to make such books and records available for audit and inspection, at reasonable times and under reasonable conditions to the City of Spokane and their duly authorized representatives. Upon request, Borrower covenant to provide any and all financial information regarding the Borrower and the Project, including but not limited to Project information and income tax returns.

3.11 Evidence of Construction and Development Costs. Borrower shall maintain clear and legible copies of all contracts, invoices, statements, receipts, cancelled cheques, and such other documents and records as may be necessary to support and prove the costs of acquisition, rehabilitation, refinancing and/or development of the Project for which payment was made from the funds provided to Borrower pursuant to the City Loan. Said documentation shall be available to the City upon routine monitoring or upon request for review and/or copying by the City.

3.12 Application of OMB Circulars. OMB (Office of Management and Budget) Circular A-122 *Cost Principles* regarding allowable costs, and Circular A-133 *Audit Requirements* regarding the independent audit, shall apply to the City Loan and to all funds disbursed hereunder.

3.13 Independent Audit. For each fiscal year of the Borrower, Borrower shall have an independent fiscal audit conducted of its financial statement and condition, regarding the performance of the City Loan Agreement and delineating HOME program funds disbursed to Borrower pursuant to the City Loan. Borrower's audit shall be in compliance with OMB Circular A-133.

Borrower shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with Borrower's response to the audit and corrective action plan, if any, no later than 150 days after the end of Borrower's fiscal year. The independent auditor's working papers shall be made available for City review, upon request

by City.

Failure to engage auditors and provide proof of such engagement within six (6) months of the receipt of the Certificate of Occupancy of the Project shall be considered an Event of Default.

3.14 Notice of Certain Events. Borrower hereby covenants to advise the City of any occurrence of an Event of Default and the actions being taken or proposed to be taken to cure such Event of Default. In addition, the Borrower hereby covenants to advise the City promptly in writing of the occurrence of any non-compliance to the terms of the City Loan Documents or of the occurrence of an Act of Bankruptcy of the Borrower.

3.15 Indemnification of the City. Borrower shall indemnify, hold harmless and defend the City, and its respective commissioners, officers, members, directors, officials, agents and employees and each of them from and against: (i) any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the acceptance and administration of this City Loan Agreement, the HOME Program Agreement, the City Deed of Trust, the financing of the Project or the making of the City Loan, other than claims established to be occasioned by the gross negligence or willful misconduct of the City or its respective officers or employees; (ii) any and all claims arising from any act or omission of the Borrower or any of its agents, servants, employees or licensees, in connection with the City Loan or the Project except in connection with the Borrower's failure to satisfy monetary obligations under the City Loan Documents; and (iii) all reasonable costs, counsel fees, or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against the City, or any of its commissioners, officers, members, directors, officials or employees, with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel selected by the indemnified party and the payment of all expenses related thereto; provided, if the City is adjudicated negligent by a court of competent jurisdiction in a final non reversible judgment, the City shall then reimburse Borrower for such costs of defense, and, provided further, that no settlement of a claim or proceeding against an indemnified party shall occur without the consent of such party; provided, that such selection of counsel shall not become effective without the consent of the Borrower, which consent shall not be unreasonably withheld. The rights of the City under this Section 3.15 and under Section 3.2 hereof shall survive final payment of the City Loan. For indemnification purposes, the City shall have the right to proceed directly against any and all assets of the Borrower, or any of its respective successors or assigns, or any general partner of the Borrower or any of the general partner's respective successors or assigns.

3.16 Design of Project. To the best of the Borrower's knowledge, the design, construction and operation of the Project as described herein do not and will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto; the Borrower has caused the Project to be designed in accordance with all the applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality; and the Borrower has not failed to obtain (or will obtain when required) and maintain in effect any licenses, permits, franchises or other governmental authorizations necessary for the operation and conduct of the Project.

3.17 Hazardous Materials. Of even date herewith, Borrower has executed that certain Certificate and Indemnity Regarding Hazardous Substances (the “HazMat Certificate”) setting forth certain representations, warranties, and covenants by Borrower to the City. The City is hereby authorized but not required to enter the Project, including the interior of any structures, at reasonable times, for the purpose of inspecting the Project to ascertain the accuracy of all such representations, warranties and covenants in the HazMat Certificate.

3.18 Payment of Taxes. Borrower shall file or cause to be filed all federal, state and local tax returns or information returns which are required to be filed with respect to the Project and of which Borrower has knowledge. The Borrower shall pay all taxes and assessments, general or special, including, without limitation, all ad valorem taxes, concerning or in any way related to the Project, or any part thereof, and any other governmental charges and impositions whatsoever, foreseen or unforeseen, and all utility and other charges and assessments; provided, however, that the Borrower reserves the right to contest in good faith the legality of any tax or governmental charge concerning or in any way related to the Project.

3.19 No Untrue Statement. Neither this City Loan Agreement or other City Loan Documents nor any other document, certificate or statement furnished to the City by or on behalf of the Borrower, contains to the best of its knowledge any untrue statement of a material fact or omits a material fact necessary in order to make the statement contained herein and therein, in light of the circumstance under which made, not misleading or incomplete as of the date hereof and as of closing. It is specifically understood by Borrower that all such statements, representations and warranties shall be deemed to have been relied upon by the City as an inducement to make the City Loan, and that if any such statements, representations and warranties were materially incorrect at the time they were made or as of the date of closing, the City may consider any such misrepresentation an Event of Default.

3.20 Borrower’s Compliance with Covenants. If applicable, the Borrower agrees to deliver to the City, a Borrower’s Annual Certification, on or before 30 days after the date of this City Loan Agreement and in each succeeding year on or before the anniversary date of this City Loan Agreement during the entire City imposed 40-year affordability period as required by the HOME Program Agreement. Borrower further agrees to deliver to the City all documents required under the HOME Program Agreement.

ARTICLE IV

OBLIGATIONS OF THE CITY

4.1 Amount and Source of City Loan. The City Loan of \$1,500,000.00 shall be from HOME Investment Partnership Program (Catalog of Federal Domestic Assistance Number 14.239) funds.

4.2 Funding Process For Loan Proceeds. Funding of the City Loan shall be made by the City pursuant to the Sources and Uses attached hereto as Exhibit B and incorporated herein by reference as though fully set forth.

If some or all of the City Loan funds are disbursed for acquisition or refinancing of the Property, the City may deliver such funds to an escrow agent acceptable to the City for disbursement when all conditions of the City's escrow instructions are satisfied.

If some or all of the City Loan funds are disbursed for rehabilitation or development, such disbursement shall be initiated by Borrower submitting to City (i) a Funding Requisition in the amount indicated by the Sources and Uses, Exhibit B, and (ii) documentation supporting the expenditure of the funds being requested, including but not limited to a budget summary, cash outlay report (identifying all rehabilitation/development budget items), and the identity of the specific source of the funds identified for payment, as required by the City.

Upon receipt of the Funding Requisition, the City shall review said Funding Requisition and accompanying supporting documents. The City in its sole discretion may inspect the progress at the Project site prior to approval of disbursement. Upon verification of the expenditures of requested funds and of progress of project rehabilitation/development, the City shall disburse to the Borrower funds in the amount of the Funding Requisition or such portion thereof that the City deems appropriate based upon the progress of rehabilitation or construction. In no event shall the total disbursements of the City Loan proceeds exceed the City Loan amount allocable to such rehabilitation/construction as provided for in Exhibit B. Unless good cause exists, as stated in writing by City and delivered to the Borrower pursuant to the terms hereof, disbursement of funds by City shall be made no later than 14 business days following receipt of the request for disbursement by the City.

- 4.3 Compliance with Usury Laws. Notwithstanding any other provision of this City Loan Agreement, it is agreed and understood that in no event shall this City Loan Agreement, with respect to other instruments of indebtedness, be construed as requiring the Borrower or any other Person to pay interest and other costs or considerations in an amount in excess of the maximum amount of interest allowed under any applicable law.

If the payment of the principal amount of the City Loan or other evidence of indebtedness, is accelerated, that portion of any interest payment in excess of the maximum legal rate of interest, if any, provided for in this City Loan Agreement or related documents shall be canceled automatically as of the date of such acceleration.

The provisions of this Section 4.3 shall prevail over any other provision of this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

- 5.1 Representations, Warranties and Covenants of the Borrower. The Borrower represents, as of the date hereof, and warrants and covenants that:

- (a) The Borrower has full legal right, power and authority under its Articles of Incorporation, Bylaws, Limited Partnership Agreement and/or Operating Agreement and the laws of the State of Washington (i) to enter into the City Loan Documents, (ii) to perform its obligations under City Loan Documents, and (iii) to consummate the transactions contemplated by the City Loan Documents.
- (b) The Borrower has duly authorized (i) the execution and delivery of the City Loan Documents, (ii) the performance by the Borrower of their obligations under the City Loan Documents, and (iii) the consummation of the transactions contemplated by the City Loan Documents.
- (c) This City Loan Agreement has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decisions affecting the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery thereof, each of the City Loan Documents will constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decision affecting creditors' rights generally and by general principles of equity.
- (d) To the best knowledge of Borrower, the execution and delivery of the City Loan Documents, the performance by the Borrower of their obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby do not and will not violate any law, regulation, rule or ordinance or any order, judgment or decree of any federal, state or local court, and do not and will not conflict with or constitute a material breach of, or a material default under, the Borrower's Articles of Incorporation, Bylaws, Limited Partnership and/or Operating Agreement or any document, instrument or commitment to which the Borrower is a party or by which the Borrower or any of the Project are bound.
- (e) To the best knowledge of the Borrower, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending against the Borrower or threatened against the Borrower which (i) affects or questions the validity or enforceability of the City Loan Documents, or (ii) questions the power or authority of the Borrower to carry out the transactions contemplated by, or to perform its obligations contemplated by, or the perform its obligations under the City Loan Documents, or the powers of the Borrower to own, acquire, construct, equip, own, operate or lease the Project.
- (f) To the best knowledge of the Borrower, the Borrower is not in material default under any document, instrument or commitment to which the Borrower is a party or to which

it or any of the Project is subject which default would or could materially affect the ability of the Borrower to carry out its obligations under the City Loan Documents.

- (g) Any certificate signed by a Borrower Representative and delivered pursuant to the City Loan Documents shall be deemed a representation and warranty by the Borrower as to the statements made therein.
- (h) In the event the allocable portion of the City Loan proceeds is not sufficient to complete the construction of the Project, the Borrower will furnish any additional moneys necessary to complete the construction of the Project.
- (i) Neither the City Loan documents, nor any document, certificate or statement (including but not limited to information and estimates with respect to the Project or the refinancing thereof) furnished to the City or on behalf of the Borrower, contains to the best knowledge of the Borrower any untrue statement of a material fact or omits to state a material fact necessary in order to make the statement contained herein and therein not misleading or incomplete as of the date hereof. It is specifically understood by the Borrower that all such statements, representations and warranties shall be deemed to have been relied upon by the City as an inducement to acquire the City Loan, and that if any such statements, representations and warranties were materially incorrect and the time they were made or as of the date of closing, the City may consider any such misrepresentation or breach an Event of Default hereunder.

5.2 Representation and Warranties of the City. The City represents and warrants as follows:

- (a) The City is a political subdivision organized and existing under its and under the laws of the State of Washington, duly authorized to perform its obligations under this City Loan Agreement.
- (b) To the knowledge of the City of Spokane, no litigation, action, proceedings, inquiry or investigation before any court or governmental body is pending or, to the best knowledge of the City of Spokane, threatened against the City of Spokane, which would affect adversely the City's ability to enter into or perform its duties under this Agreement.

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default. Each of the following shall be an "Event of Default":

- (a) the Borrower shall fail to pay or cause to be paid on the required dates any principal or interest due under this City Loan Agreement and ten (10) Business Days have elapsed after notice of such event has been given; or

- (b) the Borrower shall fail to pay or cause to be paid amounts required to be paid to the City under Section 3.2 of this City Loan Agreement, and ten (10) Business Days have elapsed after notice of such event has been given: or
- (c) the Borrower hereto shall fail to perform or observe any of its other obligations, covenants or agreements contained in this Agreement, including a failure to repay any amounts which have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings; or
- (d) the Borrower shall fail to perform required maintenance or the Borrower take other action which, in the reasonable judgment of the City, would imperil the value of the Project; or
- (e) an Event of Default shall occur under any other City Loan Document other than this City Loan Agreement, including the City Deed of Trust or HOME Program Agreement; or
- (f) any representation or warranty of the Borrower to this City Loan Agreement shall be determined by City to have been materially false when made.

6.2 Notice of Default and Opportunity to Cure. No default under Section 6.1 (c), (d), (e), or (f), hereof shall constitute an Event of Default until (a) the City shall give notice to the Borrower of such default specifying the same and stating that such notice is a “Notice of Default”; and (b) the Borrower shall have had 60 days after receipt of such notice to correct the default arising under Section 6.1 (c), (d), (e), or (f); provided, however, that if the default stated in the notice is of such a nature that it can not be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the applicable party institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) the City consents to such extension beyond the aforesaid 60 day-period, pursuant to the HOME Program Agreement at Section 10.

6.3 Reserved.

6.4 Remedies. Whenever an Event of Default hereof shall have happened and be continuing, the following remedial steps may be taken:

- (a) Subject to provisions of Section 6.2 above, immediately upon the occurrence of any Event of Default, the City may declare all amounts due under this City Loan Agreement to be immediately due and payable.
- (b) Subject to the provisions of Section 6.2, the City may take whatever action at law or in equity may appear necessary or desirable to collect the payments required to be made by the Borrower under this City Loan Agreement, or to enforce performance and observance of any obligation or agreement of the Borrower under the City Loan Documents. It is recognized by all Parties that the beneficiaries of the Borrower’s

obligations under the City Loan Documents cannot be adequately compensated by monetary damages in the event of the Borrower's default. It is therefore recognized by all Parties that the City is entitled to equitable remedies, including specific performance, in addition to remedies at law. In no event, however, shall the City be obligated to take any such action which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until indemnity satisfactory to it has been furnished.

Any amounts collected as payments made on the City Loan, or applicable to such payments, and any other amounts which would be applicable to payment of principal of, premium, if any, and interest on the City Loan collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the City Loan Documents.

6.5 Attorney's Fees and Costs. If an Event of Default occurs and if the City should employ attorneys or incur expenses for the enforcement of any obligation or agreement of the Borrower contained herein, the Borrower on demand will pay to the City the reasonable fees of such attorneys; and the reasonable costs so incurred, including, without limitation, reasonable fees and costs of court appeals.

6.6 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this City Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

6.7 No Additional Waiver Implied by One Waiver. In the event any agreement or covenant contained in this City Loan Agreement should be breached by the Borrower and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

6.8 Limited Recourse. In the event of a default by the Borrower under this City Loan Agreement, the City's sole remedy shall be limited to exercising its rights under Article VI of this City Loan Agreement and under the City Deed of Trust, including foreclosure and exercises of the power of sale or other rights granted thereunder, subject to the provisions of the Subordination Agreement or Intercreditor Agreement, if any, to be executed by the City and Borrower, except as stated in the HOME Program Agreement, Section 15. Notwithstanding any other provision of this City Loan Agreement between Borrower and the City, and in the absence of circumstances giving rise to director liability under RCW 23B.08.320, the City hereby fully acknowledges, covenants and agrees that its recourse for obtaining from Borrower satisfaction of the obligations of Borrower under this City Loan Agreement is absolutely and strictly limited to the Project. If actions are necessary to collect such obligations, no such action shall seek

recovery from assets of the Borrower, other than the assets constituting the Project for which this City Loan Agreement was issued. If it is necessary to name Borrower in any proceeding in respect of such obligations, the pleadings shall expressly set forth the limited nature of the proceedings against Borrower and the City will not seek the imposition of any "personal" judgment or other claim against Borrower, except for purposes of realizing the benefits and value of the assets of the Project. Except for the limited extent necessary to enforce the interests of the City in and to the assets of the Project, no recourse at law or in equity may be had under this City Loan Agreement and the City will not seek money damages. The limitations on the liability of the Borrower under this paragraph shall not limit the City's ability to seek recovery from Borrower for damages or expenses incurred by the City resulting from damages or deficiencies resulting from theft, waste, fraud, misuse of rents or any material misrepresentation by Borrower in connection with the City Loan Documents.

6.9 Permitted Transfers. Notwithstanding any other provision of this City Loan Agreement, the City Deed of Trust or the HOME Program Agreement, the City's consent will not be required for any of the following transactions ("Permitted Transfers"):

- (a) Normal leasing of portions of the Property to residential tenants in the ordinary course of business under leases having terms not exceeding one year.
- (b) Reserved

ARTICLE VII **MISCELLANEOUS**

7.1 Entire Agreement. This City Loan Agreement constitutes the entire and final agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Borrower with respect to the subject matter hereof.

7.2 Notices. All notices, certificates or other communications shall be in writing and shall be sufficiently given and shall be deemed given on the business day on which the same have been personally delivered (either by messenger or courier service which guarantees next day delivery) or (if not by such messenger or by courier service), on the third business day following the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City of Spokane: City of Spokane, Washington
Community Housing and
Human Services Department
Attn: Heather Page
808 W. Spokane Falls Blvd.
Spokane, WA 99201

If to the Borrower: VOA N. Lacey, LLC
 C/o Kiemle & Hagood Company
 907 W. Riverside Avenue
 Spokane, WA 99201

The parties may designate any different addresses to which subsequent notices, certificates, documents or other communications shall be sent.

7.3 Assignments. This City Loan Agreement may not be assigned by any party without the prior written consent of all parties hereto, which consent shall not be unreasonably withheld; provided that the Borrower may assign to any transferee or any surviving or resulting corporation its rights under this City Loan Agreement as provided by Section 3.6 hereof.

7.4 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

7.5 Amendments, Changes and Modifications. Except as otherwise provided in this City Loan Agreement, this City Loan Agreement may not be amended, changed, modified, altered or terminated without the written consent of all the parties hereto.

7.6 Governing Law. This City Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Washington.

7.7 Term of Agreement. This City Loan Agreement shall be in full force and effect from the date hereof until such time as the City Loan shall have been fully paid, unless this City Loan Agreement expressly provides otherwise. Time is of the essence in this City Loan Agreement.

7.8 Survival of Agreement. All agreements, representations and warranties made herein shall survive the making of the City Loan.

7.9 Non-Business Days. Any payment or act required to be done or made on a day that is not a business day shall be done or made on the next succeeding day that is a business day with the same force and effect as if it had been done on the date originally scheduled for such payment or act.

7.10 Further Instruments; Authority. Borrower agrees to execute such further instruments, not specifically referred to herein, as may be necessary, in the reasonable opinion of the City to consummate the transaction contemplated or to further evidence or perfect any security for the City Loan provided for herein. Borrower shall provide to the City, at its request, upon execution or delivery of any documents or instruments required hereunder, evidence of the authority of the person executing or delivering such instrument to do so, which evidence of authority shall be in the form of board resolutions, partnership agreements or other evidence acceptable to the City of Spokane, as appropriate.

7.11 Parties to Act Reasonably. When the consent, approval, determination or authorization of any party to this City Loan Agreement is required, such party will act reasonably in deciding whether to provide such consent, approval, determination or authorization and will not unreasonably withhold or delay such decision or such consent, approval, determination or authorization.

7.12 Conflict of Documents. In the event the provisions of this City Loan Agreement conflict with any other City Loan Document, the provisions of this City Loan Agreement will control.

7.13 Venue & Jurisdiction. In any action arising out of or in connection with this City Loan Agreement or any other City Loan Documents, all parties hereto irrevocably consent to the personal jurisdiction of the Superior Court of Spokane County, Washington.

7.14 Counterparts. This City Loan Agreement may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original if containing a copy of the original signature notwithstanding that the original has not been received.

7.15 USA Patriot Act Notice. The City hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), the City is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

7.16 Oral Agreements Not Enforceable. **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, the parties have executed this Promissory Note and Loan Agreement effective as of the date first set forth above.

BORROWER: VOA N. LACEY, LLC,
a Washington limited liability company

By: Volunteers of America Eastern Washington and Northern Idaho,
a Washington nonprofit corporation, its sole member

By: _____
Fawn Schott
Chief Executive Officer

CITY: CITY OF SPOKANE, WASHINGTON:

By: _____
Garrett Jones,
Interim City Administrator,
City of Spokane

Date: _____

Approved as to form:

By: _____
Megan Kapaun,
City of Spokane, Office of the City Attorney

EXHIBIT A

LEGAL DESCRIPTION

LOT 24 AND THE SOUTH 46 FEET OF LOT 25, BLOCK 26, MORGAN'S ACRE PARK ADDITION TO HILLYARD, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGE 3, RECORDS OF SPOKANE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 26, BEING HEREINABOVE DESCRIBED;

THENCE ALONG THE WEST LINE OF SAID BLOCK 26, NORTH 02°23'58" WEST 146.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 46 FEET OF LOT 25, BEING HEREINABOVE DESCRIBED;

THENCE ALONG THE NORTH LINE OF SAID SOUTH 46 FEET OF LOT 25, NORTH 87°22'02" EAST 200.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 46 FEET OF LOT 25;

THENCE ALONG THE EAST LINE OF SAID LOTS 24 AND 25, SOUTH 02°23'58" EAST 146.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24;

THENCE ALONG THE SOUTH LINE OF SAID LOT 24, SOUTH 87°22'02" EAST 200.00 FEET TO THE SAID POINT OF BEGINNING OF THIS DESCRIPTION;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

EXHIBIT B

DEVELOPMENT BUDGET & SOURCES AND USES

[see attached]

Vets on N Lacey							
Date of Budget	6/19/2024		Source:	Source:	Source:	Source:	
		Sources total	FHLB AHP	City HOME	WA HTF	Deferred Dev Fee	
Acquisition Costs:							
Land	\$ 55,000	\$ 55,000			\$ 55,000		
Existing Structures	\$ 285,000	\$ 285,000			\$ 285,000		
Liens		\$ -					
Closing, Title & Recording Costs	\$ 5,000	\$ 5,000			\$ 5,000		
	SUBTOTAL	\$ 345,000	\$ 345,000	\$ -	\$ -	\$ 345,000	\$ -
Construction:							
Demolition	\$ 62,300	\$ 62,300	\$ 6,100	\$ 6,100	\$ 50,100		
New Building	\$ 1,600,000	\$ 1,600,000	\$ 213,500	\$ 610,700	\$ 775,800		
Contractor Profit	\$ 97,700	\$ 97,700			\$ 97,700		
Contractor Overhead	\$ 117,200	\$ 117,200			\$ 117,200		
New Construction Contingency	\$ 228,200	\$ 228,200	\$ 52,200	\$ 138,200	\$ 37,800		
Site Work / Infrastructure	\$ 416,800	\$ 416,800		\$ 416,800			
Sales Tax	\$ 229,100	\$ 229,100	\$ 26,500	\$ 105,500	\$ 97,100		
Bond Premium	\$ 48,900	\$ 48,900	\$ 17,600		\$ 31,300		
Equipment and Furnishings	\$ 21,700	\$ 21,700	\$ 21,700				
Other: Builder's risk insurance	\$ 13,300	\$ 13,300			\$ 13,300		
	SUBTOTAL	\$ 2,835,200	\$ 2,835,200	\$ 337,600	\$ 1,277,300	\$ 1,220,300	\$ -
Soft Costs:							
Architect	\$ 184,000	\$ 184,000	\$ 20,000	\$ 42,000	\$ 122,000		
Engineering	\$ 26,500	\$ 26,500		\$ 14,500	\$ 12,000		
Legal - Real Estate	\$ 10,500	\$ 10,500			\$ 10,500		
Developer Fee	\$ 140,716	\$ 140,716		\$ 58,507	\$ 32,209	\$ 50,000	
Project Management / Dev. Con	\$ 252,584	\$ 252,584	\$ 29,600	\$ 60,193	\$ 162,791		
Soft Cost Contingency	\$ 12,400	\$ 12,400	\$ 11,800	\$ 600			
	SUBTOTAL	\$ 626,700	\$ 626,700	\$ 61,400	\$ 175,800	\$ 339,500	\$ 50,000
Pre-Development / Bridge Financing							
Bridge Loan Interest	\$ 14,000	\$ 14,000			\$ 14,000		
	SUBTOTAL	\$ 14,000	\$ 14,000	\$ -	\$ -	\$ 14,000	\$ -
Permanent Financing							
Permanent Loan Legal	\$ 5,300	\$ 5,300		\$ 5,300			
	SUBTOTAL	\$ 5,300	\$ 5,300	\$ -	\$ 5,300	\$ -	\$ -
Capitalized Reserves							
Operating Reserves		\$ -					
Replacement Reserves	\$ 9,600	\$ 9,600			\$ 9,600		
Other: Operating Deficit Reserv	\$ 31,600	\$ 31,600		\$ 31,600			
	SUBTOTAL	\$ 41,200	\$ 41,200	\$ -	\$ 31,600	\$ 9,600	\$ -

Other Development Costs						
Insurance	\$ 17,600	\$ 17,600			\$ 17,600	
Relocation (from Form 4)	\$ 10,000	\$ 10,000	\$ 1,000	\$ 9,000		
Permits, Fees & Hookups	\$ 53,000	\$ 53,000			\$ 53,000	
Accounting/Audit	\$ 5,000	\$ 5,000		\$ 1,000	\$ 4,000	
SUBTOTAL	\$ 85,600	\$ 85,600	\$ 1,000	\$ 10,000	\$ 74,600	\$ -
Total Development Cost:	\$ 3,953,000	\$ 3,953,000				
Total Sources:		\$ 3,953,000	\$ 400,000	\$ 1,500,000	\$ 2,003,000	\$ 50,000



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/29/2024

Clerk's File #

OPR 2024-0801

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

JON KLAPP 6036

Requisition #

Contact E-Mail

JKLAPP@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680 - FY2023 CONTINUUM OF CARE (COC) GRANT AGREEMENTS

Agenda Wording

CHHS is seeking approval to accept FY 2023 Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.

Summary (Background)

The Department of Housing and Urban Development requires that each year the Spokane/Spokane County Regional Continuum of Care competes nationally through the HUD Continuum of Care program for renewal funding for HUD-funded projects that support housing and services for people experiencing homelessness. Youth Homeless Demonstration Programs are also an inclusion of this funding award.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ N/A

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Revenue \$ 6,333,005.00

1541-95575-99999-33114

Expense \$ 5,501,399.50

1541-95575-65410-54201-99999 (Subs)

Expense \$ 20,000.00

1541-95575-65430-54999-99999 (Board Planning)

Expense \$ 310,000.00

1541-95575-65430-51991-99999 (City Admin)

Expense \$ 98,580.00

1541-95575-65430-52991-99999 (City Admin)

Expense \$ 403,025.50

1541-95575-65430-54992-99999 (City Admin)



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ANDERSON, ARIELLE M.
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

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

Distribution List

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kclifton@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Jon Klapp
Contact Email & Phone	ijklapp@spokanecity.org
Council Sponsor(s)	<u>Klitzke, Zappone, Bingle</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FY2023 Continuum of Care (CoC) Grant Agreements
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 Department of Housing and Urban Development (HUD) requires the Spokane/Spokane County Regional Continuum of Care to compete nationally through the HUD Continuum of Care (CoC) program for renewal funding for projects funded by HUD that support housing and services for people experiencing homelessness.</p> <p>CoCs are required to review and rank renewal and new projects submitted for funding through a local competition process. The CHHS Department as the collaborative applicant for the CoC, announced Spokane's local competition for renewal and new projects in July of 2023. Following this, project applications went through a review process consisting of staff review for compliance with HUD's notice of funding (including Housing First priority adherence), followed by CoC RFP and Evaluation Committee evaluation of project performance and Housing First adherence scoring. Rankings and funding recommendations for projects were developed by this committee, then were considered by the CoC board who voted on the funding allocation and project rankings for projects.</p> <p>Two allocation portions of this project, CoC Planning and UFA Costs, are utilized by the City as Collaborative applicant to fund the administrative operations of the CoC program, including staffing and coordination dedicated to the support of the CoC's programs and system. Another allocation, City of Spokane HMIS, is used for the administration and staffing of the CMIS/HMIS system used to manage information/data in the CoC.</p> <p>The City of Spokane's CHHS Department is contracted with the CoC through 12/31/2027 to serve as the Collaborative Applicant in submitting funding applications to HUD, administering sub-recipient contracts, and providing other support efforts on behalf of the CoC. In fulfillment of that role, CHHS requests approval to accept HUD CoC awards, as referenced herein, and to enter into sub-recipient agreements with the award grantees.</p> <p>HUD award letter, the CoC's priority ranking of projects, and a list of the funded projects are attached.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Current year cost: N/A Subsequent year(s) cost: N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant - HUD	

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) CoC HUD-funded projects are required to provide a match contribution equal to 25% of the total project's budget. All awarded projects have submitted match letters committing to the match requirement

Operations Impacts (If N/A, please give a brief description as to why). *As noted above, there will be minimal costs with this associated amendment. Concurrent with the phase out plan, Hope House will continue to operate the Emergency Shelter model for a portion of the year, thus, where the contract will change slightly, it will have a de minimis impact.*

What impacts would the proposal have on historically excluded communities? *The CoC continually looks for strategies to increase services to historically excluded communities. Many of these communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. In alignment with HUD priorities, CoC programs are required to address ways in which their services can address disproportionality of these communities' homelessness within the region.*

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 CoC's CMIS/HMIS data system and is reviewed in accordance with the reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparate demographic groups.*

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? *Data is collected through the CoC's CMIS/HMIS data system and is reviewed in accordance with the CoC and HUDs performance metric standards. This information is used to inform ranking of projects during renewal/new application periods, as well as to provide ongoing awareness and accountability for performance. Projects failing to meet performance standards may receive reduced or diverted funding and may be ranked lower during application review cycles.*

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 actively participated in the development of the 5 year strategic plan to end homelessness which provides the framework, including performance and prioritization expectations, for projects contained within this grant award.*



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

February 26, 2024

Ms. Dawn Kinder
Director, Neighborhood, Housing and Human Services
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Ms. Kinder:

Congratulations! I am delighted to inform you of the funding for your project(s) under HUD's Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program Grants for a total of \$6,333,005.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2023 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each project. HUD field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

A handwritten signature in black ink, appearing to read "Marion McFadden".

Marion McFadden
Principal Deputy Assistant Secretary
Office of Community Planning and Development

Enclosure

WA0109U0T022316

WA0109 Catholic Charities SMS TH FY 2023

\$67,755

WA0111U0T022316

WA0111 VOA PSH off Site FY 2023

\$364,518

WA0126U0T022316

WA0126 VOA Alexandria's House FY 2023

\$76,201

WA0130U0T022316

WA0130 VOA Samaritan 05-06 FY 2023

\$849,735

WA0288U0T022310

WA0288 Catholic Charities RRH for Families FY 2023

\$524,687

WA0329U0T022308

WA0329 City of Spokane HMIS Project FY 2023

\$197,468

WA0330U0T022308

WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023

\$205,963

WA0331U0T022308

WA0331 SNAP RRH for Households without Children FY 2023

\$201,004

WA0353U0T022308

WA0353 YWCA RRH for DV Survivors for Households with Children FY 2023

\$360,191

WA0373U0T022307

WA0373 Catholic Charities Homeless Families Coordinated Assessment FY 2023

\$207,018

WA0374U0T022307

WA0374 Catholic Charities PSH Consolidation FY 2023

\$223,013

WA0418U0T022305

WA0418 Catholic Charities PSH II FY 2023

\$229,890

WA0420U0T022305

WA0420 YWCA RRH for Survivors of DV FY 2023

\$362,360

WA0457U0T022303

WA0457 VOA Hope House 2.0 PSH FY 2023

\$188,400

WA0511U0T022302

WA0511 VOA PSH Scattered Sites FY 2023

\$226,689

WA0512U0T022302

WA0512 Catholic Charities PSH Support Rent FY 2023

\$212,650

WA0525U0T022301

YHDP TH/RRH Application FY2023

\$892,736

WA0526U0T022301

YHDP Host Homes Application FY2023

\$77,214

WA0527U0T022301

YHDP SSO Application FY2023

\$189,450

WA0529U0T022301

YHDP Youth CE Application FY2023

\$128,782

WA0594U0T022300

YWCA Coordinated Entry DV Bonus FY2023

\$118,977

WA0595U0T022300

City of Spokane UFA Costs FY 2023

\$160,614

WA0596U0T022300

City of Spokane CoC Planning FY 2023

\$267,690

Total Amount: **\$6,333,005**

Population	Number	Type	Average	Staff	Total	ARD
System (HMIS)	WA0329	HMIS	0			\$ 197,468
YHDP	WA0525	Joint TH & PH-RHH	0			\$ 845,492
YHDP	WA0526	SSO	0			\$ 77,214
YHDP	WA0527	SSO	0			\$ 189,450
YHDP	WA0529	CE	0			\$ 128,782
<i>1st Renewal</i> PSH (VOA)	WA0511	PSH	58	38	96	\$ 206,648
<i>1st Renewal</i> PSH (CCEW)	WA0512	PSH	36	43	79	\$ 204,154
System	WA0330	CE	53	38	91	\$ 119,345
System	WA0373	CE	46	43	89	\$ 207,018
Chronic	WA0374	PSH	64	43	106	\$ 219,869
Chronic	WA0111	PSH	68	38	106	\$ 316,746
Chronic	WA0418	PSH	63	43	105	\$ 226,746
Chronic	WA0130	PSH	66	38	104	\$ 756,463
Families	WA0288	Joint TH & PH-RHH	62	42	104	\$ 479,759
Families - DV	WA0353	RRH	58	43	101	\$ 330,899
Families & Singles - DV	WA0420	RRH	57	43	100	\$ 333,068
Families	WA0109	TH	63	36	99	\$ 67,755
Pregnant & Parenting Youth	WA0126	TH	60	37	97	\$ 76,201
						\$ 4,983,076 Total
						\$ 5,022,978 Tier 1 Threshold
Chronic	WA0457	PSH	50	38	88	\$ 183,156
Singles	WA0331	RRH	42	39	81	\$ 187,576
<i>NEW</i> SSO-CE (YWCA)	NEW	CE (DV Bonus)	53	43	95	\$ 148,722
<i>NEW</i> SSO-CE (SNAP)	NEW	CE	48	42	89	\$ 78,744

The RFP and Evaluation committee recommends:

Tier 1:

- \$1,651,739 for unranked YHDP and 1st year renewal projects.
- \$42,000 reallocated from WA0373 Families CE System project to WA0330 Singles CE System project based on the greater funding needs of the decentralized singles system.
- After required HUD prioritizations, the RFP Committee recommends prioritizing System CE projects, then ranking the remaining projects based on total score.

New Projects

The RFP Committee recommends funding both the CE Expansion Project and CE DV Bonus Funds Project

State	CoC Number	CoC Name	Organization Name	Project or Award Name	FY 2023 Amount
Washington	WA-502	Spokane City & County CoC	City of Spokane	City of Spokane CoC Planning FY 2023	\$267,690
Washington	WA-502	Spokane City & County CoC	City of Spokane	City of Spokane UFA Costs FY 2023	\$160,614
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0109 Catholic Charities SMS TH FY 2023	\$67,755
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0111 VOA PSH off Site FY 2023	\$364,518
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0126 VOA Alexandria's House FY 2023	\$76,201
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0130 VOA Samaritan 05-06 FY 2023	\$849,735
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0288 Catholic Charities RRH for Families FY 2023	\$524,687
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0329 City of Spokane HMIS Project FY 2023	\$197,468
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0330 SNAP Singles Homeless Coordinated Assessment Expansion FY 2023	\$86,618
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0330 SNAP Singles Homeless Coordinated Assessment FY 2023	\$119,345
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0331 SNAP RRH for Households without Children FY 2023	\$201,004
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0353 YWCA RRH for DV Survivors for Households with Children FY 2023	\$360,191
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0373 Catholic Charities Homeless Families Coordinated Assessment FY 2023	\$207,018
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0374 Catholic Charities PSH Consolidation FY 2023	\$223,013
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0418 Catholic Charities PSH II FY 2023	\$229,890
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0420 YWCA RRH for Survivors of DV FY 2023	\$362,360
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0457 VOA Hope House 2.0 PSH FY 2023	\$188,400
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0511 VOA PSH Scattered Sites FY 2023	\$226,689
Washington	WA-502	Spokane City & County CoC	City of Spokane	WA0512 Catholic Charities PSH Support Rent FY 2023	\$212,650
Washington	WA-502	Spokane City & County CoC	City of Spokane	YWCA Coordinated Entry DV Bonus FY2023	\$118,977
Washington	WA-502	Spokane City & County CoC	City of Spokane	YHDP Host Homes Application FY2023	\$77,214
Washington	WA-502	Spokane City & County CoC	City of Spokane	YHDP SSO Application FY2023	\$189,450
Washington	WA-502	Spokane City & County CoC	City of Spokane	YHDP TH/RRH Application FY2023	\$892,736
Washington	WA-502	Spokane City & County CoC	City of Spokane	YHDP Youth CE Application FY2023	\$128,782

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 09/09/2024**Committee Agenda type:** Consent**Date Rec'd**

9/4/2024

Clerk's File #

OPR 2024-0802

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

MELISSA 6009

Requisition #**Contact E-Mail**

MMORRISON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680- CHHS ACCEPTANCE OF PY 2024 FORMULA GRANTS, HOME, ESG

Agenda Wording

CHHS is requesting permission to accept the FY 2024 HOME Investment Partnerships Grant Agreement of \$1,161,022.07, and the Emergency Solutions Grant Grant Agreement of \$274,772 for Program Year 2024. HUD has assigned a due date of 9/25/2024.

Summary (Background)

Each Year HUD allocates Emergency Solution Grant funds and HOME Investment Partnership funds to the City of Spokane in its role as a participating jurisdiction. The PY2024 HOME allocation is \$1,161,022.07. The PY 2024 ESG allocation is \$274,772. These formula grant funds may be utilized within the City boundaries of Spokane to meet program objectives and requirements as outlined by 24 CFR 92 for HOME, and 24 CFR 576 for ESG. HUD requires the City of Spokane to sign and return by 9/25/2024.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,435,794.07

Current Year Cost \$ 1,435,794.07

Subsequent Year(s) Cost \$

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

Neutral \$ \$1,161,022.07

1710-95579-51010-54201-99999

Neutral \$ \$274,772

1540-95573-99999-33114-99999

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ANDERSON, ARIELLE M.
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

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

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dnorman@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	9/9/2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Melissa Morrison
Contact Email & Phone	mmorrison@spokanecity.org6009
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- CHHS Acceptance of PY 2024 Formula Grants, HOME, ESG
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	Each Year HUD allocates Emergency Solution Grant (ESG) funds and HOME Investment Partnership (HOME) funds to the City of Spokane in its role as a participating jurisdiction. The PY2024 HOME allocation is \$1,161,022.07. The PY 2024 ESG allocation is \$274,772. These formula grant funds may be utilized within the City boundaries of Spokane to meet program objectives and requirements as outlined by 24 CFR 92 for HOME, and 24 CFR 576 for ESG. HUD requires the City of Spokane to sign and return the grant agreements by 9/25/2024.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$1,435,794.07 Current year cost: \$1,435,794.07 Subsequent year(s) cost:	
Narrative: <u>Grants funds from HUD.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is yearly formula grant from HUD	
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.)	
Operations Impacts Positions are already in place.	
What impacts would the proposal have on historically excluded communities? ESG funding serves extremely low-income households, homeless individuals, or those at-risk of homelessness. HOME funding serves households at 30%, 50% and 60% AMI, those considered extremely low-income and low-income.	
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 and reported as 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 is collected and reported as per HUD's requirements.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

These funding sources must align with the 2020-2024 Consolidated Plan.

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match the name associated with 3b.) and Address Spokane, City of 808 W Spokane Falls Blvd Spokane, WA 99201-0017		2. Grant Number (Federal Award Identification Number (FAIN)) M24-MC530201	
		3a. Tax Identification Number 916001280	3b. Unique Entity Identifier (formerly DUNS) PDNCLY8MYJN3
		4. Appropriation Number 86 4/7 0205	5. Budget Period Start and End Date FY 2024 through FY 2032
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)			\$1,161,022.07
a. Formula Funds		\$1,161,022.07	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) 8/30/2024	
11. Indirect Cost Rate* See Addendum		12. Period of Performance Start and End Date Date in Box #10 - 09/30/2033	

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee must complete the Addendum to Agreement Grantee Indirect Cost Rate(s) (Addendum) and return it to HUD with this Agreement. The Addendum will be incorporated into and made part of this Agreement, if, and only if, the rate information provided by Grantee in the Addendum is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) [2023-05698.pdf \(govinfo.gov\)](https://www.govinfo.gov/2023-05698.pdf), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections: Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must reports such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee- as well as personal services contractor- who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) John D. Schelling, CPD Director	14. Signature 	15. Date 8/30/2024
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date / /

Initial Agreement Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2024	86 4/7 0205	HMF (N)	\$1,159,726.50
2023	86 3/6 0205	HMF (M)	\$1,295.57

Supplement to Agreement M24-MC530201

Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	98.17 %	
	%	
	%	

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

Name of Authorized Official:

Signature:
 X

Date (mm/dd/yyyy):

Title:

//

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

General Instructions: This Agreement is used for one of three purposes: 1) the initial Agreement between HUD and the Participating Jurisdiction (PJ) that obligates HOME formula funds; 2) the initial Agreement between HUD and the PJ/entity that obligates Community Housing Development Organization (CHDO) competitive reallocation funds; 3) the amendment to the Agreement that deobligates an amount of a PJ/entity's HOME funds previously obligated because of a reduction of funds by HUD.

For all initial Agreements - The Agreement (HUD-40093) must have an original or electronic signature by the appropriate HUD official, who is usually the Community Planning and Development (CPD) Director in the Field Office. After the HUD official signs the Agreement, it must be sent to the jurisdiction (or entity) for signature. The jurisdiction (or entity) must sign or electronically sign the Agreement and should retain a copy for its records. The jurisdiction (or entity) must return the signed Agreement to the HUD Field Office. The HUD Field Office must forward the executed Agreement to the CFO National Accounting Center for recording and retain a copy for the Field Office files.

For amendments to the Agreement that deobligate funds because of a reduction by HUD - after notification from the Headquarters' Office of Affordable Housing (OAHP) to proceed, the Agreement (HUD-40093) must be signed or electronically signed by the appropriate HUD official, who is usually the CPD Director in the Field Office. **It is not** necessary to have the jurisdiction sign the form. (Also, please See #8 below) The Field Office should send one copy to the jurisdiction (or entity) for its records. Forward the HUD signed amendment to the CFO National Accounting Center to initiate the deobligation. Email a copy to Headquarters, OAHP, Financial and Information Services Division so that Headquarters can track the deobligation. Retain a copy for the Field Office files.

1. **Participant Name and Address.** The participating jurisdiction's (or entity's) name and address as shown in Box 4 of Standard Form 424.
2. **Grant Number.** The applicable grant number assigned by the HUD for the PJ/entity that corresponds to the fiscal year source of funds for this transaction.
- 3a. **Tax Identification Number. Enter the Tax (Employer).** Identification Number (TIN) shown in Box 8b of Standard Form 424. For jurisdictions (or entities) that are already participating in the HOME Program, this must be the TIN associated

with the jurisdiction (or entity) for the HOME Program.

- 3b. **Unique Entity Identifier.** The identifier required for SAM registration to uniquely identify business entities shown in Box 8c of Standard Form 424 (formerly known as DUNS). For jurisdictions (or entities) that are already participating in the HOME Program, this must be the Unique Entity Identifier associated with the jurisdiction (or entity) for the HOME Program.

4. **Appropriation Number.** The Appropriation Number from the HUD-185 sub-assigning funds for the Fiscal Year source of funds for this transaction.

5. **Budget Start and End Date.** Indicate the fiscal years of funds for this transaction.

6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this participant for this FY source of funds.

- a. **Formula Funds.** Enter the total amount of formula funds previously obligated to the participant. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0". If this is a funding approval form for reallocating or deobligating funds, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.

- b. **Community Housing Development Organization (CHDO) Competitive Reallocation.** Enter the amount of funds previously obligated to the PJ/entity by competition for CHDOs. If this is a funding approval form for reallocating or deobligating funds previously allocated by competition for CHDOs, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.

7. **Current Transaction.** Enter the total amount of funds for this action. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.

- a. **Formula Funds.** Of the amount indicated in Box 7, indicate the amount that is for formula funds. If this is a formula fund deobligation, show the distribution of that amount of funds in Box 7a.1 CHDO funds and/or Box 7a.2 non-CHDO funds.

1. **CHDO.** Of the amount indicated in Box 7a, indicate the amount that is CHDO funds. If none, enter "0." Note: If this is a CHDO competitive reallocation, enter the amount in 7b.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

-
2. **Non-CHDO.** Of the amount indicated in Box 7a, indicate the amount that is Non-CHDO funds. If none, enter "0".
- b. **CHDO Competitive Reallocation or Deobligation.** Of the amount indicated in Box 7, indicate the amount that is reallocated or deobligated from the CHDO competition funds.
8. **Revised Obligation.** Enter the total amount of funds available to the jurisdiction (or entity) after this transaction (Box 6 plus/minus Box 7). Most grants have several source years of funds, therefore, the funding information in #20 must be filled out with the applicable source year of funds and amounts to be deobligated.
- a. **Formula Funds.** Enter the total amount of formula funds available to the participating jurisdiction after this transaction (Box 6a plus/minus Box 7a).
- b. **CHDO Competitive Reallocation.** Enter the total amount of funds available to the PJ/entity as a competitive reallocation for CHDOs after this transaction (Box 6b plus/minus Box 7b).
9. **Special Conditions.** If applicable, check the box and attach any special conditions that are part of the Agreement.
10. **Federal Award Date.** This is the date of obligation which is the **initial date of the HUD Authorized Official's signature** (Box 15) This date of the initial obligation does not change regardless of the Agreement being amended for a deobligation because of a reduction by HUD.
11. **Indirect Cost Rate.** If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, complete the Addendum to Agreement Grantee (Indirect Cost Rate(s), including the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414(f)), and the direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTCD)). If the rate information provided by Recipient in the Addendum is consistent with the applicable requirements in 2 CFR Part 200, the Addendum will be incorporated into and made part of the Agreement. The Recipient also shall provide HUD with a revised schedule if changes occur, and shall become incorporated herein upon HUD's amendment to the Agreement. If there are more than four agencies/departments carrying out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include indirect cost rates for subrecipients.
12. **Period of Performance.** Performance begins on the **initial date of the HUD Authorized Official's signature** (Box 15 and Box 10) and ends on September 30th¹ of the 6th fiscal year after the expiration of the period of availability for obligation.
13. **For the U.S. Department of HUD (Name and Title of Authorized Official).** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
14. **Signature.** The authorized HUD official signs the Agreement here.
15. **Date.** Enter the date the authorized HUD official signed the form. In the case of initial agreements. This is also the same date as the **Federal Award Date**, date of obligation (Box 10).
16. **For the Participating Jurisdiction/Entity (Name and Title of Authorized Office).** Enter the name and title of the official authorized to sign on behalf of the participating jurisdiction/entity. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
17. **Signature of PJ/Entity Official.** The PJ/entity official signs the Agreement here. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
18. **Date.** Enter the date the PJ/Entity official signs the Agreement. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

19. Type of Agreement. Check either Initial Agreement or Amendment #. If an amendment, indicate the amendment number.

20. Funding Information. For each source year of funding, the following information is provided: Source year of Funds, Appropriation Code, PAS Code (with fiscal year indicator code), and amount.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 09/09/2024**Committee Agenda type:** Consent**Date Rec'd**

9/4/2024

Clerk's File #

OPR 2024-0803

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

MELISSA 6009

Requisition #**Contact E-Mail**

MMORRISON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680- CHHS ACCEPTANCE OF PY 2024 FORMULA GRANTS, HOME, ESG

Agenda Wording

CHHS is requesting permission to accept the FY 2024 HOME Investment Partnerships Grant Agreement of \$1,161,022.07, and the **Emergency Solutions Grant Grant Agreement of \$274,772** for Program Year 2024. HUD has assigned a due date of 9/25/2024.

Summary (Background)

Each Year HUD allocates Emergency Solution Grant funds and HOME Investment Partnership funds to the City of Spokane in its role as a participating jurisdiction. The PY2024 HOME allocation is \$1,161,022.07. The PY 2024 ESG allocation is \$274,772. These formula grant funds may be utilized within the City boundaries of Spokane to meet program objectives and requirements as outlined by 24 CFR 92 for HOME, and 24 CFR 576 for ESG. HUD requires the City of Spokane to sign and return by 9/25/2024.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,435,794.07

Current Year Cost \$ 1,435,794.07

Subsequent Year(s) Cost \$

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

Neutral \$ \$1,161,022.07

1710-95579-51010-54201-99999

Neutral \$ \$274,772

1540-95573-99999-33114-99999

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ANDERSON, ARIELLE M.
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

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

Distribution List

	hpage@spokanecity.org
mmorrison@spokanecity.org	jgammal@spokanecity.org
arielleanderson@spokanecity.org	dkinder@spokanecity.org
dnorman@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	9/9/2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Melissa Morrison
Contact Email & Phone	mmorrison@spokanecity.org6009
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- CHHS Acceptance of PY 2024 Formula Grants, HOME, ESG
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	Each Year HUD allocates Emergency Solution Grant (ESG) funds and HOME Investment Partnership (HOME) funds to the City of Spokane in its role as a participating jurisdiction. The PY2024 HOME allocation is \$1,161,022.07. The PY 2024 ESG allocation is \$274,772. These formula grant funds may be utilized within the City boundaries of Spokane to meet program objectives and requirements as outlined by 24 CFR 92 for HOME, and 24 CFR 576 for ESG. HUD requires the City of Spokane to sign and return the grant agreements by 9/25/2024.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$1,435,794.07 Current year cost: \$1,435,794.07 Subsequent year(s) cost:	
Narrative: <u>Grants funds from HUD.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is yearly formula grant from HUD	
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.)	
Operations Impacts Positions are already in place.	
What impacts would the proposal have on historically excluded communities? ESG funding serves extremely low-income households, homeless individuals, or those at-risk of homelessness. HOME funding serves households at 30%, 50% and 60% AMI, those considered extremely low-income and low-income.	
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 and reported as 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 is collected and reported as per HUD's requirements.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

These funding sources must align with the 2020-2024 Consolidated Plan.

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-0017		2. Unique Federal Award Identification Number: E-24-MC-53-0006	
		3. Tax Identification Number: 916001280	
		4. Unique Entity Identifier: PDNCLY8MYJN3	
5. Fiscal Year (yyyy): 2024			
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$274,772	
8. Total Amount of Federal Funds Obligated		\$274,772	
9. Total Required Match		\$274,772	
10. Total Amount of Federal Award Including Match		\$549,544	
11. Start Date of Recipient's Program Year (07/01/2024)	12. Date HUD Received Recipient's Consolidated Plan Submission (06/20/2024)	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) 8/30/2024	
14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Specific Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached 16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) 8/29/2026	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any specific conditions HUD applies under 2 CFR 200.208, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The Recipient must complete the Addendum to Agreement "Recipient Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-24-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-24-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Recipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Recipient

**Addendum # 1 to Agreement # E-24-MC-53-0006
Recipient's Indirect Cost Rate(s)**

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	98.17 %	
	%	
	%	

Name of Authorized Official:

Signature:

X

Date (mm/dd/yyyy):

/ /

Title:

Instructions for the Recipient's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendix VII to Part 200.

General Instructions: This Agreement is used for one of three purposes: 1) the initial Agreement between HUD and the Participating Jurisdiction (PJ) that obligates HOME formula funds; 2) the initial Agreement between HUD and the PJ/entity that obligates Community Housing Development Organization (CHDO) competitive reallocation funds; 3) the amendment to the Agreement that deobligates an amount of a PJ/entity's HOME funds previously obligated because of a reduction of funds by HUD.

For all initial Agreements - The Agreement (HUD-40093) must have an original or electronic signature by the appropriate HUD official, who is usually the Community Planning and Development (CPD) Director in the Field Office. After the HUD official signs the Agreement, it must be sent to the jurisdiction (or entity) for signature. The jurisdiction (or entity) must sign or electronically sign the Agreement and should retain a copy for its records. The jurisdiction (or entity) must return the signed Agreement to the HUD Field Office. The HUD Field Office must forward the executed Agreement to the CFO National Accounting Center for recording and retain a copy for the Field Office files.

For amendments to the Agreement that deobligate funds because of a reduction by HUD - after notification from the Headquarters' Office of Affordable Housing (OAHP) to proceed, the Agreement (HUD-40093) must be signed or electronically signed by the appropriate HUD official, who is usually the CPD Director in the Field Office. **It is not** necessary to have the jurisdiction sign the form. (Also, please See #8 below) The Field Office should send one copy to the jurisdiction (or entity) for its records. Forward the HUD signed amendment to the CFO National Accounting Center to initiate the deobligation. Email a copy to Headquarters, OAHP, Financial and Information Services Division so that Headquarters can track the deobligation. Retain a copy for the Field Office files.

1. **Participant Name and Address.** The participating jurisdiction's (or entity's) name and address as shown in Box 4 of Standard Form 424.
2. **Grant Number.** The applicable grant number assigned by the HUD for the PJ/entity that corresponds to the fiscal year source of funds for this transaction.
- 3a. **Tax Identification Number. Enter the Tax (Employer).** Identification Number (TIN) shown in Box 8b of Standard Form 424. For jurisdictions (or entities) that are already participating in the HOME Program, this must be the TIN associated

with the jurisdiction (or entity) for the HOME Program.

- 3b. **Unique Entity Identifier.** The identifier required for SAM registration to uniquely identify business entities shown in Box 8c of Standard Form 424 (formerly known as DUNS). For jurisdictions (or entities) that are already participating in the HOME Program, this must be the Unique Entity Identifier associated with the jurisdiction (or entity) for the HOME Program.
4. **Appropriation Number.** The Appropriation Number from the HUD-185 sub-assigning funds for the Fiscal Year source of funds for this transaction.
5. **Budget Start and End Date.** Indicate the fiscal years of funds for this transaction.
6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this participant for this FY source of funds.
 - a. **Formula Funds.** Enter the total amount of formula funds previously obligated to the participant. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0". If this is a funding approval form for reallocating or deobligating funds, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
 - b. **Community Housing Development Organization (CHDO) Competitive Reallocation.** Enter the amount of funds previously obligated to the PJ/entity by competition for CHDOs. If this is a funding approval form for reallocating or deobligating funds previously allocated by competition for CHDOs, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
7. **Current Transaction.** Enter the total amount of funds for this action. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
 - a. **Formula Funds.** Of the amount indicated in Box 7, indicate the amount that is for formula funds. If this is a formula fund deobligation, show the distribution of that amount of funds in Box 7a.1 CHDO funds and/or Box 7a.2 non-CHDO funds.
 1. **CHDO.** Of the amount indicated in Box 7a, indicate the amount that is CHDO funds. If none, enter "0." Note: If this is a CHDO competitive reallocation, enter the amount in 7b.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

-
2. **Non-CHDO.** Of the amount indicated in Box 7a, indicate the amount that is Non-CHDO funds. If none, enter "0".
- b. **CHDO Competitive Reallocation or Deobligation.** Of the amount indicated in Box 7, indicate the amount that is reallocated or deobligated from the CHDO competition funds.
8. **Revised Obligation.** Enter the total amount of funds available to the jurisdiction (or entity) after this transaction (Box 6 plus/minus Box 7). Most grants have several source years of funds, therefore, the funding information in #20 must be filled out with the applicable source year of funds and amounts to be deobligated.
- a. **Formula Funds.** Enter the total amount of formula funds available to the participating jurisdiction after this transaction (Box 6a plus/minus Box 7a).
- b. **CHDO Competitive Reallocation.** Enter the total amount of funds available to the PJ/entity as a competitive reallocation for CHDOs after this transaction (Box 6b plus/minus Box 7b).
9. **Special Conditions.** If applicable, check the box and attach any special conditions that are part of the Agreement.
10. **Federal Award Date.** This is the date of obligation which is the **initial date of the HUD Authorized Official's signature** (Box 15) This date of the initial obligation does not change regardless of the Agreement being amended for a deobligation because of a reduction by HUD.
11. **Indirect Cost Rate.** If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, complete the Addendum to Agreement Grantee (Indirect Cost Rate(s), including the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414(f)), and the direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTCD)). If the rate information provided by Recipient in the Addendum is consistent with the applicable requirements in 2 CFR Part 200, the Addendum will be incorporated into and made part of the Agreement. The Recipient also shall provide HUD with a revised schedule if changes occur, and shall become incorporated herein upon HUD's amendment to the Agreement. If there are more than four agencies/departments carrying out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include indirect cost rates for subrecipients.
12. **Period of Performance.** Performance begins on the **initial date of the HUD Authorized Official's signature** (Box 15 and Box 10) and ends on September 30th¹ of the 6th fiscal year after the expiration of the period of availability for obligation.
13. **For the U.S. Department of HUD (Name and Title of Authorized Official).** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
14. **Signature.** The authorized HUD official signs the Agreement here.
15. **Date.** Enter the date the authorized HUD official signed the form. In the case of initial agreements. This is also the same date as the **Federal Award Date**, date of obligation (Box 10).
16. **For the Participating Jurisdiction/Entity (Name and Title of Authorized Office).** Enter the name and title of the official authorized to sign on behalf of the participating jurisdiction/entity. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
17. **Signature of PJ/Entity Official.** The PJ/entity official signs the Agreement here. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
18. **Date.** Enter the date the PJ/Entity official signs the Agreement. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

19. Type of Agreement. Check either Initial Agreement or Amendment #. If an amendment, indicate the amendment number.

20. Funding Information. For each source year of funding, the following information is provided: Source year of Funds, Appropriation Code, PAS Code (with fiscal year indicator code), and amount.



Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Date Rec'd 9/4/2024

Clerk's File # OPR 2024-0804

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept	STREETS	Bid #	RFP #6110-24
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Contact Name/Phone	CLINT HARRIS 625-7744	Requisition #	BT
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Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	1100 – GPS PLOW AND STREET MAINTENANCE OPERATIONS		
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Agenda Wording

Contract with Neotreks, Inc dba PlowOps for Electronic Route Tracking System

Summary (Background)

This contract is being requested for PlowOps to support the Street Department's plowing and maintenance operations for electronic route tracking. The contract was selected via bid (RFP 6110-24) for 5 years, starting October 2024. This service will be used to maintain roadways across the City.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 185,000.00

Current Year Cost \$ 65,000.00

Subsequent Year(s) Cost \$ 30,000.00 per year

Narrative

This aligns with the City's Sustainability Action Plan to reduce the department's paper waste.

Amount

Budget Account

Expense	\$ 185000.00	# 1100-21800-42660-54201-999999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Michael Bullock Michael@neotreks.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	steve@plowops.com
kaiumu@spokanecity.org	tbrazington@spokannecity.org

Committee Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	9/16/2024
Submitting Department	Street
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 625-7744
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – GPS Plow and Street Maintenance Operations
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>This contract is being requested for PlowOps to support the Street Department’s plowing and maintenance operations for electronic route tracking. The contract was selected via bid (RFP 6110-24) for 5 years, starting October 2024.</p>
Fiscal Impact	
<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>\$185,000</u></p> <p style="padding-left: 20px;">Current year cost: \$65,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$30,000 per year</p>	
Narrative:	
<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>	
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? <u>This service will be used to maintain roadways across the city</u> • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>This service will be used to maintain roadways across the city</u> • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? <u>Data collected will be used to improve maintenance operations</u> 	

- 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 Cities Sustainability Action Plan to reduce the department's paper waste

Council Subcommittee Review

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

No subcommittee review, department request to improve operations



City of Spokane
CONTRACT
**FLEET TELEMATICS EQUIPMENT AND
DATA HOSTED SUBSCRIPTION SERVICE**

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **NEOTREKS, INC. dba PLOWOPS**, whose address is 14965 Raton Road, Colorado Springs, Colorado 80921, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Fleet Telematics Equipment and Data Hosted Subscription Service in accordance with RFP 6110-24, the Company’s Response, which is attached as Exhibit B; and Company’s Terms of Service, which is attached as Exhibit C. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.
2. **CONTRACT TERMS.** The Contract shall begin October 1, 2024, and run through September 30, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$185,000.00)**, plus applicable sales tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party’s prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract.

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

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

11. 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.

12. 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.

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

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

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

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or [360-705-6741](tel:3607056741) 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.

17. AUDIT / RECORDS. The Company 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 Company 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.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW

Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. 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.

NEOTREKS, 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
Exhibit C – Company's Terms of Service

24-160

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

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

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

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

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

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

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

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

EXHIBIT B

EXHIBIT C

Bid Response Summary

Bid Number RFP 6110-24
Bid Title Fleet Telematics Equipment and Data Hosted Subscription Service
Due Date Tuesday, May 28, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company NeoTreks d.b.a. PlowOps
Submitted By Steve McCarley - Thursday, May 23, 2024 10:16:59 AM [(UTC-08:00) Pacific Time (US & Canada)]
 steve@plowops.com 7202332000

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):	31
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	2.1	Clarification Question and Response: QUESTION: Bid requirements state the ability to "obtain route tracking and metrics" specific to snowplow operations. Is the route tracking historical data of actual routes, or proactive route guidance? Also, what are the specific metrics required? Any more details that can be provided on the specifics of the requirements (any integrations, etc.) is appreciated. RESPONSE: We are looking to integrate the route tracking into our current routes. There is not a required list of metrics. The main use will be to track the percentage of the route completion and what has been finished. Any other metrics that could assist with plow and its operations are welcome. In the future we will be looking to integrate route optimization.	AGREED AND ACKNOWLEDGED
	2.2	Clarification Question and Response: QUESTION: Is it important for the City of Spokane to track the operational status of both snow plows blades and salt/sand spreaders? For example know when the blade is down versus up or know when the PTO is active vs. not active? RESPONSE: Updated information on this question. Plow up or down is not needed. The ability to have the operator impute if they are working in rote will also work to identify if they are plowing or treating the route.	AGREED AND ACKNOWLEDGED

<p>2.3</p>	<p>Clarification Question and Response: QUESTION: Under 3.5 Cost Proposal, 1.3 and 1.5 Equipment cost to be incurred per Vehicle appears to be identical. Could you please explain the difference between them? RESPONSE: Section 1.3) Equipment Cost To Be Incurred per Vehicle and 1.5) Equipment Cost To Be Incurred per Vehicle, were mistakenly listed twice under, 3.5 COST PROPOSAL.</p>	<p>AGREED AND ACKNOWLEDGED</p>
<p>#2.4</p>	<p>Clarification Questions and Responses: QUESTIONS: 1) Section 1.3 Minimum qualifications regarding business license for the State of Washington. Does the provider need to have an active business lic for state of WA in order to bid or only if the bid is awarded to us? 2) Can you provide information on what features and functionality you are looking for such as showing Plow Down, Brining, when in use, etc... 3) Is there a snow plow controller system you are using now, that you need the provider to integrate with? 4) Can you provide a Fleet Inventory with an overview of equipment installed on your plows? 5) Is there a desire to have routes created or loaded into the system? 6) Is this limited to snow plows or will other vehicles or equipment such as support vehicles or tractors/heavy equipment be included in this? RESPONSES: 1) Will need it in order selected for award. Bidder could enter "will get if awarded contract". 2) We would like to be able to tell if the plow is down or up to track areas that are plowed. Tracking liquid deicer or sanding would also be a plus if possible. 3) We are currently using Force America 6100, and Raven 410 or 440 controllers. We are working on upgrading our fleet to have just the Force America system. 4) The equipment we use when plowing is a mix of different makes and models of 6 and 10 wheel trucks, loaders, and graders. 5) We would like to load our current routes in the system. 6) Support equipment is used, some areas are plowed using a plow truck with a loader or grader.</p>	<p>AGREED AND ACKNOWLEDGED</p>
<p>#2.5</p>	<p>Clarification Questions and Response: QUESTIONS: Can we receive a copy of the asset list? Would you be able to provide a vehicle list? RESPONSE: The equipment we use are a mix of different makes and models of 6 and 10 wheel trucks, loaders, and graders.</p>	<p>AGREED AND ACKNOWLEDGED</p>
Empty row for additional questions		

2.6	<p>Clarification Question and Response: QUESTION: Is there anyway we can get a copy of the vehicle lists that you want to outfit? I see that you have 6 and 10 wheel, with graders and loaders, but what kind? What chassis? Are they all the same?</p> <p>RESPONSE: As for the type of equipment, we have International and Freightliner trucks. For the loaders and graders, we have a mix of John Deer and Volvo. The ability to track equipment information is not required for example, if the check engine light is on or how many hours is on the equipment.</p>	AGREED AND ACKNOWLEDGED
2.7	<p>Clarification Question and Response: QUESTION: Is the idea here to leverage telematics equipment with embedded SIMs, or an in-vehicle router [like a Cradlepoint] to provide connectivity? It was unclear in the documentation. There is no required type of connectivity. RESPONSE: As long as the ability to see where the equipment is currently working and where the equipment has been is provided. Along with the ability for operators or equipment to identify if they are currently working the route.</p>	AGREED AND ACKNOWLEDGED
2.8	<p>Clarification Question and Response: QUESTION What is the maximum number of vehicles out plowing at once? RESPONSE: 60</p>	AGREED AND ACKNOWLEDGED
2.9	<p>Clarification Question and Response: QUESTION Our solution includes an in-cab device for drivers. The city can choose to procure their own devices (often the less expensive choice) or lease devices from us. Which would you prefer? If leasing, would you prefer to use phones or tablets? RESPONSE: We do not want to purchase the devices separately, we would like to own them but have them be provided as part of the bid. Tablets would be preferred.</p>	AGREED AND ACKNOWLEDGED
2.10	<p>Clarification Question and Response: QUESTION During what part of the evaluation process will the requested free demos be required to be installed? How many vehicles are desired to be included in the cost free demo? 2. What are the expectations/desires for how the Proposer should sense the plow up/down and spreader on/off activation? Is the City ok with allowing Proposer to physically tie into the activation switches for the plow/spreader controller? RESPONSE: 1) The demo can be a virtual demo that shows how the system would operate. We will not be requesting a live demo to be provided. 2) The system is not required to say if the plow is up or down, or if the spreader is on or off. As long as the operator of the equipment can impute if they are plowing/treating the area or not. If that function is available it can be tied into the system, but is not required.</p>	AGREED AND ACKNOWLEDGED

2.11	Clarification Question and Response: Question: Does the department maintain street and snow route data in Esri ArcGIS? RESPONSE: The route data is in ArcGIS, and can be pulled out and supplied in different formats.	AGREED AND ACKNOWLEDGED
2.12	Clarification Question and Response: Question: Can you please share what approximate percentage of those 60 vehicles currently have sensors (such as Force America, Cirrus, etc.) along with their make/models? RESPONSE: We have about 30 vehicles with sensors - Force America 6100, Raven 410 & 440, Certified, and Cirrus. Communicating with the systems is not required. The information for how much sand or deicer being put out is not needed. Just an impute for the operator to indicate if they are treating the area or not.	AGREED AND ACKNOWLEDGED
2.13	Clarification Questions and Response: Question: What are the top three success factors for this project / what KPIs or other measurements will be used to indicate the success of the project? RESPONSE: To be able to indicate what areas the equipment has worked during a plow to indicate how much work is left. Have past location and time information, and reliability in transmitting information within the city of Spokane.	AGREED AND ACKNOWLEDGED
2.14	Clarification Questions and Response: Question: What are the top 3 use cases that city will use the data from the selected solution? RESPONSE: Equipment current and past locations, areas worked, and travel time.	AGREED AND ACKNOWLEDGED
2.15	Clarification Questions and Response: Question: Have you talked with any vendors as part of market research? If so: What vendors did you speak with? Have you conducted any trials? RESPONSE: Yes, vendors have been talked to. No trials have been conducted. We do not have a list of what vendors have been looked into from the employees' searches and trade show interactions.	AGREED AND ACKNOWLEDGED
2.16	Clarification Question and Response: Question: Does the City have a current Telematics system that it is using? If so, what are the top 3 things the City likes about its current system? If so, what are the top 3 things the City desires its current system have? RESPONSE: No	AGREED AND ACKNOWLEDGED
2.17	Clarification Question and Response: Question: Do you have a budget for this project? If so, can you share the annual budget range? \$0 - \$50,000 \$50,000 - \$150,000 \$150,000 - \$250,000 \$250,000 - \$500,000 \$500,000+ RESPONSE: There has not been an established budget range.	AGREED AND ACKNOWLEDGED

2.18	Clarification Question and Response: Question: Who will be evaluating the RFP responses? Can you share their titles and respective departments or functions? RESPONSE: The RFP will be reviewed by the Street Department. That includes the Director, Street Manager, department Supervisors, and the Business Analyst.	AGREED AND ACKNOWLEDGED
2.19	Clarification Question and Response: Question: Are City vehicles outside of snow plows considered in scope? If not in scope for this RFP, could it be considered in the future for the City? RESPONSE: Vehicles outside snow plows are considered in scope, this will be used year round. More equipment could be added in the future.	AGREED AND ACKNOWLEDGED
2.20	Clarification Questions and Response: Question: Can you provide a list or breakdown of the types of vehicles in your fleet (e.g., a count of each year/make/model of snowplow)? If you are unable to provide a list or breakdown of the types of vehicles in your fleet, can you describe what diagnostic ports or other input sources are available for data collection on the vehicles in your fleet (9-pin, 6-pin, or OBDII diagnostic ports; PTO inputs; etc.)? RESPONSE: This would be out of the scope of the contract. Tying into the vehicle system is not required.	AGREED AND ACKNOWLEDGED
2.21	Clarification Question and Response: Question: Can you specify the type and make of your snow plow equipment? RESPONSE: The equipment we use when plowing is a mix of different makes and models of 6 and 10 wheel trucks, loaders, and graders. We have International and Freightliner trucks. For the loaders and graders, we have a mix of John Deer and Volvo.	AGREED AND ACKNOWLEDGED
2.22	Clarification Questions and Response: Question: Can you specify what data you want from your snow equipment? Please provide how you will use this data and include specific use cases. RESPONSE: Where the equipment has been, and where it has been working. During a snow plow, we would want to know what areas are being worked and track how much of the route is left. Along with where equipment has been when it is not working. An example would be traveling to the route to start work.	AGREED AND ACKNOWLEDGED
2.23	Clarification Question and Response: Question: Do you desire for the Telematics solution to also help coach drivers regarding risky or non-productive driving behaviors? RESPONSE: No	AGREED AND ACKNOWLEDGED

2.24	Clarification Question and Response: Question: Are you interested in telematics solutions that provide accurate AI to detect unsafe driving behaviors? RESPONSE: That function is not required.	AGREED AND ACKNOWLEDGED
2.25	Clarification Questions and Response: Question: Is there an interest by the City in having 360 degree visibility around the vehicles? RESPONSE: No	AGREED AND ACKNOWLEDGED
2.26	Clarification Question and Response: Question: If there are considerations for technology in cab, can you provide additional use cases and insight as to how that in-cab technology will be used? RESPONSE: In cab technology would just be communicating route information to the driver.	AGREED AND ACKNOWLEDGED
2.27	Clarification Questions and Response: Question: Please rank the following on a scale of 1 to 5 (1 being low, 5 being highly important): RESPONSE: Reference RFP 6110-24, Sections: 4. PROPOSAL SUBMISSION AND EVALUATION, 4.6 EVALUATION WEIGHING AND SCORING and 4.7 AWARD/REJECTION OF PROPOSAL/CONTRACT	AGREED AND ACKNOWLEDGED
2.28	Clarification Questions and Response: Question: With regard to Installations: Does the City desire to have the vendor install any required hardware as part of the proposal or does the City desire to self install? If vendor installation; Will vehicles be made available during regular business hours? Will vehicles be made available so that we can manage multiple installs per day at the same location? (i.e., sending an installer we can make multiple installations) Are there any other considerations we should be aware of regarding vehicle availability for installation? RESPONSE: All the installations will happen at the same location, and vehicles will be available during regular hours.	AGREED AND ACKNOWLEDGED
2.29	Clarification Questions and Response: Question: Can you provide additional information regarding next steps. Does the City anticipate vendor evaluation and any identified timeframes? (e.g., will there be vendor demos?) RESPONSE: After a bid is selected the city will reach out to the vendor to schedule the next steps.	AGREED AND ACKNOWLEDGED
2.30	Clarification Questions and Response: Question: With regard to the "Demo" section of the proposal, is it the City's intention to conduct a "trial" of solutions before final selection? Does the City intend to conduct this side by side to evaluate the top solutions to finalize a vendor? RESPONSE: Reference RFP 6110-24, Section 4. PROPOSAL SUBMISSION AND EVALUATION, 4.7 AWARD/REJECTION OF PROPOSAL/CONTRACT	AGREED AND ACKNOWLEDGED

2.31	Clarification Questions and Response: Question: What is the target start date for installation? What is the target date of completion? RESPONSE: Install and complete by November 8th, 2024	AGREED AND ACKNOWLEDGED
3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Steve McCarley 720-233-2000 steve@plowops.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Michael Bullock 719-332-1161 Michael@neotreks.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Spokane WA - PlowOps Fleet Telematic Equipment and Hosted Subscription Service (1).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.	



Fleet Telematic Equipment and Hosted Subscription Service

RFP#: 6110-24

May 28, 2024

PlowOps

Steve McCarley
202 6th Street #302
Castle Rock, CO 80104
steve@plowops.com





CITY OF SPOKANE - PURCHASING
915 N Nelson Street
Spokane, Washington 99202
May 24, 2024

Mr. Rick Rinderle,

Congratulations on recognizing that your snow removal and road maintenance operations require a leading-edge solution to ensure the safety, transparency and optimal customer service to all City of Spokane residents. PlowOps™ is a perfect solution to meet your Fleet Telematics RFP requirements. PlowOps is the optimal GPS tracking solution for snow removal operations because it is much more than a GPS tracking system. As the only solution designed specifically for the complexities faced by the modern snow fighter, we're confident you'll find that PlowOps is the right tool to meet your needs.

PlowOps is a product of NeoTreks, Inc., a mobile geospatial technology company based in Colorado. NeoTreks, Inc. is a Colorado C-Corporation with over 11 years of experience in fleet tracking operations.

NeoTreks Corporate Headquarters

14965 Raton RD
Colorado Springs, CO 80921
www.neotreks.com
(719) 332-1161

NeoTreks Main Office

202 Sixth Street
Suite 302
Castle Rock, CO 80104

We are pleased to partner with a Spokane company:

Car Toys

6709 N Division St, Spokane, WA 99208
(509) 466-0100

NeoTreks will comply with all terms and conditions set forth in RFP 6110-24, unless otherwise stated in our proposal. NeoTreks does not employ nor has any relationship with any current or former employees of the RFP participating agencies. NeoTreks will obtain a State of Washington business license upon award. NeoTreks looks forward to being a key partner to modernize and improve your snow removal and city operations.

Respectfully,
Michael E. Bullock
President & CEO
(719) 332-1161
michael@neotreks.com



The PlowOps Advantage

PlowOps™ is the 2023 APWA multi-award winning fleet telematics and route intelligence management solution for public snow removal and year-round road maintenance operations:

Efficiency

PlowOps allows you to optimize your routes, track and report your materials and see live route completion progress, even where your plow blade or sweeper broom is in use. PlowOps' in-cab tablet software allows safe, effective communication with vehicle operators providing operational situational awareness. The driver observations tool visually and audibly alerts other operators on approaching plow hazards as well as city assets that need repair.

Transparency

PlowOps' public web portal provides unparalleled transparency of plowing and maintenance operations allowing Spokane residents to monitor progress and travel safely. Fleet operational recordings provide an audit trail of activity and are highly useful to address constituent and official inquiries.

PlowOps' portability is Spokane's all-season solution.

All Spokane maintenance operations vehicles can benefit from PlowOps' capabilities for vehicle tracking, communications, routing and overall fleet management, with the flexibility of swapping the tablets to other seasonal operations. Many PlowOps clients are doing precisely this after seeing the advantages of having all their vehicles on a single fleet management platform.

PlowOps provides the vehicle operators with an in-cab tablet application to manage route assignments, record field observations and facilitate communications. This is a *turn-key* HW/SW solution that is available today. PlowOps includes the most features and capabilities available for snow plows, sweepers, road graders and road maintenance vehicle operators, including:

- Optimize work in progress on snow removal and road maintenance operations by tracking locations, routes, and sensor data for fleet vehicles,
- In-cab tablets and an office admin web portal replace paper maps with live digital route maps, real-time progress, route queueing and driver-dispatch communications,
- Optional dash cameras can be added to vehicles, with images sent to the web portal for viewing and storage in a seamless manner,
- Improve route configurations, servicing and work efficiency through our proprietary software designed to optimize snow removal and all street maintenance performance,
- Easily access real-time information on route progress to greatly improve customer service, with the option of allowing residents to view progress online,
- Post-storm data and analytics drive continuous improvement of fleet performance,
- All data available both in real-time and as historical data, including compliance and safety data, and host-provided cloud-based backup,
- Includes all hardware, software and training needed to optimize the system.



As the operations of local and regional governmental public works continue to expand in scope and complexity, technology adoption will play a critical role in how these services are managed. In some ways, the traditional AVL can be likened to the early days of consumer vehicular navigation using Personal Navigation Devices (PNDs). Today, virtually no-one uses PND's in their vehicles because they have smart devices that can do vastly more. This is the same advancement PlowOps is bringing to the public works departments of America. There is no need to use antiquated GPS trackers anymore either, because our smart devices can do everything they can do and so much more.

PlowOps is leading a revolution in approach to the aging AVL industry, where the focus is less on simply tracking your fleet and more on empowering your operators and supervisors with knowledge and tools to both improve their quality of service as well as the timeliness of service. PlowOps is the low-cost solution that meets all of the requirements listed in the RFP:

Technical Proposal

Understanding the Problem

The PlowOps team has been innovating in municipal snow removal and road maintenance operations for over 11 years. Beginning in 2013, the PlowOps team was the first in the nation to install tablets in snow plow vehicles under our project with the Wyoming Department of Transportation. Based on this success, beginning in 2019 we developed PlowOps as the commercial SaaS solution to make this available to all organizations at an affordable cost. This has included DOTs and counties and city public agencies. *PlowOps is the most innovative off-the-shelf solution for snow removal as well as all public works operations available.*

This is not just a fleet management system - it is the best-in-class solution highly tailored for the unique requirements of the modern municipal street operator. *PlowOps clients have reported operational savings due to the route management capabilities - the ability to service their routes with fewer vehicles.* Furthermore, if you use Cartegraph for your asset management system, PlowOps can be fully integrated with your specific implementation, providing an end-to-end fleet management solution.

The following table lists the requirements from the RFP. These requirements are similar to other municipalities and counties that have selected PlowOps as their preferred solution for managing the vehicle operations.

Fleet Tracking RFP Requirements



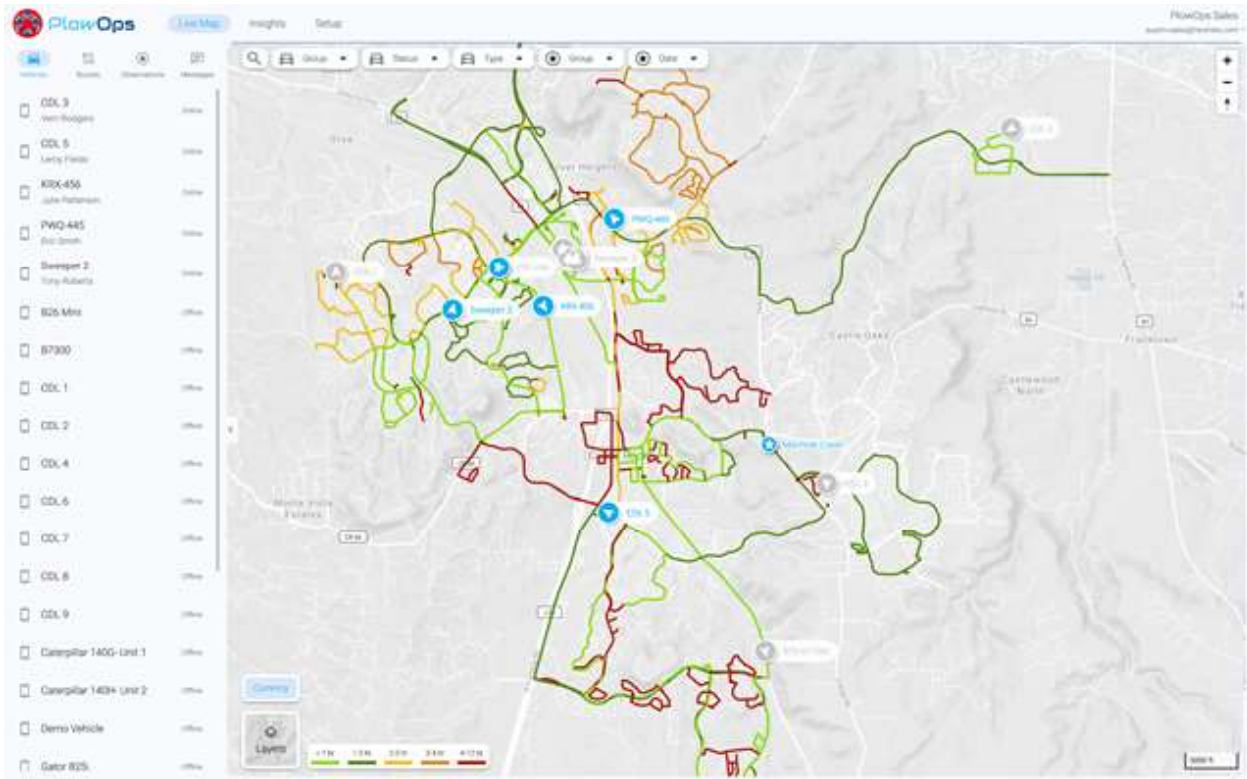
PlowOps Supported	ID	RFP Required Functionality Description
✓	1	Enable the Street Department to obtain route tracking information
✓	2	Enable the Street Department to obtain metrics specific to snow plowing operations
✓	3	Support 50+ vehicles
✓	4	Provide fleet telematics associated equipment
✓	5	Provide a data hosted subscription service outside the City of Spokane's network
✓	6	A minimum of 5 years experience in fleet telematics services

The PlowOps Solution

PlowOps is a revolutionary snowplow tracking and routing SaaS product focused on improving the efficiency, safety and transparency of an organization's snow plowing and year-round road maintenance. We provide everything a city or county needs to digitize all operations. Whether you're utilizing an existing AVL system or starting from scratch, we make it easy to equip your vehicles with all the hardware and software needed to modernize your fleet.

Improving driver execution

Our software is designed from the ground up to serve the modern snow fighter and vehicle operators. Our mobile in-cab application empowers drivers with digital route maps, route assignment tasking, route completion progress, and both location and observation reporting. These, along with enhanced visual and audible communications/alerts and more, to help clear and service roads in the City of Spokane more safely and efficiently. We focus on a distraction free mobile app design so your drivers can safely focus on the road, on a display device that can run other applications important to city operations.



PlowOps Web Portal showing routes and vehicle locations

Improving manager oversight

The PlowOps web portal, our awarded Supervisor Central Command, contains a suite of empowering tools for managers and supervisors to track and orchestrate city operations. The Live Map shows all live and off-line assets on an intuitive mapping interface, with the ability to see plow and spreader status, live view of the road via optional dash cameras, and visual and audible operator messaging interactions. The PlowOps web portal also includes a host of features enabling the ability to retrieve historical data on all past shifts, including address lookup, visual shift playback for training, and driver shift statistics and insights.

Improving route optimization

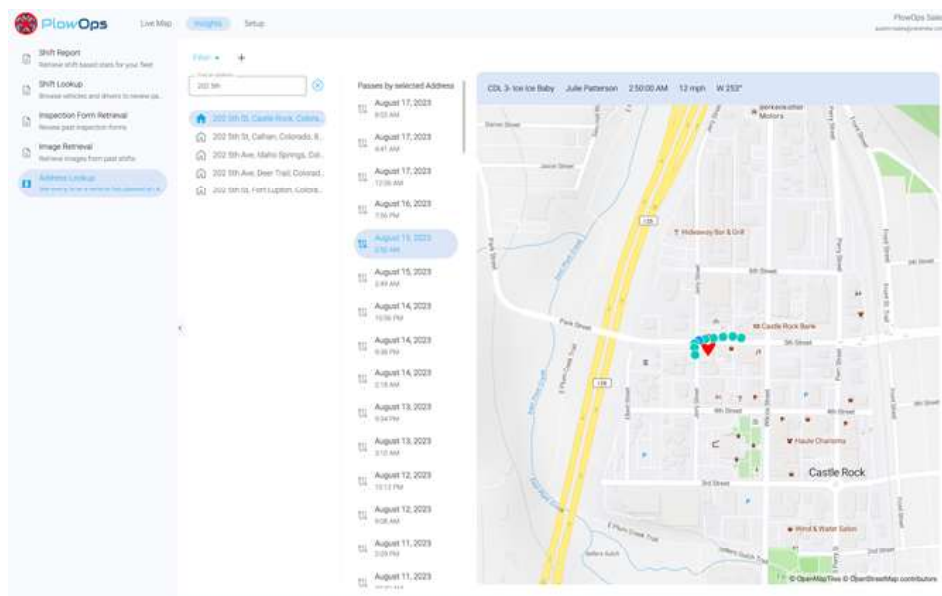
Perhaps the most important feature of the PlowOps system is the focus on improving route management, configurations and assignments to ensure roads are cleared efficiently, completely, in priority order. We are not merely tracking your fleet; we are optimizing how your streets are cleared. Improved performance and outcomes are complimented with the optimization of fleet resources to generate cost savings.

1. Automated route configurations: Automated route assignments are an incredibly powerful feature and at the core of the PlowOps ecosystem. Any supervisor or admin using the web portal can select a driver or vehicle and assign a route to them. The driver will get a notification on PlowOps Mobile informing them of the assignment. Once accepted, the route is automatically displayed on the Driver's map for them to follow.

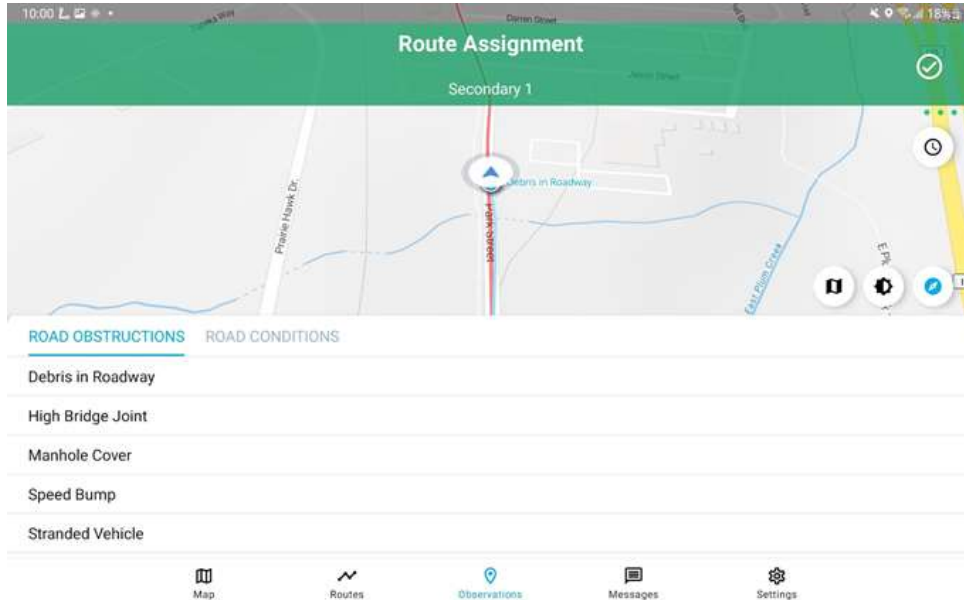
2. Self-assigned routes: While automated route configurations are a key value-add, we want drivers to retain the ability to self-assign a route, and to manually review a route on the map.
3. Route queuing: Supervisors can assign more than one route to a driver, creating a route queue, so that once a driver completes a route, the next route in their queue is automatically assigned.
4. Route tracking: By tracking every assignment, PlowOps can create analytics and insights to better improve operations.
5. Route groupings: route configs can be tied to vehicle groups much like Observations Groups (see requirement #4 narrative). For example, you can create route configs for your CDL plow routes, sweeping routes, and sanding routes. You can then tie each of these to their respective vehicles so your sweepers, for example, only have access to sweeping routes. If you use the same vehicles to pre-treat or sand and also plow, then you can assign multiple configs to a single vehicle group, so they have access to both.
6. Web-based routes data: Admin users can create Route Configurations by pointing to a web service containing your routes data. If the City of Spokane does not have this type of web service already created, we will happily assist with this. We offer hosting of this service on our own cloud servers if needed, and an account can have an unlimited number of different route configurations.

The proprietary PlowOps software, run on a smart device for drivers and managers, is truly what sets PlowOps apart from other solutions. This software must be capable of reading multiple inputs, sensors, and data feeds provided by the vehicle. The smart devices also must be locked down using a Mobile Device Management (MDM) system for security and safety.

For these reasons, PlowOps is currently implemented with an Android-based system, which is being used successfully by two state DOTs and many other county and local government organizations.



PlowOps Web Portal showing Address Lookup Insight.



PlowOps Mobile - Driver placing an Observation while on an active route assignment.

PlowOps is a complete turn-key solution for any organization. We provide everything you need to get up and running, including: all hardware and software, device management, cellular data, mounting solutions, sensors and cameras as well as installation assistance, training, and support. Since we provide everything you need, it is easy to adopt the PlowOps platform.

PlowOps Feature	Description
GPS tracking	Identify the locations of your entire fleet
In-cab tablet for drivers	Provides digital maps, routes, observations, inspection reports and supervisor comms
Route assignments	Drivers and supervisors see route completion progress in real-time
Vehicle inspection	Electronic pre/post trip inspection reporting
Driver observations	Driver can send observations, which can be customized for the work assignment
Cloud data storage	For dashcam images and historical shift details
Historical performance data	On-demand shift analytics for driver/vehicle
Address lookup	Zoom to a specific address to view historical operations for constituent complaints or current live views for pass count and time on a road segment.
Web Portal for Managers	Observe all county operations in real-time



Newly Updated User Interface	Utilizing the latest in UI/UX design best practices to help drivers and managers be more productive
Dashboard command for Supervisors	Observe operations, send field comms, create asset work orders, historical data reporting, distribute and queue route assignments,
Shift setup & management	Distribute and queue route assignments for drivers
Plow blade sensor integration	Detect/report when plow blade is up or down
Spreader sensor integration	Detect/report when spreader is utilized
Driver observations	Report field observations of hazards, city asset needs or weather conditions
Post Storm Analytics	Review storm response performance in order to improve.
Dash camera integration	We can integrate with your existing dash cams and store the imagery in the cloud for easy retrieval
Public Portal	Give constituents a map showing plow/sweeper/mower operations
Road & weather conditions	Reportable observations from drivers and live NOAA weather maps and warnings for supervisors
ArGIS integration	We integrate with ArGIS applications
Cartegraph integration	We integrate with Cartegraph asset management
CityWorks integration	New integration feature to be added Q1 2024
Electronic pre/post trip inspection reports	Save operator time and gain critical data accuracy
Platform Updates	Regular updates for the mobile application and the Web Portal - adding new features and capabilities

The following is a breakdown of what is included in a standard PlowOps deployment.

Mobile Tablets and Smartphones

PlowOps Mobile includes Android tablets to operate the mobile application. We can also track individual personnel if needed via PlowOps Mobile running on an employee's hand-held device. We provide high-quality, reliable, and affordable devices made by Samsung and typically outfit an organization with a mix of screen sizes:

- Our most commonly installed device is an 8.7-inch tablet which fits on the dash of most CDL vehicles perfectly.

- We also offer smaller 6-inch devices which install on smaller vehicles or heavy equipment with a smaller footprint. They are also ideal for tracking personnel such as shovel crews or maintenance workers who may not be confined to a vehicle for their shift.
- We also offer a 10.5-inch tablet that is ideal for the mobile supervisor. This allows supervisors to orchestrate city operations while in the field.

Cellular data service

Each device that PlowOps provides comes equipped with an active SIM card for Verizon data. The cost of the cellular data is included as part of the PlowOps subscription (as noted in the pricing section). We handle the account for you, so you never have to worry about data overages, or managing cellular data.

Mobile Device Management (MDM)

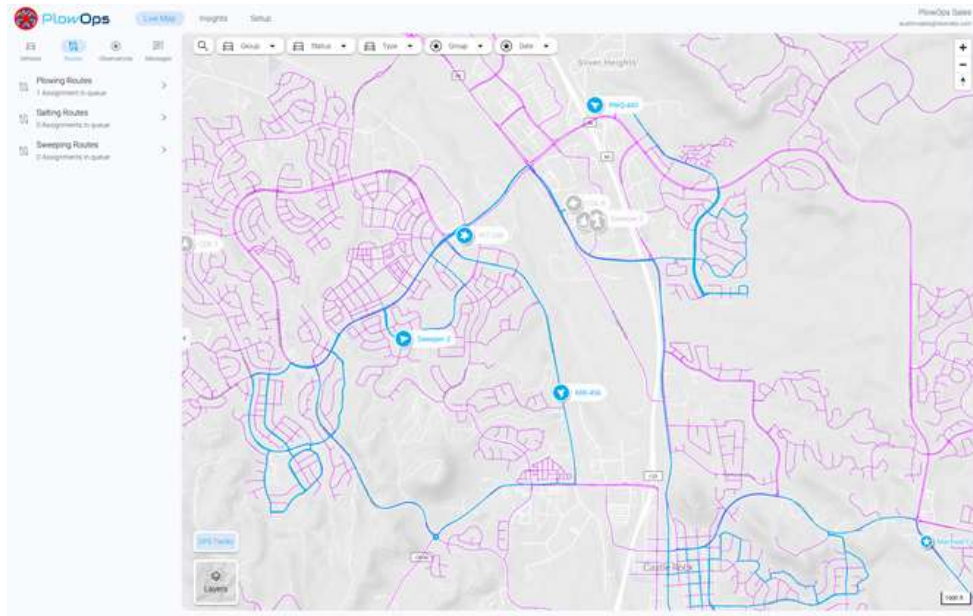
We secure all mobile devices with Samsung KNOX MDM, in a mode called Kiosk Mode. This secures the tablet from 3rd party intrusions, allows us to keep tablets up to date with OS and Security Patches, and keep our mobile application updated via over the air updates. It also ensures that when the tablet is turned on our application is launched immediately and is the only application accessible to your drivers. This guarantees that your drivers cannot browse the internet, watch YouTube, or do anything else other than interact with PlowOps. If desired by the County, we can allow additional software to be accessible, such as Cartegraph.

PlowOps Mobile Tablet application

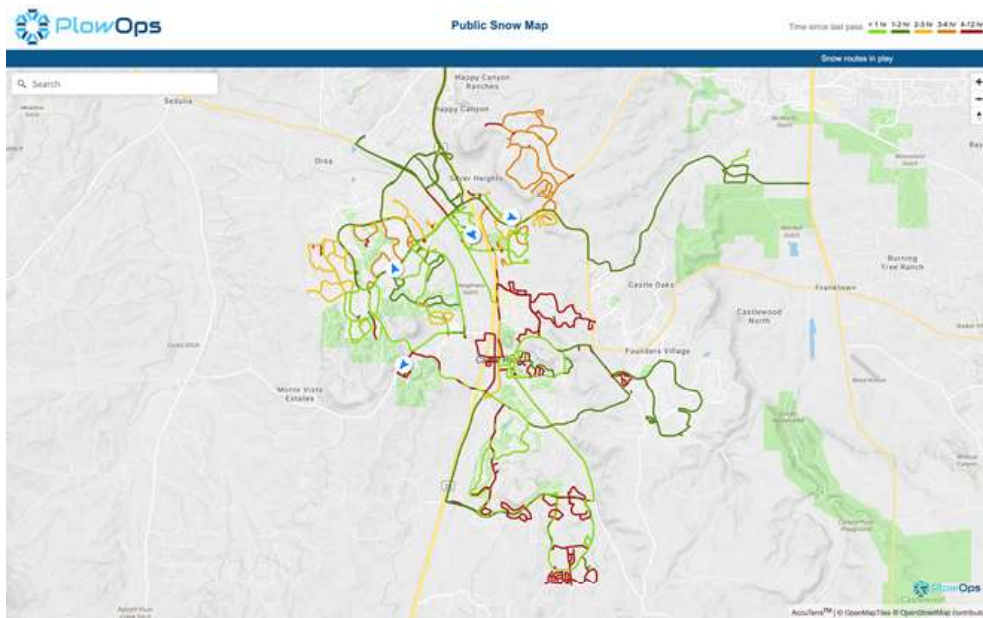
PlowOps Mobile greatly extends the functionality of our system and is critical for empowering your drivers. All advanced features of our system are built upon the mobile device. This allows for things like route assignment and tracking, communications, tracking driver observations and more. PlowOps Mobile is an Android application capable of running on any Android device running Android OS 9.x and above.

Web Portal

The PlowOps is for orchestrating Spokane public works operations. Our intuitive and user-friendly interface makes it easy to learn and simple to manage. The PlowOps web portal contains a suite of features for managers and supervisors to track their operations. The Live Map shows all assets on an easy to use interface, including the ability to see plow and spreader status, live view the road the operator sees via optional dash cameras, receive operator feedback on road hazards and assets needing repair, and send visual and audible messages. PlowOps also includes a host of features enabling users to retrieve historical information about past shifts including address lookup, shift playback, and driver shift statistics insights. This also includes a public web portal feature for Spokane citizens at no additional cost. This provides the City of Spokane the option to display the status of street maintenance on its web site - providing the public valuable, timely information to enhance safety and transparency, while also dramatically reducing the number of calls from the public during weather events.



PlowOps Web Portal showing Route Management Live View.



PlowOps Public Facing Portal for sharing progress with the public.

In-cab tablet mounting solutions

In addition to the devices themselves, we also supply mounting solutions for mounting devices within your vehicles. We use RAM Mounts parts to build a kit for each vehicle that puts the screen in the ideal position for each operator/vehicle. Included with each RAM Mounts kit is an additional set of wiring to provide USB connectivity for the devices, powered off the vehicle's battery power.



Dash cameras

Dash cameras are an excellent optional add-on to our system. With a forward-facing camera supervisors can 'look through the windshield' of any vehicle at any time via Live Stream. You can also configure the camera to take still images at a regularly set cadence, or capture a photo along with a software interaction, like taking a photo anytime a driver reports a Driver Observation.



Installation

We know that it can be daunting to set up a fleet of vehicles with a new system, even one as straight-forward as PlowOps. Our support here runs the gamut, ranging from providing documentation and consultation at no additional cost, to complete installs done by our team. We will also train your staff on how to conduct installs, providing an initial hands-on approach to get you started, but in a far more cost-conscious way that allows your own staff to complete the bulk of the installs themselves.

Training

As needed, PlowOps will conduct up to two (2) online training sessions per organization at no additional cost. What we find to be the most effective for large organizations is to split training into two camps, supervisors and drivers. We will spend 1 hour on each training session. We make sure drivers are familiar with the mobile software and how to use it, and that supervisors are comfortable with the Portal and its features and functionality.

Support

NeoTrek, Inc. has a strong track record of providing industry-leading support and response timelines. Support response time can vary based on the severity of the issue. We want to make sure that if you run into an issue while using our solution during an active storm that we respond

and react as fast as possible to support your operations. The project plan will include the standard PlowOps Support Level Agreement (SLA) as described in the Management section.

Cost containment

As a SaaS product, PlowOps is the most cost effective solution for system implementation and operation. *This solution does not require that the City of Spokane pay for costly, time consuming and risky new software development - this product is available today as a low-cost monthly SaaS subscription. There is no cost risk.* Furthermore, since the monthly fee includes all cellular data charges, you do not need to manage data plans or pay for data overages.

Project Plan Overview

PlowOps, being an off-the-shelf SaaS product, greatly simplifies the project plan. This is due to the fact that PlowOps is an existing product and no new development specific to this project is required. Following are the high level steps in the project plan:

1. **System Setup and Implementation** - Our team will work with City of Spokane supervisors to set up the Plow web portal for your operations. First step is to set up your vehicle route configuration (route configs). Route configs can be tied to vehicle groups much like Observations Groups. For example, you can create route configs for your CDL plow routes, graders and sweeping routes. You can then tie each of these to their respective vehicles so your sweepers, for example, only have access to sweeping routes. If you use the same vehicles to pre-treat or sand and also plow, then you can assign multiple configs to a single vehicle group, so they have access to both.

The next step is to set up the vehicles and operators associated with the vehicles. Vehicles can be grouped into specific types or classes, with their respective equipment. This step is done using the intuitive user interface built into the web portal.

2. **Hardware Installation** - Hardware includes the tablet, tablet mount and wiring kit. For those vehicles with plow sensors, we will connect to the plow sensor data for integration within the PlowOps management web portal. This is planned to be done via wired connections in the vehicle using the PlowOps hardware kit. The advantage to this approach is to provide real-time vehicle sensor data for the PlowOps system. Vehicle location, speed, direction, plow status and spreader status will all be received by the PlowOps web portal for display, management operations and cloud storage for later retrieval.

Installation is done on-site by authorized PlowOps installers or can be done by City of Spokane installers. If the latter approach is selected, the PlowOps Product Representative can perform on-site training by working side-by-side with Spokane techs to install the first several vehicles classes. The City of Spokane can then complete the installation on the remaining vehicles, which results in cost savings.



3. **Testing - Hardware and software are tested to ensure all are functioning to spec.** Hardware is tested on site at time of installation. Much of the system testing can be done by PlowOps remotely.
4. **Training - Two virtual training sessions are included at no additional cost with the PlowOps program.** You may have as many staff attend these sessions as needed. On-site training is also available at an additional cost.
5. **Operational Status - Upon the completion of these steps, and with the concurrence of the City of Spokane, your PlowOps implementation will be switched to operational status.** PlowOps Support will be available to answer any questions and to address any issues that may arise.

A detailed project plan will be delivered to the City of Spokane as the first project deliverable.

Equipment required for each vehicle

For the *PlowOps Standard Solution*, which ties the tablet to whichever vehicle use selected, the equipment required is an 8.7" Android tablet, a ruggedized case, and a universal vehicle mounting kit per vehicle.

For the *PlowOps Complete Solution* this includes both tracking for the operators on the tablet as well as independent 24/7 tracking and digital sensor integration for all vehicles with our AVL+.

Equipment required is an 8.7" Android tablet, a ruggedized case, a universal vehicle mounting kit, our AVL+ Hub and wiring harness.

Both solutions allow for an unlimited increase in tablets, AVL+ devices and monthly subscriptions at any time, as our route intelligence technology typically spreads to other operations and departments such as Spokane's Parks and Rec assignments with our pocket-sized display for trails.

Equipment Specifications

Device	Samsung A7 Lite	PlowOps Hub
Alias	8" Tablet	PlowOps Hub
Network	Verizon*	N/A
OS	Android 14	N/A
Display	8.7 inches	N/A
Memory	Internal 32GB 2GB RAM External MicroSD	N/A
GPS	GPS, GLONASS, BDS, GALILEO	N/A
Battery	Li-Po 5100 mAh, non-removable	N/A
Digital Inputs	N/A	0
Analog Inputs	N/A	4

Operating Voltage	15W wired	7-32 VDC Wired
<i>* Default Option Subject to Change Based on Connectivity **Default Option While Supplies Last, Customer Will Receive a Product of Equal or Greater Functionality</i>		

Equipment warranty and replacement lead times

You can purchase tablet insurance for an additional \$5 per month per device. This coverage allows for repair or replacement of your tablet in the event of hardware malfunction or damage. To utilize this service, simply return the damaged tablet for repair or replacement. Another option is to purchase an additional set of replacement devices to address any damages that may happen, in lieu of the tablet insurance. Additionally, all plow sensors come with a comprehensive 5-year warranty that covers both damage and malfunctions.

Replacements are typically delivered within 5 business days after PlowOps receives the damaged product.

Equipment capability requirements for regarding vehicles

PlowOps tablets and associated hardware is easily installed in nearly all public works vehicles, including graders, sweepers, parks vehicles, etc. Hand-held 6" displays can be used if there is limited room for a tablet mount in the cab. Connection to a 12v source for charging the device is the main requirement.

Route Tracking and Metrics Specifics for Snow Plowing Operations

PlowOps provides the most powerful and comprehensive route management tools for snow and other public works operations. Refer to the PlowOps Solution Section and www.plowops.com for more information.

The web portal also provides a rich set of analytics. Using this system, you can answer questions such as:

- When was the last time a plow serviced a particular street?
- Where have materials been spread and what quantities?
- How many times has a plow serviced a particular area?
- What observations have operators made and what are they?

There are many more post-storm and post-season analytics available to help inform and optimize your operations. Note that many of these analytics are helpful for other applications such as street sweeping, street maintenance, etc.



Adding Additional Vehicles

Subscribers frequently add additional vehicles for inclusion in the PlowOps system. This can be done at any time and is very easy to do. There are no fees for integration other than the hardware and subscription for the vehicle to be added. A City of Spokane public works manager can use the PlowOps web portal to add new vehicles, drivers, routes and other information for your operations. The PlowOps team stands by to answer any questions and help you with any of these steps.

City of Spokane Involvement

1. Our team will work closely with you to ensure a successful implementation and operation. This will require your support:
2. Designated City of Spokane project manager to work with our team, provide technical information as required and to coordinate on-site communications and support.
3. Hardware installation - a designated point of contact for managing the vehicle installations and testing.
4. Coordination on Testing and Spokane staff Training.
5. Operational coordination with the PlowOps Support team.

Record Keeping

All data regarding routes, vehicles, operators, activity statistics, analytics, dash cam images, etc. are stored securely in the PlowOps cloud and accessible via the PlowOps web portal. This data is owned by the City of Spokane for official public works use per the PlowOps Terms and Conditions. The cost of this storage and access is included in the subscription fee. The City of Spokane may set up unlimited accounts for public works managers to access this data. Access is secured through user authentication protocols. At the end of the contract, our PlowOps team can arrange a download of this data to the City of Spokane.

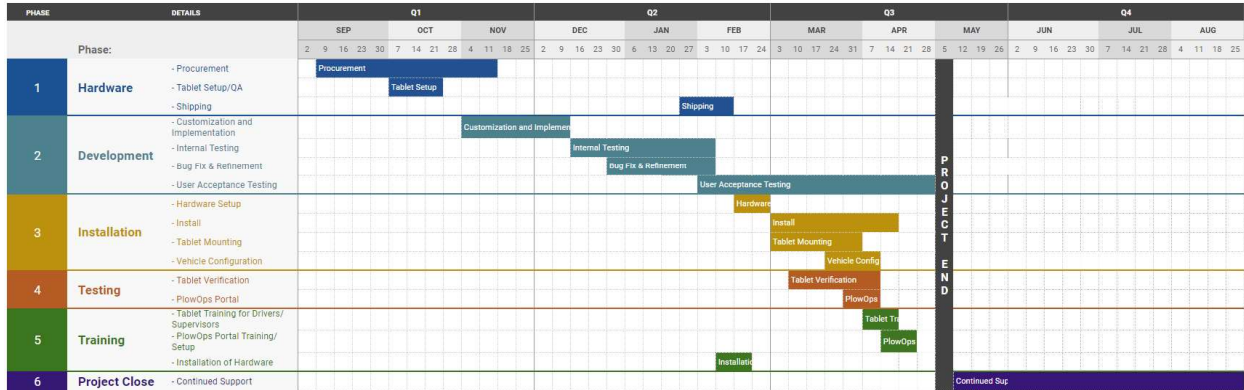
Typical Project Schedule

Following is a typical project schedule. PlowOps has a standardized process for system installation, set-up, configuration and testing. Once tested, the system becomes operational for the City of Spokane. An updated schedule will be provided following the contract award.



Spokane,WA Timeline

PROJECT TITLE _____ COMPANY NAME PlowOps
 PROJECT MANAGER _____ DATE 5/15/24



Management Proposal

NeoTreks, Inc. and the PlowOps Team

NeoTreks, Inc. was founded in 2010 to provide top tier enterprise software development services and products to enterprise and government customers. NeoTreks is a leader in mobile GPS applications. Our team won an *Apple Design Award* for our AccuTerra outdoor recreation iOS application. NeoTreks has also been featured for our mobile apps on the Apple App Store and also on Google Play. Our team has developed new technology for snow removal operations since 2013 when we started work with WyDOT. This work led to our investment in our own innovative product, PlowOps™. Based in Castle Rock, Colorado, we also have two offices in the Czech Republic and a sales office in Minneapolis, MN. Our team of world-class software developers deliver reliable products and provide rapid support to our clients. NeoTreks is registered as a commercial small business on SAM.gov and its UEI is JJ2WJ5MZ1QS6. As a C-Corp, NeoTreks has never filed for bankruptcy as a corporation.

NeoTreks provides world-class development resources for our partners and have completed many dozens of projects. Our clients include WyDOT, IDOT, the American Battlefield Trust, the National Park Service and the Ford Motor Company. Our most recent marquee project is the Bronco Trail App, which is for Ford's new Bronco.

Our flagship product PlowOps is disrupting the traditional AVL market within public works. We utilize our own AccuTerra Maps and SDKs to build a cutting edge AVL solution that extends far beyond the simple location tracking provided by other solutions.

The PlowOps team supporting the City of Spokane is composed of some of the most experienced and senior members in the company, and are cross-trained on the hardware and software technology and on most project functions. This provides flexibility for substitutions on tasks in the event of illness or vacations.

Role	Project Manager	Technical Lead	Account Manager	Installation Lead	Training Lead
Staff	Tom Johnson tom@plowops.com	Austin Mulder austin@plowops.com	Don Chrestensen	Colton Jones	Don Chrestensen & Colton Jones

Austin Mulder - Vice President of SaaS Products (Co-Founder)

Austin has over 25 years experience with GIS and geospatial development, and over 20 years in software development and software development management. Austin has worked in local and federal government positions as well as the commercial sector. Austin is one of the co-founders of NeoTreks and responsible for leading product development through collaborative and agile processes, including PlowOps, and has successfully brought over two dozen mobile applications to market for our customers. Austin will serve as the Technical Lead role as described in the RFP.

Tom Johnson - Sr. Product Manager, PMP Certified PM, Test Analyst (available 20 hrs/week during install/testing period)

Tom is the PlowOps Product Manager. Tom is a Team Builder, PMP Certified Project Manager, Degreed Meteorologist, and Test Analyst. Tom thrives on bringing software solutions to complex organizational problems. Experienced in all phases of IT and software development, he is able to orchestrate efficient and effective solutions for a multitude of public organizations, including Wyoming Dept. of Transportation, Illinois Dept. of Transportation, Town of Castle Rock, CO, and many other agencies. Tom also has been a key player in the implementation of many PlowOps product line features including Cartegraph/OpenGov Asset Management Integration, Digital Spreader Integrations with Force America and Cirus Control Systems, and many others. Tom will serve as the Project Manager and Business Analyst for this project as described in the RFP.

Colton Jones - Operations Specialist (available full-time during install/testing period)

Colton is a Marine Corps veteran with an extensive background in fleet management and maintenance spanning over a decade. Colton is highly experienced with PlowOps installations, testing and support and has traveled to numerous locations throughout the US to support PlowOps customers throughout the product life cycle.

Colton will serve as the Installation Lead and Hardware Installation Training Lead (if required) for this project as described in the RFP. He will also be the Hardware Technical Lead for the project.



Don Chrestensen - Spokane Account Manager

Don has over 11 years in municipal public works operations, as a driver and supervisor and his last 4 years as Superintendent for Castle Rock, CO. PlowOps technology had so much impact on his operations that he asked to be part of our team.

Don will serve as Account Manager to ensure Spokane has positive experiences when onboarding and training occurs. Don is the primary Training Lead when it applies to the PlowOps Dashboard and Mobile application.

Steve McCarley - US Sales Director (available as needed throughout project)

Steve has over four decades of public sector telematics expertise including vehicle/driver SaaS solutions and remote gps reporting technologies. Steve will orchestrate the progress, benchmarks and partnership success.

Car Toys, Spokane, WA - PlowOps System Installer

Car Toys is highly experienced in electronic installations for all types of vehicles. Qualified installers will perform the installations on-site at City of Spokane facilities as trained and directed by PlowOps staff. Being local to the community, they are available to address any hardware issues that may arise. CarToys has been in business for 37 years and stands behind their promise of lifetime warranty on all labor.

Tim Edwards (Oversees City of Spokane & PlowOps Project)
Car Toys District Manager
tedwards@cartoys.com

John Cage
Install Manager (Will be on-site for installations)

PlowOps Support Level Agreement (SLA)

Support

NeoTreks, Inc. has a strong track record of providing industry-leading support and response timelines. Support response time can vary based on the severity of the issue. We want to make sure that if you run into an issue while using our solution during an active storm that we respond and react as fast as possible to support your operations. The project plan will include the standard PlowOps Support Level Agreement (SLA). This includes four severity levels and the response timeframes.

Definition of Support Severity Levels



LEVEL	DEFINITION
Severity 1	Reporting Personal is not able to use the system to track all vehicles – for example: <ul style="list-style-type: none"> · Server outage · Network outage · Mobile application is not working for all drivers
Severity 2	A bug or issue occurs that causes an isolated outage for which there is no workaround, but other parts of the operations can still function normally. For example: <ul style="list-style-type: none"> · Mobile application is not working for a limited number (not all) drivers · Public facing website is not functional
Severity 3	A bug or issue has been identified that needs to be addressed but is not currently interfering with the operation and the vehicles are still being tracked. Cosmetic changes would fall in this category.
Severity 4	Requests for enhancements, new functionality and so forth would need to be evaluated and prioritized by the reporting party in order to then incorporate them into the projects and work items assigned to NeoTorks.

The process for reporting bugs, issues, change requests, and so forth will be as follows:

1. At all times, support issues will be reported in the same way, via the NeoTorks Support Ticketing system. Special rules will be put in place to alert the appropriate personnel of Severity 1 or 2 issues so that they are given appropriate attention.
2. Response Time:
 - a. During an active storm:
 - i. 1 hour after notification during US Business hours: Mon-Fri 7:00 AM – 4:00 PM Mountain time.
 - ii. 2 hours after notification during non-US Business hours, including weekends and holidays.
 - iii. NeoTorks support personnel will strive for reduced response times during an active storm on a best effort basis. Responses during storm events taking place during US business hours will be less than 1 hour in most cases.
 - b. Outside of an active storm:
 - i. 4 hours after notification during US Business hours: Mon-Fri 7:00 AM – 4:00 PM Mountain time.

“Response Time” refers to the time between issue identification (by internal or external means) and adding it to the “reporting party known issues list” managed by NeoTorks. For clarification, it does not mean that NeoTorks will be able to fix the issue within the given “response time.”

Once reported, NeoTorks support personnel will contact the reporting party within the response time listed above. They will confirm receipt of the report, the severity rating of the item being

reported, and whenever possible they will provide an estimated time for reaching resolution. If unable to provide an estimated time frame for resolution, they will provide an estimated time frame for completing the investigation and analysis of the item being reported.

Work will be prioritized and performed based upon Severity Level. Work on a lower rated item may be put on hold, if necessary, to address an issue with a higher rating. NeoTreks will notify the reporting party when the fix is complete, or if additional time is needed to work on the issue (including a new estimated time to resolve). All support requests shall be submitted to support@plowops.com.

Contract Termination Information

No contracts with PlowOps have been terminated for default since the founding of NeoTreks. All customers since our inception continue to extend their service contracts by three to five years on average.

List of Contracts

As part of our state DOT program, PlowOps currently provides AVL solutions for the Wyoming Department of Transportation (WyDOT). The state of Wyoming has been using PlowOps to track vehicle locations, report road and weather conditions, and operate at higher level efficiency and with greater situational awareness. Rather than attempting to communicate with managers over a congested radio channel, the plow operator makes conditions/hazards/asset reports simply and safely with the press of a button. Many of these tools and technologies are what we propose to bring to the City of Spokane. PlowOps has successfully improved WyDOT's large snow removal operations and the project team was led by Austin Mulder and Tom Johnson, plus the SW development team. This is the same team proposed for the City of Spokane.

The Town of Windsor, Colorado has also partnered with PlowOps to integrate the PlowOps solution across their fleet. This includes CDL plows, pick-ups, construction equipment, and sweepers that service the entire city. Not only is PlowOps installed and utilized as their core AVL solution, but it has also been integrated with their asset management software which has been recognized with multiple innovation awards in 2023 from the APWA.

This marriage of applications increases efficiency and ensures all shifts are captured accurately and completely within their asset management software and minimizes the need for drivers or supervisors to manually input data once a shift has ended. PlowOps currently supports comprehensive task creation that can provide the following:

- Drivers, Vehicles, Equipment, and Material synchronization between platforms
- Pre/Post Inspection Report Submission
- Sector Area Management for Sweeping and Mowing



NeoTreks is an ESRI Silver Tier Partner and can work with ESRI API's as needed. If additional API support is required, we look forward to discussing these requirements with Spokane.

The Town of Castle Rock was instrumental in the development of the PlowOps solution and among our first customers. Their initial requirements set the foundation of PlowOps, now empowering public works departments across the USA..

The Town of Castle Rock PlowOps implementation has been expanded over the years from the Streets department to the town's Parks Department. PlowOps is utilized in summer and winter operations including mowing, sweeping, heavy equipment related projects, and snow removal operations. The Street's department is utilizing PlowOps tablets in their fleet of CDLs, 4x4s, Heavy Equipment, Sweepers, and Supervisor Trucks. The Parks department is utilizing PlowOps tablets and LMUs in their fleet of Trucks, Side by Sides, Light Equipment and Mowers. PlowOps and the Town of Castle Rock are key partners and work hand in hand with beta testing PlowOps software and hardware giving the PlowOps team the ability to troubleshoot preliminary issues onsite prior to production roll-out.

Contract renewals are a key indicator of the success of a SaaS product. The following are among our most recent contract renewals:

Subscriber	Renewal
WyDOT	3 Year Contract Renewal in 2022; scope & budget increase (# vehicles) in 2024.
Greenwood Village, CO	5 Year Contract Renewal 2024
Castle Rock, CO	5 Year Contract Renewal 2023
Summit County, CO	3 Year Contract Renewal 2023
Illinois DOT (Motorola Solutions is Prime)	12 Year Contract Renewal 2023

PlowOps References

PlowOps originated from multiple professional services engagements with state DOT's, building custom tracking and efficiency solutions to fulfill state requirements. Through these efforts it became very apparent that there was a great need to bring technological innovation to the snow removal industry within state and local public works service. We spent the next few years understanding the municipal public works needs, and how we could use our technology to improve operations. The result of the effort is an off the shelf SaaS solution called PlowOps now empowering municipalities, counties and DOT's coast to coast.

Cost Proposal

PlowOps is a software as a service (SaaS) product aimed at serving the needs of all public works departments to manage their operations regardless of size or location. The PlowOps ecosystem is built around a sophisticated application capable of running on any modern web browser, and in-cab software that runs on PlowOps hardware display devices inside your vehicles.

Our Standard System is simple to install and brings the power of the PlowOps software to both the driver and the supervisor alike. This is what we have quoted in this proposal. The Standard setup includes either an Android tablet or smartphone with rugged enclosure and our universal vehicle install kit. We provide three different screen sizes to choose from: 6-inch smartphone which is great for smaller equipment, 8-inch tablet which is our standard and most popular screen size, and an 11-inch tablet for users who want a larger screen, perfect for superintendents to orchestrate operations from the field (increase of \$50 per unit). For this proposal we have provided pricing on the 8-inch screen. Additional pricing for our other options can be provided upon request.

Each in-vehicle system comes with a recurring subscription license. We do not charge for or limit dashboard users, you can have as many supervisors or dispatcher accounts as you need.

The Standard System is designed to be as simple to install as it is to use. Because there is no sensor integration or other telematics being read from the vehicle, installation is as simple as plugging in a cigarette lighter adapter and running a USB cable, which are included in our universal vehicle install kit. The last step is to mount the tablet cradle in its desired location in the vehicle. This can be done with either our 3M sticky base or using the self-tapping screws, both of which are provided in our kits. Because this install procedure is so simple, you may elect to install these in-house. We provide installation documentation to assist in this process. We are also working with a local Spokane installer to provide you with an external resource should you not be able to install them using city resources. Lastly, we also offer on-site installation training where we would travel to your location, conduct several installations along with your mechanics to train them on the procedure and they would do the remaining vehicles. Pricing for these three options are listed below. In the event a vehicle does not have a cigarette lighter we can provide a direct wire 12vDC to USB converter to provide power to the tablet.

Standard systems can be upgraded at any time to bring more sophistication to the system as the city of Spokane's needs change and grow over time. Because PlowOps hardware was designed to be modular, upgrading or extending your system can be done at any time. We offer the ability to add hardware to your vehicles, which in-turn enables more software features to be used and more rich analytics and reporting capabilities. A list of modular add-ons has also been provided for informational purposes.

The following pricing sheet is broken down into three categories: Upfront hardware costs, recurring subscription costs, and optional installation services. *Sales tax is not included.* Total Program Cost lists all up-front hardware, subscriptions and installation costs in one chart.



Hardware Pricing

Hardware package	Unit Price	Quantity	Sub-total
PlowOps Standard System	\$349.00	50	\$17,450.00

Subscription Pricing

Subscription	Unit Price	Quantity	Per Month
PlowOps Subscription (Monthly)	\$49.00	50	\$2,450.00

Installation Pricing

Install Service	Unit Price	Quantity	Total
Self install	\$0.00	50	\$0.00
On-site training	\$2,500.00	1	\$2,500.00
Full-service install	\$350.00	50	\$17,500.00

Total Program Cost

Install Option	1-Year	5-Year
Self install	\$46,850.00	\$164,450.00
On-site training	\$49,350.00	\$166,950.00
Full-service install	\$64,350.00	\$181,950.00

Options for extending PlowOps Basic system

Add-On	Purpose
Plow Sensor	Automatic plow up/down detection
Analog spreader integration	Automatic spread location detection with estimates of material used
Digital spreader integration	Automatic spread location detection with actual material used
Dash camera	Video recording to SD card and on-demand live streaming for supervisors
Tablet charging solutions	Multi-device charging stations for keeping tablets charged (if not permanently installed in vehicles)
Asset management integration	Connect your PlowOps account to your asset management system such as Cartegraph to report detailed information about your operations

Automatic plow and spreader detection hardware can be added for an additional \$500.00 per vehicle, including install. Dash cameras can be added for an additional \$150.00 per vehicle, including install. There are no recurring subscription fees for these enhancements.



Cost Proposal Questions and Answers

1.1) Estimated number of vehicles needing to be equipped 50+ Vehicles

We have based our 1-year and 5-year costs on 50 vehicles. We have also provided a per vehicle price so you can easily calculate additional vehicles if desired.

1.2) How is Equipment installed in a Vehicle?

We have provided three options for installation, as outlined above. The beauty of our Standard system is it is very easy to install. All that is needed are the provided tablet cradle and the USB cable.

1.3) Equipment Cost To Be Incurred per Vehicle

See Hardware Pricing section above.

1.4) Does Equipment Need to be hardwired; if so, address installation cost per vehicle installation?

See Installation Options above.

1.5) Equipment Cost To Be Incurred per Vehicle

See Hardware Pricing section above.

1.6) Can additional Equipment be obtained for additional Vehicles?

Yes, we have provided a per vehicle price for hardware as well as subscription costs so you can easily calculate the cost for additional vehicles.

1.7) Can equipment be transferred to replacement vehicles, over course of contract period; if so, address cost impact?

Yes, our tablets can be moved from vehicle to vehicle. Each additional vehicle would simply need to have its own universal installation kit so the tablet has somewhere to mount in the vehicle and receive power. Additional universal vehicle install kits can be purchased for \$99.00 each.

2.1) Billing Period Monthly, Year, Tier Pricing Options

PlowOps payments are based on a monthly subscription for each vehicle. Invoices can be sent monthly, and be placed on auto-pay. We can also invoice annually if preferred. We offer several tier discounts based on both contract term and device quantity, which have already been applied to the quote.

2.2) Is it based on per vehicle, or firm-fixed price per period regardless of number of vehicles?


Pricing is based per vehicle. We do not charge for supervisor/admin/dispatch users.

2.3) Does Number vehicles impact Subscription Service Cost?

Yes, each vehicle has its own subscription.

2.4) Should vehicles be removed from Hosted Subscription Service; if so, does this impact cost?

Yes. If for some reason a vehicle is taken out of service and you would like to reduce your subscription count then you may do so by providing 60 day prior notice. Devices may be temporarily taken out of service once a year for up to 6 months. Out of service devices still incur a recurring charge of 50% the standard rate. While we do offer this option,



almost none of our customers utilize this service as most use the system year-round. PlowOps can be used during the summer months for example for pothole repair, sweeping, leaf collection, mowing and other operations. You can also use our wealth of data and analytics during the off-season to improve your operations for the following snow season.

2.5) Can equipment be transferred to replacement vehicles, over the course of contract period; if so, address cost impact?

Yes, there is no additional cost to move equipment to another vehicle, and the associated license would transfer to the new vehicle as well. This is all very easy to do with our hardware.

2.6) Is Access to Telematics Data Hosted Subscription Service limited to a certain number of users?

No, there are no restrictions on user counts.

2.7) If so, state quantity of users included in Subscription Service Cost Price increases must be submitted to the City within the Anniversary month for approval. The City may require backup documentation for such price increase.

N/A.

Cost Free Demo

We will provide an on-line demo of PlowOps to demonstrate the power and efficiency of our tablet, command center and public portal, along with the critical functionality and data analytics it brings.

In addition, the PlowOps team will configure up to three Demo Kits to ship for a 30 day trial. This requires the City of Spokane GIS team to email a few route files to be loaded into the system. Each demo kit can be used in any test vehicle as selected by the City of Spokane. Each demo kit includes:

- PlowOps tablet
- Suction cup mount for tablet
- Wires to supply tablet power
- Operator and supervisor virtual walk-through

These demos are offered to the City of Spokane at no cost or obligation.

PlowOps™ Terms of Service

This is an agreement (the "Terms of Service" or "Agreement") between NeoTreks Corporation ("NeoTreks" or the "Company") and the PlowOps Subscriber ("You"), which, together with NeoTreks's Privacy Policy, governs Your use of the PlowOps.com web site (the "Site") and PlowOps mobile applications (collectively "PlowOps"). You and PlowOps may be collectively referred to herein as the "Parties." By signing the Agreement, You acknowledge that You have read and understood, and You agree to be bound by both these Terms of Service, and NeoTreks's Privacy Policy ("Privacy Policy"), the terms of which can be viewed in their entirety by clicking on the link provided above. If You do not agree to be bound by these Terms of Service and Privacy Policy, You may not use either the Site or PlowOps. If You are entering into these Terms of Service on behalf of a company, government organization or other legal entity, You represent and warrant that You have the authority to bind such entity to these Terms of Service. As used in this Agreement, "You" or "Your" includes both yourself, and any person(s) or entity(ies) identified as the "Account Holder" in the Plan.

1. Description of Provided Services

NeoTreks currently provides You with the online PlowOps snowplow tracking application (the "Services"). Unless explicitly stated otherwise, any new features that augment or enhance, or modifications to the current PlowOps, or any service or hosted application offered or operated by NeoTreks, shall be subject to these Terms of Service.

2. Your Obligations

You are responsible for all activity occurring under Your account(s), username(s), password(s), or URLs provided or assigned to You, or provided by You to anyone else, which You shall maintain as confidential and not disclose except to permit the use of the Site or PlowOps in accordance with this Agreement. You are required to provide your organization's full legal name, a valid email address, and any other information reasonably requested by NeoTreks. You shall abide by all applicable local, state, national and foreign laws and regulations in connection with Your use of the Site and PlowOps, and You shall not use the Site or PlowOps thereon to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send, store or post infringing, obscene, indecent, vulgar, pornographic, profane, threatening, libelous, defamatory, abusive or otherwise unlawful or tortuous material, including any material harmful to children or violative of third party privacy or publicity right; (iii) upload, post, reproduce, transmit or distribute any information, software or other material that violates or infringes the rights of others, including material that is protected by copyright, trademark or other intellectual property or proprietary right, as well as the rights of publicity and privacy, without first obtaining the permission of the owner of such rights or (iv) send, post or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, components or programs; and You shall not (v) interfere with or disrupt the integrity or performance of the Site, PlowOps or data contained therein; or (vi) attempt to gain unauthorized access to the Site or PlowOps or assist others in gaining such unauthorized access.

You shall:

- a. notify NeoTreks immediately of any unauthorized use, theft or loss of any password or account or the Site or PlowOps or any other known or suspected breach of security;
- b. report to NeoTreks immediately and use reasonable efforts to stop immediately any copying or distribution of the Site or PlowOps that is known or suspected by You or Your Company; and
- c. not provide false identity information to gain access to, or use, the Site or PlowOps.

3. License Grant and Restrictions

- a. Grant. NeoTreks hereby grants You a non-exclusive, non-transferable, and terminable right and license to use PlowOps and the Site, solely for Your own internal business or government purposes, subject to these Terms of Service and the Privacy Policy. All rights

- not expressly granted to You are reserved by NeoTrekks. This license automatically terminates on the termination of this Agreement.
- b. Scope. The license granted to You is limited to the number of Authorized Users You have agreed to and are paying NeoTrekks for as set forth in Your Service Agreement, and who agree to be bound by the terms of this Agreement. For purposes of clarification, "You" shall include any and all Authorized Users of the Services.
- (i) *Audit.* You shall maintain complete and accurate records relating to the use of the Services. During the Term of Your Service Agreement and for one year thereafter, NeoTrekks will have the right, at its own election, to (A) appoint an independent third-party to audit Your books and records to verify compliance with the terms of this Agreement, or (B) conduct its own audit of Your books and records to verify compliance with the terms of this Agreement. The Parties shall reasonably cooperate with each other to schedule and conduct audits permitted under this Section.
- (ii) *Back charges.* In the event it is discovered that You have exceeded the scope of the license granted to You, then You shall be responsible for all additional users within seven (7) days of discovery of the exceeded scope. The cost for the additional and unauthorized users shall be the price set forth in Your Service Agreement plus 25% and shall be retroactively applied to the first date of unauthorized use for each such user. If the back charges (not including the 25% surcharge) exceeds ten percent (10%) of the fees due to NeoTrekks during the relevant period, You shall further reimburse NeoTrekks its reasonable costs associated with its audit.
- c. Restrictions on Use. You shall not, and shall not allow any third party, including but not limited to, any Authorized Users, to license, sublicense, sell, resell, transfer, assign, distribute, grant a security interest in, or otherwise transfer any right in or to the Site or PlowOps, or any part thereof.
- d. No Reverse Engineering. NeoTrekks reserves all rights not specifically granted in this Agreement. Except as expressly permitted in this Agreement, You will not, and will not encourage or permit any third party to: (i) appoint or authorize any distributor for the Services; (ii) translate, port or create derivative works of or from the Services, or any portions of the foregoing; (iii) merge the Services, or any portions thereof with other data or software; (iv) remove, alter, or obscure any proprietary notices of NeoTrekks or its licensors and suppliers from the Services, or any portions thereof; (v) reverse engineer, decompile or disassemble the Services; or (vi) otherwise use, reproduce, display, copy or modify the Services or any portions thereof in any manner not explicitly permitted in this Agreement.

4. NeoTrekks's Intellectual Property Ownership and Proprietary Rights

NeoTrekks owns all right, title and interest in and to the Site and PlowOps, and any part thereof, including all intellectual property rights therein, such as rights for unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, moral rights, trade secret rights, and all other intellectual property rights and forms of protection of a similar nature anywhere in the world. You acknowledge and agree that the Site and PlowOps contain proprietary and confidential information, and valuable trade secrets of NeoTrekks, that are protected by applicable intellectual property and other laws. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Site or PlowOps, or to any intellectual property rights therein.

5. Trademarks

"NeoTrekks," "PlowOps," and other NeoTrekks trademarks, service marks, logos and product and service names found on the Site or used in, and in connection with, PlowOps, are marks of, and owned by NeoTrekks ("NeoTrekks's Marks"). You agree not to display or use NeoTrekks's marks in any manner without NeoTrekks's express prior written permission.

6. Subscriber Data

NeoTreks does not own any data, maps, information or material that You submit to PlowOps in the course of Your use of PlowOps ("Subscriber Data"). You, not NeoTreks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data, and NeoTreks shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data. In the event You terminate this Agreement, and/or cancel PlowOps, online, and are not then in breach of this Agreement, NeoTreks will afford You an opportunity prior to the effective date of such termination or cancellation, to download any Subscriber Data then posted on the Site. Upon the effective date of such termination or cancellation by You, Your right to access or use Subscriber Data immediately ceases and NeoTreks thereafter may delete, erase, and/or destroy all copies of such Subscriber Data from its Site or PlowOps or anywhere else. NeoTreks reserves the right to withhold, erase, delete, destroy and/or discard Subscriber Data without notice, for any breach of these Terms of Service, including without limitation Your non-payment or upon its termination for cause. Upon termination for cause, Your right to access or use Subscriber Data immediately ceases, and NeoTreks shall have no obligation to store, maintain or forward any Subscriber Data. In the event this Agreement is terminated by NeoTreks other than for Your breach thereof, NeoTreks will make any Subscriber Data then posted on the Site or PlowOps available for a period ending thirty days from the date of such termination for Your download, and thereafter may delete, erase and/or destroy all copies of such Subscriber Data from its Site and PlowOps, or anywhere else.

For the purpose of this paragraph, the date of such termination will be the earlier of the date on which this Agreement is terminated, or the date of termination specified in any notice provided to You by NeoTreks. NeoTreks may use and access Subscriber Data to help resolve or diagnose technical problems or support issues, administer or manage the Site and PlowOps, find improvements or better the Site or PlowOps, train employees, provide a higher level of Subscriber support, ensure or check compliance with these Terms of Service and applicable law, to support the exchange of information for public safety, or pursuant to or as required by law or at the request of the government or law enforcement, or pursuant to Your direction. NeoTreks may provide access to, or send or transmit copies of the Subscriber Data to, third parties pursuant to Your request, or at Your direction, or at the request of law enforcement.

7. Anonymous Use of Subscriber Data

- a. Collection of Data. NeoTreks may collect and use Subscriber Data to improve our Services, develop new features, and ensure the best user experience. This data may include, but is not limited to, usage statistics, user interactions, user tracks, routes, events and reports, and other metrics.
- b. Anonymization of Data. All data collected for analytics and tool development purposes will be anonymized. This means that any personally identifiable information (PII) will be removed or altered to ensure that the data cannot be linked back to any individual subscriber or user.
- c. Use of Anonymized Data. NeoTreks may use anonymized data for the following purposes:
 - i. Analyzing and improving the performance and quality of our Services.
 - ii. Developing new tools and features.
 - iii. Conducting research and generating statistical reports.
 - iv. Sharing insights with You and other subscribers.
- d. Data Security. NeoTreks employs technical and organizational security measures as are reasonable and appropriate for the industry to protect the anonymized data from unauthorized access, use, or disclosure. Despite these measures, no method of transmission over the internet or method of electronic storage is completely secure, and by agreeing to these Terms of Service you acknowledge these general risks of internet transmission and use.

8. Charges and Payment of Fees

You agree to pay all fees NeoTreks charges You for Your use of PlowOps. Only person(s) or entities identified as the "Account Holder" or "Card Holder" in the Plan and/or Billing Info sections of PlowOps, and the individual(s) that completed the online registration for Your account, and/or that is identified as an account's Administrator(s), will be charged or billed for fees for Your use of PlowOps. Commencing on the Effective Date of this Agreement (see Section 1), NeoTreks will charge You for Your use of PlowOps based on the plan ("Plan") You select and at the rate(s) listed in the Service Agreement.

NeoTreks charges and collects in advance of Your use of PlowOps on a monthly cycle. Such fees are due and fully earned on the first day of each month for which they are charged, provided this Agreement has not previously been terminated or cancelled in accordance with its terms. No refunds will be provided, or be due You, should You terminate or cancel this Agreement during a Term, for the fees charged or collected for the remaining portion of said Term.

NeoTreks may modify or increase its Fees charges and Plans, and introduce new charges or Plans or eliminate any Plans at any time. If, after You subscribe to use PlowOps, You elect to use a different PlowOps Plan, the fees You will be charged by NeoTreks for Your use of PlowOps thereafter will be modified in accordance with the rate(s) for the new Plan You have selected. The new rates and fees will be charged and due commencing on the first day of the month following the month in which You make Your modification.

NeoTreks's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies or duties, excluding only United States (federal or state) taxes based solely on NeoTreks's income.

9. Billing

If You are making payment by credit card, in accordance with Paragraph 8 above, NeoTreks will, and You hereby authorize NeoTreks to, automatically bill Your credit card every month for fees due for Your access to PlowOps for the ensuing month. You agree to provide NeoTreks with complete and accurate credit card, billing, contact and Account information. This information includes a valid credit card account number, the security number for said account, the credit card's expiration date, the identity of the credit card account holder, the type of card, and card holder's billing address, Your name, Your company/organization name, street address, email address, name and telephone number of an authorized billing contact and administrator of these Terms of Service. You agree to update this information within thirty (30) days of any change to it. If the contact or credit card information You provide is false or fraudulent, NeoTreks reserves the right to terminate Your access to PlowOps in addition to any other legal remedies. If You believe or have been improperly charged by NeoTreks, for any services or otherwise, You must give NeoTreks notice in writing within sixty (60) days of the date such charges are posted to Your credit card of your objection or claim to be eligible to receive an adjustment or credit, or assert any claim or cause of action with respect thereto, or be forever barred.

10. Non-Payment and Suspension

In addition to any other rights granted to NeoTreks herein, NeoTreks reserves the right to suspend or terminate this Agreement and Your access to PlowOps if Your account becomes delinquent (falls into arrears). Delinquent fees and charges are subject to interest of 1% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all actual expenses of collection, including attorney's fees. You will continue to be charged for use of PlowOps during any period of suspension.

11. Term and Termination

The Effective Date and the Initial Term of this Agreement are as listed in the Service Agreement. Upon the expiration of the Initial Term, this Agreement may be renewed by mutual agreement of NeoTreks

and Subscriber. NeoTreks may terminate this Agreement at any time, with ninety (90) days written notice, for any reason in NeoTreks's sole discretion. You may terminate or cancel this Agreement at any time, with ninety (90) days written notice. You are responsible for the payment of all fees incurred for hardware and services delivered up to the date of termination of this Agreement.

The restrictions and obligations contained in Paragraphs 3, 4, 5, 6, 11, 13, 14, 15, 16, 17, 19 and 21 shall survive the expiration, termination or cancellation of this Agreement, and shall continue to bind You, Your successors, heirs and assigns. NeoTreks, in its sole discretion, may immediately terminate Your password, account or use of PlowOps, or this Agreement, if You breach or otherwise fail to comply with these Terms of Service. Such termination of this Agreement shall be effective immediately upon NeoTreks's transmission of a notice of termination. Any breach of Your payment obligations or unauthorized use of PlowOps will be deemed a material breach of this Agreement. You agree and acknowledge that NeoTreks has no obligation to retain Subscriber Data, and may delete and erase such Subscriber Data, if You have materially breached this Agreement.

12. Modifications to or Discontinuance of PlowOps

NeoTreks reserves the right at any time and from time to time to modify, temporarily or permanently, PlowOps, or to discontinue, temporarily or permanently PlowOps or any part thereof. You agree that NeoTreks shall not be liable to You or any third party for any modification, suspension or discontinuance of PlowOps, other than for the return of any fees charged and collected by NeoTreks for services not rendered.

13. Notice

NeoTreks may give You notice by means of a general notice posted on the Site or PlowOps, electronic mail to Your email address of record in NeoTreks's account information, or by written communication sent by first class mail or prepaid post to Your address on record in NeoTreks's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting, or 12 hours after sending by email. Except as otherwise provided herein, You may give notice to NeoTreks at any time by any of the following: letter sent by confirmed facsimile to NeoTreks, letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to NeoTreks at the following address, addressed to the attention of PlowOps Notice, NeoTreks, 14965 Raton Rd., Colorado Springs, CO 80921 or via email sent to support@neotreks.com. Such notice shall be deemed given when received by NeoTreks.

14. DISCLAIMER OF WARRANTY

YOUR USE OF PLOWOPS AND THE SITE IS AT YOUR OWN SOLE RISK. PLOWOPS AND THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PLOWOPS IS NOT INTENDED FOR VEHICLE NAVIGATION OR TURN-BY-TURN ROUTING. NEOTREKS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NEOTREKS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF PLOWOPS AND THE SITE. NEOTREKS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF PLOWOPS OR THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) PLOWOPS AND THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA OR MAPS WILL BE ACCURATE OR RELIABLE; (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) PLOWOPS AND THE SITE OR THE SERVER(S) THAT MAKE PLOWOPS OR THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF OR FROM PLOWOPS OR THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INJURY OR HARM THAT MAY RESULT THEREFROM,

INCLUDING TO YOUR VEHICLES, COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. PLOWOPS, OR THE SITE MAY BE SUBJECT TO LIMITATION, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEOTREKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR ANY OTHER DAMAGES OF ANY KIND RESULTING FROM SUCH PROBLEMS.

BY SIGNING THE SERVICE AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT TECHNICAL DIFFICULTIES COULD BE ENCOUNTERED IN CONNECTION WITH THE SERVICES. THESE DIFFICULTIES COULD INVOLVE, AMONG OTHERS, FAILURES, DELAYS, MALFUNCTION, SOFTWARE EROSION OR HARDWARE DAMAGE, WHICH DIFFICULTIES COULD BE THE RESULT OF HARDWARE, SOFTWARE OR COMMUNICATION LINK INADEQUACIES OR OTHER CAUSES. SUCH DIFFICULTIES COULD LEAD TO POSSIBLE ECONOMIC AND/OR DATA LOSS. IN NO EVENT WILL NEOTREKS OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE FOR ANY POSSIBLE LOSS, COST OR DAMAGE INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES WHICH MIGHT OCCUR AS A RESULT OF OR ARISING OUT OF USING, ACCESSING, INSTALLING, MAINTAINING, MODIFYING, DEACTIVATING OR ATTEMPTING TO ACCESS THE SERVICES OR OTHERWISE.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL NEOTREKS' AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO NEOTREKS FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY CLAIM FOR YOUR USE OF PLOWOPS. IN NO EVENT SHALL NEOTREKS BE LIABLE TO ANYONE, INCLUDING YOU, FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OR FOR ANY INJURY, HARM OR LOSS OF ANY TYPE OF KIND (INCLUDING VEHICLE ACCIDENT, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, WHETHER CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, PLOWOPS, THE SITE, PRIVACY POLICY, SUBSCRIBER DATA, CONTENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE PLOWOPS OR THE SITE, OR ANY SUBSCRIBER DATA OR CONTENT OBTAINED FROM OR THROUGH OR POSTED ON PLOWOPS, ANY DELETION, ERASURE, LOSS, INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE SUBSCRIBER DATA, OR IN ANY CONTENT ON THE SITE OR PLOWOPS, EVEN IF NEOTREKS HAD BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ANY BREACH OR VIOLATION OF THE PRIVACY POLICY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. Representations and Warranties

You represent and warrant that You have the legal power and authority to enter into this Agreement. You also represent and warrant that You have the right and authority to use any trademark or other word(s) You select for inclusion in the URL assigned to Your account by NeoTrek.

17. Privacy Policy/Disclosure

Use of PlowOps and the Site is governed by the Privacy Policy, the terms of which can be viewed in their entirety by clicking on the link provided above.

18. Modification of Terms

NeoTrek reserves the right to modify these Terms of Service or its policies and practices relating to PlowOps or the Site, at any time, effective upon the posting of an updated version of these Terms of Service or the Site. You are responsible for regularly reviewing this Agreement. NeoTrek will notify

You of any changes to these Terms of Service by making those changes on this Terms of Service, and revising the date in the Last Update paragraph, below. Continued use of PlowOps or the Site after any such changes shall constitute Your consent to all such changes. Except as noted above, the Terms of Service may only be modified or amended in a writing signed by both You and NeoTreks.

19. Indemnification

You agree to indemnify and hold harmless NeoTreks, its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, licensors, and agents, from any and all claims, costs, damages, losses, liabilities, expenses (including attorney's fees and costs) and demands arising out of, or in connection with (i), Your conduct or use, or the conduct or use of anyone using a username or password assigned to You or Your account, of the Site or PlowOps, or (ii) Content or Subscriber Data, including any disclosure of Content or Subscriber Data to third parties, or the posting of any Content or Subscriber Data on the Site or PlowOps, or a claim that use or disclosure of the Subscriber Data or Content infringes the rights (intellectual property, trade secret, or otherwise) of, or has caused harm to a third party, (iii) the inclusion of any trademarks or other word(s) You select for inclusion in the URL assigned to Your account by NeoTreks, or the use or display of such URL; (iv) Your breach or alleged breach of these Terms of Service or the Privacy Policy, or (v) a claim which, if true, would constitute a violation by You of Your representations and warranties.

20. Assignment

This Agreement may not be assigned by You without the prior written approval of NeoTreks but may be assigned without Your consent by NeoTreks to (i) a parent or subsidiary; (ii) an acquirer of all or a portion of NeoTreks's assets; (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

21. General Provisions

- a. Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, agent, or employee of the other party for any purpose.
- b. Publicity: You grant NeoTreks the right to add Your name and company logo to the Site.
- c. Severability: If a court finds any provision of this Agreement invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in that provision, and the other provisions of this Agreement shall remain in full force and effect.
- d. Integration: This Agreement and the Privacy Policy constitute the entire agreement between You and NeoTreks and supersede all prior or contemporaneous proposals, agreements, negotiations, representations and understandings between You and NeoTreks regarding the subject matter contained in this Agreement and Privacy Policy. This Agreement may not be amended except in a writing signed by both You and NeoTreks.
- e. Injunctive Relief. If You breach this Agreement, NeoTreks shall be entitled, in addition to any other legal rights and remedies available to it, to apply for immediate injunctive relief without any requirement to post a bond or other security, and You acknowledge and agree not to contest such application.
- f. Force Majeure. Any failure or delay by NeoTreks in the performance of its obligations under this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, pandemics, endemics, terrorism, riots, civil unrest, rebellions or revolutions in the United State or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third-party failure, lockouts or labor difficulties, or any similar cause beyond the reasonable control of NeoTreks.

- g. Waiver: The failure of NeoTreks to exercise or enforce any right or provision provided in this Agreement or the Privacy Policy shall not constitute a waiver of such right or provision or be a waiver of prior or subsequent rights.
- h. Attorney Fees and Expenses: In a dispute arising out of or in connection with this Agreement, the Site, PlowOps or Privacy Policy, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures, except for disputes arising out of or in connection with Your failure to pay fees due NeoTreks, in which NeoTreks will, if it prevails, be entitled to all actual expenses of collection, including attorney's fees.
- i. Governing Law: This Agreement shall be governed by the laws of the State of Colorado, without regard to the choice or conflicts of law's provisions of any jurisdiction.
- j. Jurisdiction: You and NeoTreks agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in Douglas County, Colorado in any action, claim, or dispute arising out of or in connection with this Agreement, the Privacy Policy, the Site or PlowOps.
- k. Limitation of Action: Unless a shorter time period is specified elsewhere in these Terms of Service, You agree that, with the exception of an action to collect monies owed by You under this Agreement, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to PlowOps, the Site, Terms of Service or Privacy Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- l. Titles: The paragraph titles of this Terms of Service are for convenience only and have no legal or contractual effect.

22. Last Update

These Terms of Service were last updated on August 19, 2024.



< Business Lookup

License Information:

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

Entity name: NEOTREKS, INC.

Business name: PLOWOPS

Entity type: Corporation

UBI #: 605-593-892

Business ID: 001

Location ID: 0001

Location: Active

Location address: 14965 RATON RD
COLORADO SPRINGS CO 80921-2133

Mailing address: 14965 RATON RD
COLORADO SPRINGS CO 80921-2133

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Aug-31-2025	Aug-22-2024

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

Governing people	Title
BULLOCK, MICHAEL EVAN	President

Registered Trade Names

Registered trade names	Status	First issued
PLOWOPS	Active	Aug-16-2024

The Business Lookup information is updated nightly. Search date and time: 9/4/2024 7:20:46 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2024

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 Higginbotham Insurance Agency, Inc. 3630 Sinton Rd., Suite 200 Colorado Springs CO 80907	CONTACT NAME: Charla Sexton PHONE (A/C No. Ext): 719-867-4103 E-MAIL ADDRESS: CSexton@higginbotham.com		FAX (A/C, No): 719-867-4103
	INSURER(S) AFFORDING COVERAGE		
INSURED Neotreks Inc 14965 Raton Road Colorado Springs CO 80921	NEOTINC-01	INSURER A : The Cincinnati Insurance Company	NAIC # 10677
		INSURER B : Pinnacol Assurance	41190
		INSURER C : Philadelphia Indemnity Insurance Company	18058
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 681221660

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EPP0602794	3/12/2023	3/12/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 0
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0602794	3/12/2023	3/12/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
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/A	4154530	3/1/2024	3/1/2025	<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
C	Professional Liability			PHSD1858526	3/15/2024	3/15/2025	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, WA and its officers and employees are listed as additional insureds with respect to General Liability. *30 days notice of cancellation applies, however 10 days notice applies for nonpayment of premium*

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane, WA
 808 W. Spokane Falls Blvd.
 Spokane WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2024

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 Sample Insurance Group, LLC 325 Second Street Suite S Monument CO 80132	CONTACT NAME: Robert F Sample
	PHONE (A/C, No, Ext): 719-559-0706
INSURED Neotreks Inc 202 6th Street Suite 302 Castle Rock, CO. 80104	FAX (A/C, No): (719) 559-0411
	E-MAIL ADDRESS: robertsample@sampleinsurance.net
INSURER(S) AFFORDING COVERAGE	
INSURER A : Auto Owners Insurance	NAIC # 18988
INSURER B :	
INSURER C :	
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
	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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Fa occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	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			5396024300	07/22/2024	07/22/2025	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Mobile Enterprise Solutions Company

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

<RFS>

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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 2024-0805

Cross Ref #**Project #**

2022077

Council Meeting Date: 09/23/2024**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 625-6391

Requisition #

CR 26695

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0370 – LOW BID AWARD – 9TH AND PINE BOOSTER STATION (2022077)

Agenda Wording

Low Bid of General Industries, Inc., (Spokane Valley, WA) for 9th and Pine Booster Station - \$2,890,692.00 plus tax. An administrative reserve of \$289,069.20 plus tax, which is 10% of the contract, will be set aside. (Cliff-Cannon Neigh Council)

Summary (Background)

On September 9, 2024, bids were opened for the above project. The low bid was from General Industries, Inc., in the amount of \$2,890,692.00, which is \$604,913.45 or 17% (below) the Engineer's Estimate of \$3,495,605.45. Four other bids were received as follows: Apollo, Inc. - \$2,954,576.70, DW Excavating, Inc. - \$3,012,728.00, Liberty Concrete - \$3,387,468.50, and Halme Construction - \$3,770,003.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 2,890,692.00

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Expense

\$ 2,890,692.00

4250 42300 94340 56501 15803

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

General Industries -	jrhall@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
pyoung@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

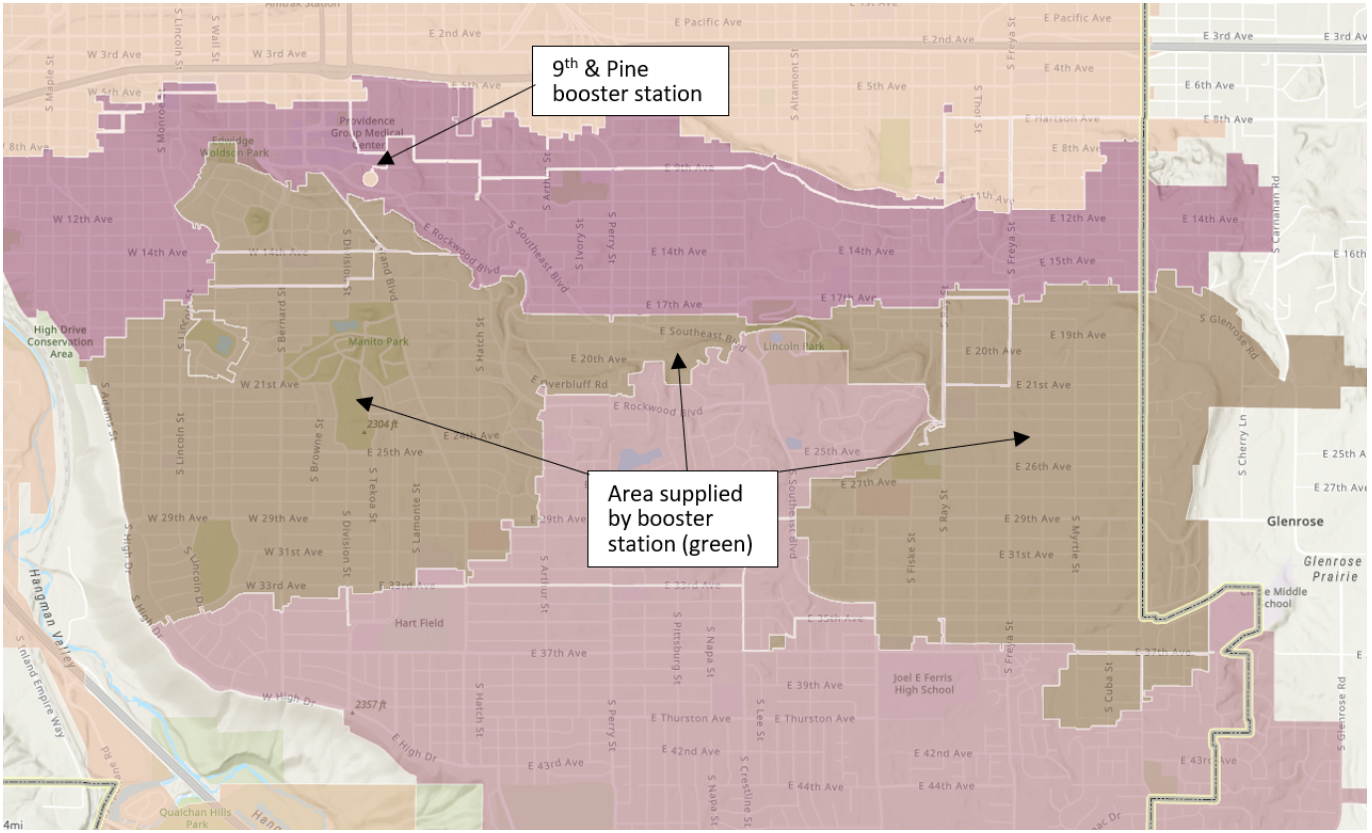
Committee Date	4-15-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	9 th & Pine Booster Station Replacement
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 replaces a 60 year old underground booster station which is at the end of its service life. See first attached exhibit. The proposed replacement booster station will be above ground meeting modern safety and electrical standards. This booster station supplies water to Spokane’s mid-south hill – roughly 17th Ave to 34th Ave. See second attached exhibit. This project is expected to be constructed beginning this fall and finishing late next year, depending on delivery times for very long lead time items like large pumps and large electrical. Except for the tie in of this booster station on 9th Ave., traffic impacts will be minimal since this project is outside the roadway.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$4M</u> Current year cost: \$1M Subsequent year(s) cost: \$3M (2025)	
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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
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.)	
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? 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.







City of Spokane
PUBLIC WORKS CONTRACT
Title: **9TH AND PINE BOOSTER STATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GENERAL INDUSTRIES, INC.**, whose address is 814 South Dishman Road, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced 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 **9TH AND PINE BOOSTER STATION**.
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 No. 2022077 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 \$2,890,692.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall not 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. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. 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.

32. 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.

33. 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.

GENERAL INDUSTRIES, 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
- 24-177

PAYMENT BOND

We, **GENERAL INDUSTRIES, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION EIGHT HUNDRED NINETY THOUSAND SIX HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$2,890,692.00)** 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 **9TH AND PINE BOOSTER STATION**. 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 _____.

GENERAL INDUSTRIES, 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.

PERFORMANCE BOND

We, **GENERAL INDUSTRIES, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION EIGHT HUNDRED NINETY THOUSAND SIX HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$2,890,692.00)** 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 **9TH AND PINE BOOSTER STATION**. 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 _____

GENERAL INDUSTRIES, 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 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 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)

SCHEDULE A-1

Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATE D QUANTITIES	UNIT PRICE	TOTAL
1	RECORD DRAWINGS	1.00 LS	\$ 10,000.00	\$ 10,000.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 35,150.00	\$ 35,150.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 1,500.00	\$ 1,500.00
5	POTHOLING	7.00 EA	\$ 893.00	\$ 6,251.00
6	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 5,000.00	\$ 5,000.00
7	MOBILIZATION	1.00 LS	\$ 202,533.00	\$ 202,533.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 5,250.00	\$ 5,250.00
9	WORK ZONE SAFETY CONTINGENCY	2,000.00 FA	\$ 1.00	\$ 2,000.00
10	TYPE III BARRICADE	5.00 EA	\$ 156.20	\$ 781.00
11	CLEARING AND GRUBBING	1.00 LS	\$ 28,875.00	\$ 28,875.00
12	TREE ROOT TREATMENT	2.00 EA	\$ 656.50	\$ 1,313.00

13	TREE PROTECTION ZONE	3.00 EA	\$	304.00	\$	912.00
14	REMOVE TREE, CLASS I	4.00 EA	\$	1,155.00	\$	4,620.00
15	REMOVE TREE, CLASS II	2.00 EA	\$	1,540.00	\$	3,080.00
16	REMOVE TREE, CLASS III	2.00 EA	\$	4,620.00	\$	9,240.00
17	TREE PRUNING	3.00 EA	\$	304.00	\$	912.00
18	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	51,221.00	\$	51,221.00
19	REMOVE EXISTING CURB	81.00 LF	\$	28.00	\$	2,268.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	46.00 SY	\$	52.50	\$	2,415.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2.00 EA	\$	1,260.00	\$	2,520.00
22	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	1,200.00 LF	\$	18.90	\$	22,680.00
23	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	270.00 LF	\$	25.20	\$	6,804.00
24	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	134.00 LF	\$	38.00	\$	5,092.00
25	SAWCUTTING CURB	6.00 EA	\$	157.50	\$	945.00
26	SAWCUTTING RIGID PAVEMENT	128.00 LFI	\$	5.25	\$	672.00
27	SAWCUTTING FLEXIBLE PAVEMENT	384.00 LFI	\$	6.50	\$	2,496.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	28.70	\$	287.00

29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	57.30	\$	573.00
30	PREPARATION OF UNTREATED ROADWAY	383.00 SY	\$	11.00	\$	4,213.00
31	MONITORING WELL PROTECTION	1.00 EA	\$	578.00	\$	578.00
32	EXCAVATION GRADING AND SHAPING	1.00 LS	\$	44,100.00	\$	44,100.00
33	DEWATERING	1.00 LS	\$	4,725.00	\$	4,725.00
34	CRUSHED SURFACING TOP COURSE	49.00 CY	\$	210.00	\$	10,290.00
35	CSTC FOR SIDEWALK AND DRIVEWAYS	7.00 CY	\$	300.00	\$	2,100.00
36	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	383.00 SY	\$	40.00	\$	15,320.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	141.00 SY	\$	28.00	\$	3,948.00
38	SOIL RESIDUAL HERBICIDE	383.00 SY	\$	2.00	\$	766.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	141.00 SY	\$	42.00	\$	5,922.00
40	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
41	COMPACTION PRICE ADJUSTMENT	1,174.00 EST	\$	1.00	\$	1,174.00
42	CLEANING EXISTING DRAINAGE STRUCTURE	4.00 EA	\$	945.00	\$	3,780.00
43	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	31.50	\$	315.00

44	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	63.00	\$	630.00
45	TRENCH SAFETY SYSTEM	1.00 LS	\$	7,875.00	\$	7,875.00
46	SIDE SEWER CLEANING AND VIDEO INSPECTION	1.00 EA	\$	998.00	\$	998.00
47	CONNECT 6 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.00 EA	\$	1,365.00	\$	1,365.00
48	PLUGGING EXISTING PIPE	8.00 EA	\$	210.00	\$	1,680.00
49	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	7,140.00	\$	7,140.00
50	ENCASE WATER/SEWER AT CROSSINGS	2.00 EA	\$	2,887.50	\$	5,775.00
51	CLEANING EXISTING SANITARY SEWERS	1.00 EA	\$	1,575.00	\$	1,575.00
52	BOOSTER STATION PIPING AND PRV	1.00 LS	\$	105,249.00	\$	105,249.00
53	DI PIPE FOR WATER MAIN 4 IN. DIA.	21.00 LF	\$	900.00	\$	18,900.00
54	DI PIPE FOR WATER MAIN 8 IN. DIA.	48.00 LF	\$	700.25	\$	33,612.00
55	DI PIPE FOR WATER MAIN 24 IN. DIA.	142.00 LF	\$	706.00	\$	100,252.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	86.00 LF	\$	1,879.00	\$	161,594.00
57	GATE VALVE 8 IN.	2.00 EA	\$	6,195.00	\$	12,390.00
58	BUTTERFLY VALVE 24 IN.	4.00 EA	\$	3,150.00	\$	12,600.00
59	HYDRANT ASSEMBLY	1.00 EA	\$	13,650.00	\$	13,650.00

60	TRENCH EXC. FOR WATER SERVICE TAP	31.00 LF	\$	116.00	\$	3,596.00
61	SIDE SEWER PIPE 6 IN. DIA.	154.00 LF	\$	187.00	\$	28,798.00
62	SIDE SEWER PERMIT	1.00 EA	\$	945.00	\$	945.00
63	SEWER CLEANOUT	3.00 EA	\$	2,073.00	\$	6,219.00
64	ESC LEAD	1.00 LS	\$	2,500.00	\$	2,500.00
65	INLET PROTECTION	4.00 EA	\$	183.75	\$	735.00
66	TOPSOIL TYPE A, 2 INCH THICK	712.00 SY	\$	6.00	\$	4,272.00
67	TOPSOIL TYPE A, 4 INCH THICK	412.00 SY	\$	12.75	\$	5,253.00
68	WEED SPRAYING AND CONTROL	1.00 LS	\$	385.00	\$	385.00
69	BARK OR WOOD CHIP MULCH	41.00 CY	\$	105.00	\$	4,305.00
70	ROCK MULCH - ROUND RIVER ROCK	17.00 CY	\$	191.00	\$	3,247.00
71	ROCK MULCH - ANGULAR BASALT	35.00 CY	\$	131.00	\$	4,585.00
72	HYDROSEEDING	801.00 SY	\$	3.00	\$	2,403.00
73	PLANT BULB	500.00 EA	\$	14.00	\$	7,000.00
74	1 GALLON SHRUB	234.00 EA	\$	19.50	\$	4,563.00

75	2 GALLON SHRUB	44.00 EA	\$	33.00	\$	1,452.00
76	5 GALLON SHRUB	31.00 EA	\$	54.00	\$	1,674.00
77	15 GALLON TREE	3.00 EA	\$	333.00	\$	999.00
78	25 GALLON TREE	1.00 EA	\$	366.00	\$	366.00
79	2 INCH CALIPER DECIDUOUS TREE	6.00 EA	\$	457.50	\$	2,745.00
80	4 TO 6 FT. HEIGHT EVERGREEN TREE	14.00 EA	\$	464.00	\$	6,496.00
81	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	505.00 LF	\$	15.00	\$	7,575.00
82	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	90.00 SY	\$	14.00	\$	1,260.00
83	CONSTRUCT BIO-INFILTRATION SWALE	90.00 SY	\$	55.00	\$	4,950.00
84	LANDSCAPE BOULDERS, FIVE MAN	21.00 EA	\$	126.00	\$	2,646.00
85	IRRIGATION SYSTEM	1.00 LS	\$	64,483.00	\$	64,483.00
86	IRRIGATION VAULT	1.00 EA	\$	7,688.00	\$	7,688.00
87	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	2,535.00	\$	2,535.00
88	CEMENT CONCRETE CURB	81.00 LF	\$	33.00	\$	2,673.00
89	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	22.00 SY	\$	117.50	\$	2,585.00
90	CHAIN LINK FENCE TYPE 3 - MODIFIED	42.00 LF	\$	242.50	\$	10,185.00

91	CHAIN LINK FENCE TYPE 4	77.00 LF	\$	220.00	\$	16,940.00
92	DOUBLE 10 FT CHAIN LINK GATE	1.00 EA	\$	1,650.00	\$	1,650.00
93	DOUBLE 16 FT CHAIN LINK GATE	1.00 EA	\$	1,980.00	\$	1,980.00
94	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	3,299.00	\$	3,299.00
95	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	4,550.00	\$	4,550.00
96	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	390.00	\$	390.00
97	CEMENT CONCRETE SIDEWALK	71.00 SY	\$	80.00	\$	5,680.00
98	PAVEMENT MARKING - DURABLE HEAT APPLIED	3.00 SF	\$	110.00	\$	330.00
99	PUMPING SYSTEM	1.00 LS	\$	391,052.00	\$	391,052.00
100	PUMP BARRELS (CANS) 36 IN DIAM	1.00 LS	\$	12,100.00	\$	12,100.00
101	PUMPS & SYSTEM STARTUP & TESTING	1.00 LS	\$	5,500.00	\$	5,500.00
102	BOOSTER STATION BUILDING	1.00 LS	\$	631,788.00	\$	631,788.00
103	GENERAL ELECTRICAL AND LIGHTING	1.00 LS	\$	147,271.00	\$	147,271.00
104	MOTOR CONTROL CENTER	1.00 LS	\$	237,463.00	\$	237,463.00
105	BUILDING HVAC AND CONTROLS	1.00 LS	\$	158,000.00	\$	158,000.00

106	PLUMBING SYSTEM	1.00 LS	\$	65,450.00	\$	65,450.00
107	CHLORINE ANALYZER AND PRESSURE GAUGE ASSEMBLY	1.00 LS	\$	10,225.00	\$	10,225.00
Schedule A-1 Subtotal					\$	<u>2,890,692.00</u>
Summary of Bid Items					Bid Total	\$ <u>2,890,692.00</u>

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

Project Number 2022077

Project Description 9th and Pine Booster Station

Original Date

9/9/2024 3:00:00 PM

Project Number: 2022077			Engineer's Estimate		GENERAL INDUSTRIES INC (Submitted)		APOLLO, INC. (Submitted)		DW EXCAVATING INC (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 NOT be included in unit prices								
1	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	5,000.00	\$5,000.00	10,000.00	\$10,000.00
2	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	35,150.00	\$35,150.00	1,000.00	\$1,000.00	12,500.00	\$12,500.00
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	2,000.00	2,000.00	1,500.00	\$1,500.00	10,000.00	\$10,000.00	650.00	\$650.00
5	POTHOLING	7 EA	1,000.00	7,000.00	893.00	\$6,251.00	780.00	\$5,460.00	485.00	\$3,395.00
6	TYPE B PROGRESS SCHEDULE	1 LS	7,500.00	7,500.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	600.00	\$600.00
7	MOBILIZATION	1 LS	288,627.95	288,627.95	202,533.00	\$202,533.00	270,000.00	\$270,000.00	285,000.00	\$285,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	5,250.00	\$5,250.00	11,000.00	\$11,000.00	10,000.00	\$10,000.00
9	WORK ZONE SAFETY CONTINGENCY	2000 FA	1.00	2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
10	TYPE III BARRICADE	5 EA	120.00	600.00	156.20	\$781.00	550.00	\$2,750.00	250.00	\$1,250.00
11	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	28,875.00	\$28,875.00	10,000.00	\$10,000.00	84,500.00	\$84,500.00
12	TREE ROOT TREATMENT	2 EA	850.00	1,700.00	656.50	\$1,313.00	690.00	\$1,380.00	688.00	\$1,376.00
13	TREE PROTECTION ZONE	3 EA	300.00	900.00	304.00	\$912.00	300.00	\$900.00	302.00	\$906.00
14	REMOVE TREE, CLASS I	4 EA	750.00	3,000.00	1,155.00	\$4,620.00	1,200.00	\$4,800.00	1,155.00	\$4,620.00
15	REMOVE TREE, CLASS II	2 EA	2,000.00	4,000.00	1,540.00	\$3,080.00	1,550.00	\$3,100.00	1,540.00	\$3,080.00
16	REMOVE TREE, CLASS III	2 EA	3,000.00	6,000.00	4,620.00	\$9,240.00	4,650.00	\$9,300.00	4,620.00	\$9,240.00
17	TREE PRUNING	3 EA	225.00	675.00	304.00	\$912.00	300.00	\$900.00	302.00	\$906.00
18	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	50,000.00	50,000.00	51,221.00	\$51,221.00	75,000.00	\$75,000.00	37,000.00	\$37,000.00
19	REMOVE EXISTING CURB	81 LF	15.00	1,215.00	28.00	\$2,268.00	12.00	\$972.00	8.00	\$648.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	46 SY	40.00	1,840.00	52.50	\$2,415.00	25.00	\$1,150.00	18.00	\$828.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2 EA	1,500.00	3,000.00	1,260.00	\$2,520.00	650.00	\$1,300.00	675.00	\$1,350.00
22	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	1200 LF	20.00	24,000.00	18.90	\$22,680.00	20.00	\$24,000.00	6.00	\$7,200.00
23	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	270 LF	55.00	14,850.00	25.20	\$6,804.00	34.00	\$9,180.00	12.00	\$3,240.00
24	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	134 LF	75.00	10,050.00	38.00	\$5,092.00	66.00	\$8,844.00	34.00	\$4,556.00
25	SAWCUTTING CURB	6 EA	65.00	390.00	157.50	\$945.00	110.00	\$660.00	70.00	\$420.00
26	SAWCUTTING RIGID PAVEMENT	128 LFI	1.50	192.00	5.25	\$672.00	9.00	\$1,152.00	3.00	\$384.00
27	SAWCUTTING FLEXIBLE PAVEMENT	384 LFI	1.00	384.00	6.50	\$2,496.00	3.40	\$1,305.60	1.50	\$576.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	150.00	1,500.00	28.70	\$287.00	75.50	\$755.00	40.00	\$400.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	200.00	2,000.00	57.30	\$573.00	157.00	\$1,570.00	54.00	\$540.00

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

Project Number: 2022077			Engineer's Estimate		LIBERTY CONCRETE (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

1	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	54,575.00	\$54,575.00	6,004.00	\$6,004.00
2	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	4,070.00	\$4,070.00	25,000.00	\$25,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	2,000.00	2,000.00	1,121.00	\$1,121.00	13,750.00	\$13,750.00
5	POTHOLING	7 EA	1,000.00	7,000.00	647.00	\$4,529.00	862.00	\$6,034.00
6	TYPE B PROGRESS SCHEDULE	1 LS	7,500.00	7,500.00	1,121.00	\$1,121.00	15,000.00	\$15,000.00
7	MOBILIZATION	1 LS	288,627.95	288,627.95	578,439.00	\$578,439.00	376,151.00	\$376,151.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	14,534.00	\$14,534.00	17,969.00	\$17,969.00
9	WORK ZONE SAFETY CONTINGENCY	2000 FA	1.00	2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
10	TYPE III BARRICADE	5 EA	120.00	600.00	174.00	\$870.00	270.00	\$1,350.00
11	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	6,685.00	\$6,685.00	20,000.00	\$20,000.00
12	TREE ROOT TREATMENT	2 EA	850.00	1,700.00	727.00	\$1,454.00	749.00	\$1,498.00
13	TREE PROTECTION ZONE	3 EA	300.00	900.00	320.00	\$960.00	329.00	\$987.00
14	REMOVE TREE, CLASS I	4 EA	750.00	3,000.00	1,221.00	\$4,884.00	1,258.00	\$5,032.00
15	REMOVE TREE, CLASS II	2 EA	2,000.00	4,000.00	1,628.00	\$3,256.00	1,677.00	\$3,354.00
16	REMOVE TREE, CLASS III	2 EA	3,000.00	6,000.00	4,883.00	\$9,766.00	5,031.00	\$10,062.00
17	TREE PRUNING	3 EA	225.00	675.00	320.00	\$960.00	329.00	\$987.00
18	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	50,000.00	50,000.00	26,422.00	\$26,422.00	180,000.00	\$180,000.00
19	REMOVE EXISTING CURB	81 LF	15.00	1,215.00	13.00	\$1,053.00	21.00	\$1,701.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	46 SY	40.00	1,840.00	14.00	\$644.00	21.00	\$966.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2 EA	1,500.00	3,000.00	698.00	\$1,396.00	1,040.00	\$2,080.00
22	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	1200 LF	20.00	24,000.00	12.00	\$14,400.00	23.00	\$27,600.00
23	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	270 LF	55.00	14,850.00	17.00	\$4,590.00	27.00	\$7,290.00
24	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	134 LF	75.00	10,050.00	27.00	\$3,618.00	38.00	\$5,092.00
25	SAWCUTTING CURB	6 EA	65.00	390.00	52.00	\$312.00	60.00	\$360.00
26	SAWCUTTING RIGID PAVEMENT	128 LFI	1.50	192.00	3.50	\$448.00	2.00	\$256.00
27	SAWCUTTING FLEXIBLE PAVEMENT	384 LFI	1.00	384.00	2.50	\$960.00	1.00	\$384.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	150.00	1,500.00	55.00	\$550.00	148.00	\$1,480.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	200.00	2,000.00	95.00	\$950.00	160.00	\$1,600.00

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

Project Number: 2022077			Engineer's Estimate		GENERAL INDUSTRIES INC (Submitted)		APOLLO, INC. (Submitted)		DW EXCAVATING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
30	PREPARATION OF UNTREATED ROADWAY	383 SY	3.00	1,149.00	11.00	\$4,213.00	8.50	\$3,255.50	4.00	\$1,532.00
31	MONITORING WELL PROTECTION	1 EA	10,000.00	10,000.00	578.00	\$578.00	440.00	\$440.00	1,050.00	\$1,050.00
32	EXCAVATION GRADING AND SHAPING	1 LS	20,000.00	20,000.00	44,100.00	\$44,100.00	45,000.00	\$45,000.00	36,000.00	\$36,000.00
33	DEWATERING	1 LS	20,000.00	20,000.00	4,725.00	\$4,725.00	28,000.00	\$28,000.00	60,500.00	\$60,500.00
34	CRUSHED SURFACING TOP COURSE	49 CY	75.00	3,675.00	210.00	\$10,290.00	92.00	\$4,508.00	112.00	\$5,488.00
35	CSTC FOR SIDEWALK AND DRIVEWAYS	7 CY	250.00	1,750.00	300.00	\$2,100.00	219.00	\$1,533.00	244.00	\$1,708.00
36	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	383 SY	30.00	11,490.00	40.00	\$15,320.00	26.20	\$10,034.60	26.00	\$9,958.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	141 SY	85.00	11,985.00	28.00	\$3,948.00	46.30	\$6,528.30	30.00	\$4,230.00
38	SOIL RESIDUAL HERBICIDE	383 SY	1.00	383.00	2.00	\$766.00	1.00	\$383.00	1.00	\$383.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	141 SY	50.00	7,050.00	42.00	\$5,922.00	44.30	\$6,246.30	71.00	\$10,011.00
40	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
41	COMPACTION PRICE ADJUSTMENT	1174 EST	1.00	1,174.00	1.00	\$1,174.00	1.00	\$1,174.00	1.00	\$1,174.00
42	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	500.00	2,000.00	945.00	\$3,780.00	900.00	\$3,600.00	820.00	\$3,280.00
43	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.00	1,500.00	31.50	\$315.00	60.00	\$600.00	40.00	\$400.00
44	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	200.00	2,000.00	63.00	\$630.00	44.00	\$440.00	54.00	\$540.00
45	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	7,875.00	\$7,875.00	1,000.00	\$1,000.00	6,500.00	\$6,500.00
46	SIDE SEWER CLEANING AND VIDEO INSPECTION	1 EA	1,500.00	1,500.00	998.00	\$998.00	1,000.00	\$1,000.00	1,500.00	\$1,500.00
47	CONNECT 6 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	1,365.00	\$1,365.00	900.00	\$900.00	5,800.00	\$5,800.00
48	PLUGGING EXISTING PIPE	8 EA	1,500.00	12,000.00	210.00	\$1,680.00	900.00	\$7,200.00	300.00	\$2,400.00
49	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	15,000.00	15,000.00	7,140.00	\$7,140.00	2,700.00	\$2,700.00	6,500.00	\$6,500.00
50	ENCASE WATER/SEWER AT CROSSINGS	2 EA	2,000.00	4,000.00	2,887.50	\$5,775.00	5,300.00	\$10,600.00	4,570.00	\$9,140.00
51	CLEANING EXISTING SANITARY SEWERS	1 EA	1,500.00	1,500.00	1,575.00	\$1,575.00	7,740.00	\$7,740.00	1,100.00	\$1,100.00
52	BOOSTER STATION PIPING AND PRV	1 LS	250,000.00	250,000.00	105,249.00	\$105,249.00	130,000.00	\$130,000.00	146,500.00	\$146,500.00
53	DI PIPE FOR WATER MAIN 4 IN. DIA.	21 LF	250.00	5,250.00	900.00	\$18,900.00	427.00	\$8,967.00	444.00	\$9,324.00
54	DI PIPE FOR WATER MAIN 8 IN. DIA.	48 LF	300.00	14,400.00	700.25	\$33,612.00	324.00	\$15,552.00	360.00	\$17,280.00
55	DI PIPE FOR WATER MAIN 24 IN. DIA.	142 LF	650.00	92,300.00	706.00	\$100,252.00	487.00	\$69,154.00	555.00	\$78,810.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	86 LF	850.00	73,100.00	1,879.00	\$161,594.00	1,760.00	\$151,360.00	1,780.00	\$153,080.00
57	GATE VALVE 8 IN.	2 EA	7,000.00	14,000.00	6,195.00	\$12,390.00	2,690.00	\$5,380.00	3,600.00	\$7,200.00
58	BUTTERFLY VALVE 24 IN.	4 EA	5,000.00	20,000.00	3,150.00	\$12,600.00	1,060.00	\$4,240.00	3,500.00	\$14,000.00

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

<i>Project Number: 2022077</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		HALME CONSTRUCTION INC (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>
30	PREPARATION OF UNTREATED ROADWAY	383 SY	3.00	1,149.00	1.50	\$574.50	10.00	\$3,830.00
31	MONITORING WELL PROTECTION	1 EA	10,000.00	10,000.00	559.00	\$559.00	12,009.00	\$12,009.00
32	EXCAVATION GRADING AND SHAPING	1 LS	20,000.00	20,000.00	20,824.00	\$20,824.00	109,638.00	\$109,638.00
33	DEWATERING	1 LS	20,000.00	20,000.00	28,473.00	\$28,473.00	25,000.00	\$25,000.00
34	CRUSHED SURFACING TOP COURSE	49 CY	75.00	3,675.00	79.00	\$3,871.00	121.00	\$5,929.00
35	CSTC FOR SIDEWALK AND DRIVEWAYS	7 CY	250.00	1,750.00	75.00	\$525.00	217.00	\$1,519.00
36	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	383 SY	30.00	11,490.00	28.00	\$10,724.00	28.00	\$10,724.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	141 SY	85.00	11,985.00	32.00	\$4,512.00	33.00	\$4,653.00
38	SOIL RESIDUAL HERBICIDE	383 SY	1.00	383.00	5.00	\$1,915.00	2.00	\$766.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	141 SY	50.00	7,050.00	42.00	\$5,922.00	22.00	\$3,102.00
40	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
41	COMPACTION PRICE ADJUSTMENT	1174 EST	1.00	1,174.00	1.00	\$1,174.00	1.00	\$1,174.00
42	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	500.00	2,000.00	320.00	\$1,280.00	1,198.00	\$4,792.00
43	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.00	1,500.00	55.00	\$550.00	151.00	\$1,510.00
44	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	200.00	2,000.00	95.00	\$950.00	183.00	\$1,830.00
45	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	933.00	\$933.00	15,000.00	\$15,000.00
46	SIDE SEWER CLEANING AND VIDEO INSPECTION	1 EA	1,500.00	1,500.00	872.00	\$872.00	1,801.00	\$1,801.00
47	CONNECT 6 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	994.00	\$994.00	381.00	\$381.00
48	PLUGGING EXISTING PIPE	8 EA	1,500.00	12,000.00	517.00	\$4,136.00	677.00	\$5,416.00
49	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	15,000.00	15,000.00	1,417.00	\$1,417.00	35,000.00	\$35,000.00
50	ENCASE WATER/SEWER AT CROSSINGS	2 EA	2,000.00	4,000.00	2,551.00	\$5,102.00	6,589.00	\$13,178.00
51	CLEANING EXISTING SANITARY SEWERS	1 EA	1,500.00	1,500.00	872.00	\$872.00	2,995.00	\$2,995.00
52	BOOSTER STATION PIPING AND PRV	1 LS	250,000.00	250,000.00	281,226.00	\$281,226.00	228,104.00	\$228,104.00
53	DI PIPE FOR WATER MAIN 4 IN. DIA.	21 LF	250.00	5,250.00	255.00	\$5,355.00	279.00	\$5,859.00
54	DI PIPE FOR WATER MAIN 8 IN. DIA.	48 LF	300.00	14,400.00	255.00	\$12,240.00	219.00	\$10,512.00
55	DI PIPE FOR WATER MAIN 24 IN. DIA.	142 LF	650.00	92,300.00	779.00	\$110,618.00	636.00	\$90,312.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	86 LF	850.00	73,100.00	1,686.00	\$144,996.00	1,385.00	\$119,110.00
57	GATE VALVE 8 IN.	2 EA	7,000.00	14,000.00	4,112.00	\$8,224.00	3,463.00	\$6,926.00
58	BUTTERFLY VALVE 24 IN.	4 EA	5,000.00	20,000.00	4,932.00	\$19,728.00	5,515.00	\$22,060.00

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

<i>Project Number: 2022077</i>			<i>Engineer's Estimate</i>		GENERAL INDUSTRIES INC (Submitted)		APOLLO, INC. (Submitted)		DW EXCAVATING INC (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>
59	HYDRANT ASSEMBLY	1 EA	11,000.00	11,000.00	13,650.00	\$13,650.00	11,100.00	\$11,100.00	10,800.00	\$10,800.00
60	TRENCH EXC. FOR WATER SERVICE TAP	31 LF	60.00	1,860.00	116.00	\$3,596.00	28.00	\$868.00	278.00	\$8,618.00
61	SIDE SEWER PIPE 6 IN. DIA.	154 LF	120.00	18,480.00	187.00	\$28,798.00	89.00	\$13,706.00	103.00	\$15,862.00
62	SIDE SEWER PERMIT	1 EA	40.00	40.00	945.00	\$945.00	60.00	\$60.00	100.00	\$100.00
63	SEWER CLEANOUT	3 EA	800.00	2,400.00	2,073.00	\$6,219.00	1,690.00	\$5,070.00	1,900.00	\$5,700.00
64	ESC LEAD	1 LS	10,000.00	10,000.00	2,500.00	\$2,500.00	1,000.00	\$1,000.00	4,500.00	\$4,500.00
65	INLET PROTECTION	4 EA	150.00	600.00	183.75	\$735.00	100.00	\$400.00	74.00	\$296.00
66	TOPSOIL TYPE A, 2 INCH THICK	712 SY	25.00	17,800.00	6.00	\$4,272.00	5.80	\$4,129.60	6.00	\$4,272.00
67	TOPSOIL TYPE A, 4 INCH THICK	412 SY	35.00	14,420.00	12.75	\$5,253.00	12.60	\$5,191.20	13.00	\$5,356.00
68	WEED SPRAYING AND CONTROL	1 LS	3,500.00	3,500.00	385.00	\$385.00	387.00	\$387.00	397.00	\$397.00
69	BARK OR WOOD CHIP MULCH	41 CY	200.00	8,200.00	105.00	\$4,305.00	105.00	\$4,305.00	108.00	\$4,428.00
70	ROCK MULCH - ROUND RIVER ROCK	17 CY	250.00	4,250.00	191.00	\$3,247.00	192.00	\$3,264.00	197.00	\$3,349.00
71	ROCK MULCH - ANGULAR BASALT	35 CY	250.00	8,750.00	131.00	\$4,585.00	131.00	\$4,585.00	134.00	\$4,690.00
72	HYDROSEEDING	801 SY	5.50	4,405.50	3.00	\$2,403.00	2.60	\$2,082.60	3.00	\$2,403.00
73	PLANT BULB	500 EA	3.00	1,500.00	14.00	\$7,000.00	13.60	\$6,800.00	14.00	\$7,000.00
74	1 GALLON SHRUB	234 EA	32.00	7,488.00	19.50	\$4,563.00	19.50	\$4,563.00	20.00	\$4,680.00
75	2 GALLON SHRUB	44 EA	43.00	1,892.00	33.00	\$1,452.00	33.00	\$1,452.00	34.00	\$1,496.00
76	5 GALLON SHRUB	31 EA	150.00	4,650.00	54.00	\$1,674.00	54.00	\$1,674.00	55.00	\$1,705.00
77	15 GALLON TREE	3 EA	550.00	1,650.00	333.00	\$999.00	327.00	\$981.00	335.00	\$1,005.00
78	25 GALLON TREE	1 EA	1,200.00	1,200.00	366.00	\$366.00	367.00	\$367.00	376.00	\$376.00
79	2 INCH CALIPER DECIDUOUS TREE	6 EA	950.00	5,700.00	457.50	\$2,745.00	460.00	\$2,760.00	471.00	\$2,826.00
80	4 TO 6 FT. HEIGHT EVERGREEN TREE	14 EA	650.00	9,100.00	464.00	\$6,496.00	467.00	\$6,538.00	478.00	\$6,692.00
81	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	505 LF	30.00	15,150.00	15.00	\$7,575.00	36.00	\$18,180.00	37.00	\$18,685.00
82	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	90 SY	25.00	2,250.00	14.00	\$1,260.00	85.00	\$7,650.00	86.00	\$7,740.00
83	CONSTRUCT BIO-INFILTRATION SWALE	90 SY	40.00	3,600.00	55.00	\$4,950.00	210.00	\$18,900.00	129.00	\$11,610.00
84	LANDSCAPE BOULDERS, FIVE MAN	21 EA	400.00	8,400.00	126.00	\$2,646.00	127.00	\$2,667.00	130.00	\$2,730.00
85	IRRIGATION SYSTEM	1 LS	20,000.00	20,000.00	64,483.00	\$64,483.00	64,800.00	\$64,800.00	66,500.00	\$66,500.00
86	IRRIGATION VAULT	1 EA	20,000.00	20,000.00	7,688.00	\$7,688.00	15,700.00	\$15,700.00	12,800.00	\$12,800.00
87	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	3,000.00	3,000.00	2,535.00	\$2,535.00	2,500.00	\$2,500.00	2,600.00	\$2,600.00
88	CEMENT CONCRETE CURB	81 LF	50.00	4,050.00	33.00	\$2,673.00	60.00	\$4,860.00	50.00	\$4,050.00
89	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	22 SY	95.00	2,090.00	117.50	\$2,585.00	207.00	\$4,554.00	187.00	\$4,114.00
90	CHAIN LINK FENCE TYPE 3 - MODIFIED	42 LF	90.00	3,780.00	242.50	\$10,185.00	200.00	\$8,400.00	79.00	\$3,318.00

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

<i>Project Number: 2022077</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		HALME CONSTRUCTION INC (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>
59	HYDRANT ASSEMBLY	1 EA	11,000.00	11,000.00	13,337.00	\$13,337.00	9,922.00	\$9,922.00
60	TRENCH EXC. FOR WATER SERVICE TAP	31 LF	60.00	1,860.00	21.00	\$651.00	647.00	\$20,057.00
61	SIDE SEWER PIPE 6 IN. DIA.	154 LF	120.00	18,480.00	42.00	\$6,468.00	82.00	\$12,628.00
62	SIDE SEWER PERMIT	1 EA	40.00	40.00	252.00	\$252.00	600.00	\$600.00
63	SEWER CLEANOUT	3 EA	800.00	2,400.00	1,656.00	\$4,968.00	2,954.00	\$8,862.00
64	ESC LEAD	1 LS	10,000.00	10,000.00	8,646.00	\$8,646.00	2,000.00	\$2,000.00
65	INLET PROTECTION	4 EA	150.00	600.00	271.00	\$1,084.00	253.00	\$1,012.00
66	TOPSOIL TYPE A, 2 INCH THICK	712 SY	25.00	17,800.00	5.50	\$3,916.00	6.00	\$4,272.00
67	TOPSOIL TYPE A, 4 INCH THICK	412 SY	35.00	14,420.00	11.00	\$4,532.00	14.00	\$5,768.00
68	WEED SPRAYING AND CONTROL	1 LS	3,500.00	3,500.00	3,031.00	\$3,031.00	419.00	\$419.00
69	BARK OR WOOD CHIP MULCH	41 CY	200.00	8,200.00	115.00	\$4,715.00	114.00	\$4,674.00
70	ROCK MULCH - ROUND RIVER ROCK	17 CY	250.00	4,250.00	220.00	\$3,740.00	208.00	\$3,536.00
71	ROCK MULCH - ANGULAR BASALT	35 CY	250.00	8,750.00	211.00	\$7,385.00	142.00	\$4,970.00
72	HYDROSEEDING	801 SY	5.50	4,405.50	2.00	\$1,602.00	3.00	\$2,403.00
73	PLANT BULB	500 EA	3.00	1,500.00	18.00	\$9,000.00	15.00	\$7,500.00
74	1 GALLON SHRUB	234 EA	32.00	7,488.00	30.00	\$7,020.00	21.00	\$4,914.00
75	2 GALLON SHRUB	44 EA	43.00	1,892.00	40.00	\$1,760.00	36.00	\$1,584.00
76	5 GALLON SHRUB	31 EA	150.00	4,650.00	61.00	\$1,891.00	58.00	\$1,798.00
77	15 GALLON TREE	3 EA	550.00	1,650.00	228.00	\$684.00	354.00	\$1,062.00
78	25 GALLON TREE	1 EA	1,200.00	1,200.00	312.00	\$312.00	398.00	\$398.00
79	2 INCH CALIPER DECIDUOUS TREE	6 EA	950.00	5,700.00	541.00	\$3,246.00	498.00	\$2,988.00
80	4 TO 6 FT. HEIGHT EVERGREEN TREE	14 EA	650.00	9,100.00	346.00	\$4,844.00	505.00	\$7,070.00
81	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	505 LF	30.00	15,150.00	17.00	\$8,585.00	47.00	\$23,735.00
82	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	90 SY	25.00	2,250.00	22.00	\$1,980.00	15.00	\$1,350.00
83	CONSTRUCT BIO-INFILTRATION SWALE	90 SY	40.00	3,600.00	15.00	\$1,350.00	29.00	\$2,610.00
84	LANDSCAPE BOULDERS, FIVE MAN	21 EA	400.00	8,400.00	308.00	\$6,468.00	138.00	\$2,898.00
85	IRRIGATION SYSTEM	1 LS	20,000.00	20,000.00	115,912.00	\$115,912.00	70,222.00	\$70,222.00
86	IRRIGATION VAULT	1 EA	20,000.00	20,000.00	14,203.00	\$14,203.00	17,106.00	\$17,106.00
87	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	3,000.00	3,000.00	14,362.00	\$14,362.00	2,760.00	\$2,760.00
88	CEMENT CONCRETE CURB	81 LF	50.00	4,050.00	44.00	\$3,564.00	69.00	\$5,589.00
89	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	22 SY	95.00	2,090.00	117.00	\$2,574.00	206.00	\$4,532.00
90	CHAIN LINK FENCE TYPE 3 - MODIFIED	42 LF	90.00	3,780.00	47.00	\$1,974.00	86.00	\$3,612.00

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

<i>Project Number: 2022077</i>			<i>Engineer's Estimate</i>		GENERAL INDUSTRIES INC (Submitted)		APOLLO, INC. (Submitted)		DW EXCAVATING INC (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>
91	CHAIN LINK FENCE TYPE 4	77 LF	75.00	5,775.00	220.00	\$16,940.00	133.00	\$10,241.00	50.00	\$3,850.00
92	DOUBLE 10 FT CHAIN LINK GATE	1 EA	2,000.00	2,000.00	1,650.00	\$1,650.00	2,765.00	\$2,765.00	2,200.00	\$2,200.00
93	DOUBLE 16 FT CHAIN LINK GATE	1 EA	3,000.00	3,000.00	1,980.00	\$1,980.00	3,870.00	\$3,870.00	2,200.00	\$2,200.00
94	TEMPORARY CONSTRUCTION FENCING	1 LS	5,000.00	5,000.00	3,299.00	\$3,299.00	18,250.00	\$18,250.00	5,200.00	\$5,200.00
95	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	4,550.00	\$4,550.00	4,400.00	\$4,400.00	3,850.00	\$3,850.00
96	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,500.00	1,500.00	390.00	\$390.00	1,070.00	\$1,070.00	330.00	\$330.00
97	CEMENT CONCRETE SIDEWALK	71 SY	150.00	10,650.00	80.00	\$5,680.00	117.00	\$8,307.00	107.00	\$7,597.00
98	PAVEMENT MARKING - DURABLE HEAT APPLIED	3 SF	15.00	45.00	110.00	\$330.00	55.00	\$165.00	550.00	\$1,650.00
99	PUMPING SYSTEM	1 LS	800,000.00	800,000.00	391,052.00	\$391,052.00	190,000.00	\$190,000.00	249,500.00	\$249,500.00
100	PUMP BARRELS (CANS) 36 IN DIAM	1 LS	100,000.00	100,000.00	12,100.00	\$12,100.00	206,000.00	\$206,000.00	131,200.00	\$131,200.00
101	PUMPS & SYSTEM STARTUP & TESTING	1 LS	20,000.00	20,000.00	5,500.00	\$5,500.00	10,000.00	\$10,000.00	5,500.00	\$5,500.00
102	BOOSTER STATION BUILDING	1 LS	600,000.00	600,000.00	631,788.00	\$631,788.00	630,000.00	\$630,000.00	600,000.00	\$600,000.00
103	GENERAL ELECTRICAL AND LIGHTING	1 LS	165,000.00	165,000.00	147,271.00	\$147,271.00	161,000.00	\$161,000.00	191,400.00	\$191,400.00
104	MOTOR CONTROL CENTER	1 LS	250,000.00	250,000.00	237,463.00	\$237,463.00	236,000.00	\$236,000.00	230,000.00	\$230,000.00
105	BUILDING HVAC AND CONTROLS	1 LS	125,000.00	125,000.00	158,000.00	\$158,000.00	145,000.00	\$145,000.00	131,000.00	\$131,000.00
106	PLUMBING SYSTEM	1 LS	95,000.00	95,000.00	65,450.00	\$65,450.00	92,000.00	\$92,000.00	122,000.00	\$122,000.00
107	CHLORINE ANALYZER AND PRESSURE GAUGE ASSEMBLY	1 LS	10,000.00	10,000.00	10,225.00	\$10,225.00	10,000.00	\$10,000.00	12,000.00	\$12,000.00
Bid Total			\$3,495,605.45		\$2,890,692.00		\$2,954,576.70		\$3,012,728.00	

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

<i>Project Number: 2022077</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		HALME CONSTRUCTION INC (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>
91	CHAIN LINK FENCE TYPE 4	77 LF	75.00	5,775.00	64.00	\$4,928.00	54.00	\$4,158.00
92	DOUBLE 10 FT CHAIN LINK GATE	1 EA	2,000.00	2,000.00	2,093.00	\$2,093.00	2,396.00	\$2,396.00
93	DOUBLE 16 FT CHAIN LINK GATE	1 EA	3,000.00	3,000.00	2,907.00	\$2,907.00	2,396.00	\$2,396.00
94	TEMPORARY CONSTRUCTION FENCING	1 LS	5,000.00	5,000.00	2,071.00	\$2,071.00	8,000.00	\$8,000.00
95	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	4,070.00	\$4,070.00	4,193.00	\$4,193.00
96	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,500.00	1,500.00	349.00	\$349.00	359.00	\$359.00
97	CEMENT CONCRETE SIDEWALK	71 SY	150.00	10,650.00	78.00	\$5,538.00	120.00	\$8,520.00
98	PAVEMENT MARKING - DURABLE HEAT APPLIED	3 SF	15.00	45.00	1,744.00	\$5,232.00	599.00	\$1,797.00
99	PUMPING SYSTEM	1 LS	800,000.00	800,000.00	53,487.00	\$53,487.00	300,000.00	\$300,000.00
100	PUMP BARRELS (CANS) 36 IN DIAM	1 LS	100,000.00	100,000.00	203,969.00	\$203,969.00	150,000.00	\$150,000.00
101	PUMPS & SYSTEM STARTUP & TESTING	1 LS	20,000.00	20,000.00	4,238.00	\$4,238.00	45,000.00	\$45,000.00
102	BOOSTER STATION BUILDING	1 LS	600,000.00	600,000.00	716,129.00	\$716,129.00	684,721.00	\$684,721.00
103	GENERAL ELECTRICAL AND LIGHTING	1 LS	165,000.00	165,000.00	158,234.00	\$158,234.00	160,380.00	\$160,380.00
104	MOTOR CONTROL CENTER	1 LS	250,000.00	250,000.00	251,005.00	\$251,005.00	258,599.00	\$258,599.00
105	BUILDING HVAC AND CONTROLS	1 LS	125,000.00	125,000.00	155,300.00	\$155,300.00	176,000.00	\$176,000.00
106	PLUMBING SYSTEM	1 LS	95,000.00	95,000.00	116,274.00	\$116,274.00	175,000.00	\$175,000.00
107	CHLORINE ANALYZER AND PRESSURE GAUGE ASSEMBLY	1 LS	10,000.00	10,000.00	14,455.00	\$14,455.00	68,516.00	\$68,516.00
Bid Total			\$3,495,605.45		\$3,387,468.50		\$3,770,003.00	

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	3,495,605.45	0.00	0.00	0.00	3,495,605.45
GENERAL INDUSTRIES INC (Submitted)	2,890,692.00	0.00	0.00	0.00	2,890,692.00
APOLLO, INC. (Submitted)	2,954,576.70	0.00	0.00	0.00	2,954,576.70
DW EXCAVATING INC(Submitted)	3,012,728.00	0.00	0.00	0.00	3,012,728.00
LIBERTY CONCRETE (Submitted)	3,387,468.50	0.00	0.00	0.00	3,387,468.50
HALME CONSTRUCTION INC (Submitted)	3,770,003.00	0.00	0.00	0.00	3,770,003.00

Low Bid Contractor: GENERAL INDUSTRIES INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,890,692.00	3,495,605.45	17.30 % Under 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>	2,890,692.00	3,495,605.45	17.30 % Under Estimate



< **Business Lookup**

License Information:

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

Entity name: GENERAL INDUSTRIES, INC.

Business name: GENERAL INDUSTRIES INC

Entity type: [Profit Corporation](#)

UBI #: 600-622-321

Business ID: 001

Location ID: 0001

Location: Active

Location address: 814 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118

Mailing address: 814 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118



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	T12022120BL			Active	Jul-31-2025	Oct-15-2012
Spokane Valley General Business	00198			Active	Jul-31-2025	Jun-15-2012

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

Governing people	Title
VELARDI, DANIEL V.	
VELARDI, PAUL	

Registered Trade Names

Registered trade names	Status	First issued
GENERAL INDUSTRIES INC	Active	Dec-18-2018



The Business Lookup information is updated nightly. Search date and time:
9/11/2024 9:31:24 AM

Contact us

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/28/2024

Clerk's File #

ORD C36572

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

HEATHER PAGE 625-6578

Requisition #

Contact E-Mail

HPAGE@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680 - SBO - CHHS HOUSING SALES TAX PROJECTS (1590 MONEY)

Agenda Wording

CHHS is requesting approval of an SBO for \$11,800,000 in HB1590 Sales and Uses Tax Revenue funds. The purpose of these funds is to increase affordable housing opportunities for Spokane through a combination of capital and service projects.

Summary (Background)

The SBO is needed because these expenses were not budgeted during the annual budgeting process. CHHS will need the SBO approved to reimburse the individuals identified in the RFP processes, as well as the City's admin costs. Funds will be distributed through competitive RFP processes in three separate RFPs. The first RFP was released May 15, 2024, the second RFP was released May 29, 2024, and the date of release for the third RFP is still to be determined.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 12,059,000

Current Year Cost \$ 12,059,000

Subsequent Year(s) Cost \$ TBD

Narrative

Amount

Budget Account

Expense \$ 8,850,000

1595-53121-51010-54201-99999

Expense \$ 2,950,000

1595-53126-51010-54201-99999

Expense \$ 259,000

1595-53127-51030-5XXXX-99999

Select \$

#

\$

#

\$

#

Council Briefing Paper Urban Experience Committee

Committee Date	September 9, 2024														
Submitting Department	Community, Housing, and Human Services														
Contact Name	Heather Page														
Contact Email & Phone	hpage@spokanecity.org , 6578														
Council Sponsor(s)	Zappone, Bingle, Klitzke														
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes														
Agenda Item Name	Special Budget Ordinance – CHHS Housing Sales Tax Projects (1590 Money)														
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>CHHS is requesting approval of an SBO for \$11,800,000 in HB1590 Sales and Uses Tax Revenue funds. The purpose of these funds is to increase affordable housing opportunities for Spokane through a combination of capital and service projects.</p> <p>The SBO is needed because these expenses were not budgeted during the annual budgeting process. CHHS will need the SBO approved to reimburse the individuals identified in the RFP processes, as well as the City’s admin costs.</p> <p>Seventy-five percent (75%) of the funds will be used for capital projects contributing to the development/construction/ preservation of affordable housing. Twenty-five percent (25%) of the funds will be used for service-related projects.</p> <p>Approximately thirty-three percent (33%) of the funding will be set aside specifically to address behavioral health facilities and services needs. The remaining sixty-six percent (66%) of the funds will be used for affordable housing facilities and services.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%;">75/25 Split</th> <th style="width: 20%;">Affordable Housing (2/3)</th> <th style="width: 30%;">Behavioral Health (1/3)</th> </tr> </thead> <tbody> <tr> <td>Capital</td> <td style="text-align: right;">\$8,850,000</td> <td style="text-align: right;">\$5,850,000</td> <td style="text-align: right;">\$3,000,000</td> </tr> <tr> <td>Services</td> <td style="text-align: right;">\$2,950,000</td> <td style="text-align: right;">\$1,955,000</td> <td style="text-align: right;">\$995,000</td> </tr> </tbody> </table> <p>Funds will be distributed through competitive RFP processes in three separate RFPs. The first RFP was released May 15, 2024, the second RFP was released May 29, 2024, and the date of release for the third RFP is still to be determined.</p> <p>The administrative costs associated with the funding is \$259,000, 2.5% of each project funded.</p>				75/25 Split	Affordable Housing (2/3)	Behavioral Health (1/3)	Capital	\$8,850,000	\$5,850,000	\$3,000,000	Services	\$2,950,000	\$1,955,000	\$995,000
	75/25 Split	Affordable Housing (2/3)	Behavioral Health (1/3)												
Capital	\$8,850,000	\$5,850,000	\$3,000,000												
Services	\$2,950,000	\$1,955,000	\$995,000												
Fiscal Impact															

Approved in current year budget? Yes No N/A

Total Cost: \$12,059,000

Current year cost: \$12,059,000

Subsequent year(s) cost: TBD

Funding Source One-time Recurring N/A

Specify funding source: Taxes

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 are the net impacts this adjustment will have on the specifically affected line items?

\$259,000 increase to City Admin expenses; \$8,850,000 increase to affordable housing contractual services; \$2,950,000 increase to affordable housing services contractual services.

- What operational changes will occur because of this adjustment?

CHHS will issue RFPs, facilitate through committee project selection and funding allocation requests, issue contracts, review and approve invoices, and provide technical support to recipients throughout the affordability period or contract term.

- What are the potential risks or consequences of not approving the budget adjustment?

The projects will not be funded if the expense budget increase does not occur. If it is not approved, the individuals in the RFP will be notified they are no longer receiving the award.

- 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?

HB1590 projects align with the Consolidated Plan, HA Plan.

What current racial and other inequities might this special budget ordinance address?

The proposals selected for funding will provide housing and services to underserved communities through the development of affordable housing and housing related services for qualifying populations earning 60% AMI or less.

ORDINANCE NO C36572

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 Local 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 Local Sales Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$12,059,000.
 - A) Of the increased appropriation, \$11,800,000 is provided solely for contractual services.
 - B) Of the increased appropriation, \$259,000 is provided solely for the City's administrative costs, including salaries, benefits, supplies and equipment.

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 recent request for proposals to spend housing sales tax funding, 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: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/30/2024

Clerk's File #

ORD C36573

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

MAGGIE YATES 6753

Requisition #

Contact E-Mail

MYATES@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0520 - MAYOR'S OFFICE - SBO SPECIAL US ASSISTANT ATTORNEY

Agenda Wording

This SBO will fund a Special US Assistant Attorney position in partnership with the US Attorney - Eastern District of Washington office. This City position will focus on serious narcotics prosecutions impacting residents in the City of Spokane.

Summary (Background)

This partnership with the US Attorney's Office will help ensure broad and competitive applicant pool, high-level training, enhanced penalty provisions for high-level drug dealers, close partnership with federal agencies to identify targets (DEA, ATF) and disrupt drug markets, dedicated US probation officers and robust reentry services utilizing federal resources.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 32,200

Current Year Cost \$ 32,200

Subsequent Year(s) Cost \$ 140,000 or prevailing wage

Narrative

Funding source will be program revenue from the Cannabis Tax fund.

Amount

Budget Account

Expense \$ 32,200

0500-15100-15300-5XXXX-99999

Revenue \$ 32,200

0500-15100-99999-39773-99999

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	JONES, GARRETT
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA

Distribution List

	myates@spokanecity.org
amcdaniel@spokanecity.org	ywang@spokanecity.org
kbustos@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates
Contact Email & Phone	Myates@spokanecity.org ; 509-625-6753
Council Sponsor(s)	CM Dillon, CM Cathcart, CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – Special US Assistant Attorney
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>This special budget ordinance will fund a Special US Assistant Attorney position in partnership with the US Attorney - Eastern District of Washington office. This City position will focus on serious narcotics prosecutions impacting residents in the city of Spokane.</p> <p>This partnership with the US Attorney's Office will help ensure broad and competitive applicant pool, high-level training, enhanced penalty provisions for high-level drug dealers, close partnership with federal agencies to identify targets (DEA, ATF) and disrupt drug markets, dedicated US probation officers and robust reentry services utilizing federal resources.</p> <p>This position will retain discretion to refer lower-level traffickers and dealers for prosecution in Spokane Municipal Court.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$32,200</u> Current year cost: \$32,200 Subsequent year(s) cost: \$140,000 or prevailing wage 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? The Cannabis Tax fund will pay for this position. 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 are the net impacts this adjustment will have on the specifically affected line items? The Cannabis Tax fund will transfer funding to the Legal department to pay for this position. • What operational changes will occur because of this adjustment? 	

The City will partner with the US Attorney's Office to expand narcotics and firearms prosecution impacting the residents of Spokane.

- What are the potential risks or consequences of not approving the budget adjustment?
The prosecution service level will not be enhanced.
- 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

What current racial and other inequities might this special budget ordinance address?

N/A

ORDINANCE NO C36573

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Add one exempt City Prosecutor to the Legal department (from 1 to 2).
- 2) Increase revenue by \$32,200.
 - A) Of the increased revenue, \$32,200 is provided solely for an operating transfer-in from the Cannabis Tax Fund.
- 3) Increase appropriation by \$32,200.
 - A) Of the increased appropriation, \$32,200 is provided solely for base wages and employee benefits.

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 adding an additional prosecutor position in the Legal department to focus on serious narcotics prosecutions, 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: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd 8/29/2024

Clerk's File # ORD C36574

Cross Ref # OPR 2024-0792

Project #

Council Meeting Date: 09/23/2024

Submitting Dept	POLICE	Bid #	
------------------------	--------	--------------	--

Contact Name/Phone	DAVE SINGLEY 4171	Requisition #	
---------------------------	-------------------	----------------------	--

Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
-----------------------	----------------------------	--	--

Agenda Item Type	Special Budget Ordinance		
-------------------------	--------------------------	--	--

Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
---------------------------	------------------------------	--	--

Agenda Item Name	0680 - SPECIAL BUDGET ORDINANCE - WTSC TRAINING/OUTREACH GRANT		
-------------------------	--	--	--

Agenda Wording

The Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.

Summary (Background)

The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. Funding will be used towards the salary & benefits of one officer, travel costs, media support contracts, and goods & services.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 215,000.00

Current Year Cost \$ 53,750.00

Subsequent Year(s) Cost \$ 161,250.00

Narrative

Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.

Amount

Budget Account

Revenue	\$ 215,000.00	# 1620-91826-99999-33320-99999
---------	---------------	--------------------------------

Expense	\$ 215,000.00	# 1620-91826-VARIOUS
---------	---------------	----------------------

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

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

	\$	#
--	----	---

	\$	#
--	----	---

ORDINANCE NO C36574

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 Public Safety & Judicial 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 Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$215,000.
 - A) Of the increased revenue, \$215,000 is provided by Washington Traffic Safety Commission through the Outreach and Training program.
- 2) Increase appropriation by \$215,000.
 - A) Of the increased appropriation, \$185,000 is to be provided solely for base wages and employee benefits.
 - B) Of the increased appropriation, \$10,000 is to be provided solely for minor equipment.
 - C) Of the increased appropriation, \$10,000 is to be provided solely for registration/schooling.
 - D) Of the increased appropriation, \$10,000 is to be 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 need to accept grant funding from WA Traffic Safety Commission for DUI outreach and training, 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

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9th, 2024
Submitting Department	Police
Contact Name	Sgt. Teresa Fuller
Contact Email & Phone	tfuller@spokanepolice.org 509-835-4587
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – WTSC Training/Outreach Grant
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary	The Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.
What is the specific purpose or need for the budget adjustment?	The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers.
What changes or developments have triggered this request?	Funding will be used towards the salary & benefits of one officer, travel costs, media support contracts, and goods & services. No new FTE is being added, funding will be used to support a current SPD member. Grant period of performance October 1, 2024 through September 30, 2025 for year 1 of the award under CFDA 20.616. Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$215,000</u>	
Current year cost: \$53,750	
Subsequent year(s) cost: \$161,250	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Grant	
Is this funding source sustainable for future years, months, etc? October 1 through September 30, 2025	
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)

- What are the net impacts this adjustment will have on the specifically affected line items?
Net impact is zero as grant fully reimburses expenses to the awarded amount.
- What operational changes will occur because of this adjustment?
Grant funding will be used to fund one current FTE up to \$185,000 and an additional \$30k towards travel and procurement.
- What are the potential risks or consequences of not approving the budget adjustment?
Costs being fully borne by the City.
- 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?

What current racial and other inequities might this special budget ordinance address?

This grant bolsters the PD response to impaired drivers, wherever they may be driving in the community.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/25/2024

Clerk's File #

RES 2024-0086

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

AMANDA BECK 6414

Requisition #

Contact E-Mail

ABECK@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - SETTING ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PBIA

Agenda Wording

Resolution setting assessment roll hearing for the Downtown Parking and Business Improvement Area

Summary (Background)

To finance the programs authorized in the Downtown PBIA, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 2, 2024, meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

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

GARDNER, SPENCER

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

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akiehn@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Planning and Economic Development
Contact Name	Amanda Beck
Contact Email & Phone	abeck@spokanecity.org ; x6414
Council Sponsor(s)	CMs Zappone, Bingle, and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	2025 Special Assessment for Downtown PBIA
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Downtown parking and business improvement district (PBIA, commonly referred to as the Downtown BID) was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from businesses and property owners within the district to provide funding for programs and services.</p> <p>Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31C SMC; • City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments.
<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: <u>No direct costs are associated with this action</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The City collects the annual assessment on behalf of the ratepayers; DSP provides services in line with the budget and management plan approved by City Council, and then invoices the City to pay for those services. There are limited direct costs as our economic development partner conducts the work on behalf of the City.</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: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, a PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.</p>	

Expense Occurrence One-time Recurring N/A

Other budget impacts:

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

What impacts would the proposal have on historically excluded communities?

In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well represented and guide decision making for the BID. This includes utilizing the Security Ambassadors to complete additional vehicle and e-bike patrols to monitor for possible mobility issues so that business owners, employees, and visitors are better able to access downtown.

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?

DSP, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown BID Ratepayer Board is one avenue through which both the City and DSP knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Hosted events, grants to new businesses, and response calls from Clean & Green and the Security Ambassadors teams, which are detailed in the BID management plan, provide data for effectiveness of the Downtown BID. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient and appropriately servicing ratepayers.

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?

Programs administered by the DSP support several strategies in the recently updated [Spokane Downtown Plan](#), such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Welcome Back to Downtown) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial regional hub.

RESOLUTION NO. 2024-0086

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2025 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C32923, as codified and amended in Chapter 04.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C32923, as codified and amended in Chapter 04.31 SMC, will be on file in the Office of the City Clerk on November 1, 2024, and are open for public inspection.
2. The City Council has fixed December 2, 2024 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C32923, as codified and amended in Chapter 04.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this ____ day of September, 2024.

City Clerk

Approved as to form:

City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/23/2024

Clerk's File #

RES 2024-0087

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

AMANDA BECK 6414

Requisition #

Contact E-Mail

ABECK@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - SETTING ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PBIA

Agenda Wording

A resolution setting the assessment roll hearing to confirm and approve the 2025 special assessment rates within the East Sprague Parking and Business Improvement Area.

Summary (Background)

To finance the programs authorized in the East Sprague PBIA, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 2, 2024, meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

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	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

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Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Planning and Economic Development
Contact Name	Amanda Beck
Contact Email & Phone	abeck@spokanecity.org ; x6414
Council Sponsor(s)	CMs Zappone, Bingle, and Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	2025 Special Assessment for East Sprague PBIA
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The East Sprague parking and business improvement district (PBIA, commonly referred to as the ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety services. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual special assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 04.31C SMC.</p> <p>Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31C SMC; • City staff provide mailed notice to property owners identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments.
<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>No direct costs are associated with this action</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The City collects the annual assessment on behalf of the ratepayers; ESBA provides services in line with the approved budget and management plan approved by City Council, and then invoices the City to pay for those services. There are limited direct costs to the City as our economic development partner conducts the work on behalf of the City.</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: Program revenue</p>	

Is this funding source sustainable for future years, months, etc? Yes, a PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

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?

In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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?

ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBA Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient.

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 creation and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board’s Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2025, thereby ensuring the ESBA has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2.

RESOLUTION NO. 2024-0087

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2025 ASSESSMENTS TO PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C35377, as codified and amended in Chapter 04.31C SMC, the City Council intends to hold a hearing on the assessments levied upon properties within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for properties prepared under Ordinance C35377, as codified and amended in Chapter 04.31C SMC, will be on file in the Office of the City Clerk on November 1, 2024, and are open for public inspection.
2. The City Council has fixed December 2, 2024, at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C35377, as codified and amended in Chapter 04.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City Clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this ____ day of September, 2024.

City Clerk

Approved as to form:

City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/9/2024

Clerk's File #

RES 2024-0088

Cross Ref #

ORD C36246

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

ACCOUNTING & GRANTS

Bid #

Contact Name/Phone

MICHELLE 625-6320

Requisition #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - MULTICULTURAL CENTERS GRANT AWARDS

Agenda Wording

Per Ordinance C36246 City Council previously allocated \$1,000,000 of ARPA funding to provide support for multicultural centers. This Resolution will list who has been awarded supportive funds.

Summary (Background)

The City of Spokane published a Notice of Funding application to solicit applications from community serving organizations for capital campaign expenses. This Notice of Funding application closed on Friday June 28th 2024 with 13 applications received. Applications were scored and resulted in the City Administration recommending awards of \$100,000 each to 9 community organizations that qualified for the funding.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 900,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This funding is from ARPA dollars as allocated by the City Council per Ord C 36246. These funds need to be under contract by December 31, 2024 and spent by December 31,2026.

Amount

Budget Account

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

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	August 26, 2024																				
Submitting Department	Accounting & Grants																				
Contact Name	Michelle Murray																				
Contact Email & Phone	mmurray@spokanecity.org ; 625-6320																				
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone																				
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes																				
Agenda Item Name	Multicultural Centers Grant Awards																				
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only																				
Summary (Background)	<p>Per Ordinance C36246 City Council previously allocated \$1,000,000 of ARPA funding to provide support for multicultural centers.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City of Spokane published a Notice of Funding application to solicit applications from community serving organizations for capital campaign expenses. This Notice of Funding application closed on Friday June 28th 2024 with 13 applications received. Applications were scored and resulted in the City Administration recommending awards of \$100,000 each to 9 community organizations that qualified for the funding as follows:</p> <table style="width: 100%; border: none;"> <tr> <td>APIC Spokane dba Asians for Collective Liberation</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>HBPA dba Nuestras Raices Centro Community</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Latinos En Spokane</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Manzanita House</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Martin Luther King Jr. Family Outreach Center</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Multi-Ethnic Business Association dba AHANA</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Salish School of Spokane</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Spectrum</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Terrain</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$900,000</td> </tr> </table>	APIC Spokane dba Asians for Collective Liberation	\$ 100,000	HBPA dba Nuestras Raices Centro Community	\$100,000	Latinos En Spokane	\$100,000	Manzanita House	\$100,000	Martin Luther King Jr. Family Outreach Center	\$100,000	Multi-Ethnic Business Association dba AHANA	\$100,000	Salish School of Spokane	\$100,000	Spectrum	\$100,000	Terrain	\$100,000	Total	\$900,000
APIC Spokane dba Asians for Collective Liberation	\$ 100,000																				
HBPA dba Nuestras Raices Centro Community	\$100,000																				
Latinos En Spokane	\$100,000																				
Manzanita House	\$100,000																				
Martin Luther King Jr. Family Outreach Center	\$100,000																				
Multi-Ethnic Business Association dba AHANA	\$100,000																				
Salish School of Spokane	\$100,000																				
Spectrum	\$100,000																				
Terrain	\$100,000																				
Total	\$900,000																				
Fiscal Impact																					
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$900,000</u> Current year cost: Subsequent year(s) cost:																					
Narrative: <u>This funding is from ARPA dollars as allocated by the City Council per Ord C 36246. These funds need to be under contract by December 31, 2024 and spent by December 31,2026.</u>																					
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? These are one time funds																					
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.)

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 funding is provided to qualified community serving organizations for the purpose of a capital campaign.
- 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 funds are provided for capital campaign expenses.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
N/A This is for capital campaign 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?
This work is consistent with Council's allocation of ARPA allocation and is one time funding.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Funds were allocated by recommendation of the ARPA Committee.

RESOLUTION NO. 2024-0088

A resolution approving grants for multicultural centers as funded by the American Rescue Plan Act (ARPA).

WHEREAS, Congress enacted, and the President signed into law, the American Rescue Plan Act ("ARPA"), which will provide over \$80 million to the City of Spokane to help the City, its residents, businesses, nonprofits, and affected industries recover from the ongoing public health and economic emergency; and

WHEREAS, on August 1, 2022 the City Council adopted Ordinance C36246, thereby allocating \$1,000,000 of ARPA funding to provide support for multicultural centers; and

WHEREAS, consistent with Ordinance C36246, the City of Spokane solicited applications from community serving organizations for capital campaign and planning expenses, and the application period closed June 28, 2024; and

WHEREAS, the City received 13 applications in response to the solicitation, and based on the administrative review of those applications, the administration is recommending awards of \$100,000 each to nine community organizations that qualified for the funding; and

WHEREAS, federal rules relating to the use of ARPA funds require that the foregoing awards be memorized in contracts with the foregoing community organizations no later than December 31, 2024 and entirely spent by said organizations no later than December 31, 2026; and

WHEREAS, time is of the essence and ordinary council review and approval of individual awards on an individual basis is likely to delay preparation and execution of many of the necessary documents beyond December 31, 2024, and therefore the City Council desires to express approval for the awards in a single resolution,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane approves the award of ARPA funds to the following community organizations, each award equal to \$100,000, to be used for capital planning:

- APIC Spokane dba Asians for Collective Liberation,
- HBPA dba Nuestras Raices Centro Community,
- Latinos En Spokane,
- Manzanita House,

- Martin Luther King Jr. Family Outreach Center,
- Multi-Ethnic Business Association dba AHANA,
- Salish School of Spokane,
- Spectrum,
- Terrain; and

BE IT FURTHER RESOLVED, the City Council approves of the administration moving forward with each of the foregoing community organizations to prepare and execute relevant documents and contracts necessary to finalize and implement the awards, consistent with existing City and ARPA funding guidelines, all without further review by the City Council.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/27/2024

Clerk's File #

RES 2024-0089

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

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 - 2024 HOUSING RELATED SERVICES FUNDING RECOMMENDATIONS

Agenda Wording

The Affordable Housing Committee and CHHS Board have provided the Housing Related Services funding recommendations for 2024 HOME-ARP program and 1590 Sales and Uses Tax Revenue funds.

Summary (Background)

The Housing Related Services RFP was released May 29, 2024, and closed on July 17, 2024. A total of \$4,501,000 in funding for housing related supportive services associated with affordable housing was made available through a competitive application process. Eight application packets were recommended for funding by the Affordable Housing Committee. On September 4, 2024, the CHHS Board reviewed and approved the Affordable Housing Committee's recommendations.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 2,954,451

Current Year Cost \$ 2,954,451

Subsequent Year(s) Cost \$

Narrative

Expenses for HOME-ARP funded projects will be reimbursed by HUD during grant draw process for the HOME-ARP.

Amount

Budget Account

Expense \$ 1,779,440

1710-95657-51010-54201-99999 (HOME-ARP)

Expense \$ 1,175,011

1595-53122-51010-54201-99999 (1590)

Select \$

#

Select \$

#

Select \$

#

Select \$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

CHHS is requesting approval to allocate funds and to enter into legal agreements for the recommended projects.

Summary (Background)

The CHHS Board approved funding recommendations are included in the attached briefing paper.

Approvals

<u>Dept Head</u>	ANDERSON, ARIELLE M.
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

	hpage@spokanecity.org
jgammal@spokanecity.org	arielleanderson@spokanecity.org
dkinder@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Heather Page
Contact Email & Phone	hpage@spokanecity.org ; 6578; jgammal@spokanecity.org ; 6056
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	1680- 2024 Housing Related Services 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>On May 29, 2024, Community Housing and Human Services (CHHS), issued a Request for Proposals (RFP) for projects that increase the offering of housing related services to qualifying households connected with affordable housing. The projects selected for funding will receive either Home Investment Partnership-ARP program funds or 1590 Sales and Uses Tax Revenue funds.</p> <p>\$2,546,000 was available from HOME-ARP and \$1,955,000 was available from 1590 Sales and Uses Tax Revenue funds for the Housing Related Services funding round.</p> <p>The call for proposal was released after extensive discussions with community members, community leaders, and City of Spokane administration during the month of April 2024, culminating in meetings with the Spokane Alliance and Spokane Low Income Housing Consortium on May 3, 2024, and with the public at large on May 7, 2024. The May 7, 2024, meeting was posted publicly in the Spokesman Review, on the City’s website, through email distribution lists, and publicly noticed by City Council staff. The Housing Related Services RFP was released later than the Affordable Housing Development RFP to allow time for the vendor to build the new Housing Related Services application.</p> <p>The Housing Related Services RFP was publicly noticed in the Spokesman Review, on the City’s website, and through email distribution lists. The online posting included links to the RFP, the scoring criteria, and the application. A technical assistance workshop was provided to interested applicants on June 11, 2024. Between May 29, and July 17, 2024, eight organizations participated in individual technical assistance meetings for the RFP and application. The application closed on July 17, 2024.</p> <p>Ten applications were received. Two applications requested funding for ineligible activities in this funding round and were not considered for funding. A modified Affordable Housing Committee met on August 15, 2024, to review the averaged scores of the reviewers and to select project for funding. The Affordable Housing Committee was modified to include two members of the Housing Action Subcommittee. The following projects were recommended for funding:</p>

- **\$1,000,000, HOME-ARP funds, Thrive International, Supportive Housing Services Project.** Project will use funding for supportive services and program administration. Project will serve all qualifying HOME-ARP populations, with a focus on homeless and at-risk of homelessness households. Thrive anticipates serving 350 households.
- **\$159,940, HOME-ARP funds, Transitions, New Leaf Project.** Transitions will use funds to provide vocational supportive services to 143 households. New Leaf will serve all HOME-ARP qualifying populations, with a focus on homeless and at-risk of homelessness households.
- **\$428,677, 1590 funds, YWCA, DV Victim Services.** YWCA will use funding for supportive services. Project will serve approximately 260 households fleeing DV, earning 60% AMI or less.
- **\$355,060, 1590 Funds, Community Frameworks, Multi-Site Housing Related Services.** Requested funding to be used on supportive services, operations/maintenance across five properties. Anticipate serving 100 households, to include households exiting homelessness, or households of disabled persons earning 60% AMI or less.
- **\$250,326, 1590 funds, Transitions, Transitional Living Center project.** Project will use funding for supportive services and operations/maintenance. The TLC will serve households exiting homelessness, at-risk of homelessness, fleeing DV and earning 60% AMI or less. TLC anticipates serving approximately 21 households.
- **\$619,500, HOME-ARP funds, Tenants Union, Tenant Education & Empowerment project.** Tenants Union will use the funding for supportive services and program administration. The project will serve all HOME-ARP qualifying populations and anticipates serving 360 individuals.
- **\$73,164, 1590 funds, VOA, Hope House Emergency Shelter.** VOA will use the funds for supportive services and program administration. They will serve homeless, and any other qualifying population earning 60% or less AMI. VOA anticipates serving 461 individuals with this funding.
- **\$67,784, 1590 funds, VOA, Young Adult Shelter.** VOA will use the funds for supportive services. They will serve homeless, and at-risk of homelessness Youth and Young Adults earning 60% or less AMI. VOA anticipates serving 292 individuals with this funding.

A total of \$2,954,451 was requested from the eight applicants. The Affordable Housing Committee recommended full funding for all eight projects. After funding the eligible projects, \$766,560 remains in HOME-ARP funding, and \$779,989 remains in 1590 funding for a future funding round.

The CHHS Board approved the Affordable Housing Committee's recommendations on September 4, 2024.

The funding will be provided to the recipients as grants.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$2,954,451

Current year cost: \$2,954,451

Subsequent year(s) cost: 0

Narrative: Funding includes \$1,779,440 in HOME-ARP funding, and \$1,175,011 in 1590 funding

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Grants and Taxes

1710-95657-51010-54201-99999 (HOME-ARP) and 1595-53122-51010-54201-99999 (1590)

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?

1590 funds are specifically designated to serve persons with disabilities and behavioral health disabilities, Veterans, seniors citizens, persons who are homeless/at-risk of homelessness, unaccompanied youth and young adults, and domestic violence survivors, earning 60% AMI or less. HOME-ARP funds are allocated to projects focused on serving vulnerable populations regardless of AMI.

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

For HOME-ARP projects, data will be collected per HUD's requirements. For 1590 projects data will be collected through Neighborly.

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

For HOME-ARP projects, data will be collected per HUD's requirements. For 1590 projects data will be collected through Neighborly.

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 funded projects must align with the Consolidated Plan. Both HOME and 1590 funded projects aligned with multiple plans (Con Plan, HA Plan, CoC's 5-year Plan) in this funding round.

RESOLUTION 2024-0089

A resolution setting forth the City Council's approval and endorsement of funding for contracts for CHHS arising from the HOME-ARP program allocation, and from the 1590 Sales and Uses Tax Revenue allocation for housing related services and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS on May 3, 2024, the Community, Housing, and Human Services (CHHS) Department met with City of Spokane community members to gather public feedback on affordable housing funding priorities, and

WHEREAS on May 7, 2024, the CHHS Department held a public meeting to gather public feedback on funding priorities, and

WHEREAS, CHHS accepted applications for housing related services funding through an open, competitive process May 29, 2024-July 17, 2024; and

WHEREAS, on September 4, 2024, the CHHS Affordable Housing Committee thoroughly reviewed the applications and recommended eight projects for funding. These projects are:

1. Thrive International, Supportive Housing Services, supportive services and program administration activities.
2. Transitions, New Leaf, vocational supportive services activities
3. YWCA, DV Victim Services, supportive services activities
4. Community Frameworks, Scattered Sites, supportive services activities
5. Transitions, Transitional Living Center, supportive services, and operations/maintenance activities
6. Tenants Union, Tenant Education & Empowerment, supportive services and program administration
7. Volunteers of America Eastern WA & Northern ID, Hope House Emergency Shelter, supportive services and program administration
8. Volunteers of America Eastern WA & Northern ID, Young Adult Shelter, supportive services activities.

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; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this housing related services funding round 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 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

2024 HOUSING RELATED SERVICES APPLICATION TRACKING LOG

Funding Source	Project Organization	Project Name	Project Location	Project Type	Qualifying Populations	Annual Assistance Requested	Total Amount Requested From City	Amount of Funding Recommendation	Score
HOME-ARP	Thrive International	Thrive International Supportive Housing Services Project	110 E. 4th Ave	Supportive services, program admin	Homeless, at-risk of homelessness, any other QP that meets requirements	\$333,333	\$1,000,000	\$1,000,000.00	92
HOME-ARP	Transitions	New Leaf	Scattered Sites	Vocational and supportive services	Homeless, at-risk of homelessness, any other QP that meets requirements	\$53,312	\$159,940	\$159,940.00	90
1590	YWCA	Services for Special Populations: DV Victim Services	930 N. Monroe	Supportive services	Households fleeing DV, 60% AMI	\$244,578	\$428,677	\$428,677.00	90
1590	Community Frameworks	CF Multi-Site Housing-Related Services	424 W 7th Ave, 315 W MISSION AVE, 3024 E HOFFMAN AVE. 1 S	Supportive services, ops/maintenance	Disabled, Homeless, 60% AMI	\$177,530	\$355,060	\$355,060.00	90
1590	Transitions	TLC	3128 N. Hemlock St	Supportive services, ops/maintenance	Exiting homelessness, at-risk of homelessness, fleeing DV, 60% AMI	\$125,163	\$250,326	\$250,326.00	88
HOME-ARP	Tenants Union	Tenant Education & Empowerment in Spokane	25 W. Main Third Floor Suite 217	Supportive services, program admin	Will serve all QPs	\$206,500	\$619,500	\$619,500.00	86
1590	Volunteers of America E WA & N ID	Hope House Emergency Shelter	318 S Adams	Supportive services, program admin	Homeless, all other QPs, 60% AMI	\$36,582	\$73,164	\$73,164.00	86
1590	Volunteers of America E WA & N ID	Young Adult Shelter	3104 E Augusta Avenue	Supportive services	Homeless, at-risk of homelessness Youth and Young Adults, 60% AMI	\$33,892	\$67,784	\$67,784.00	85
Not eligible	Providence Community Clinic	Housing is Health Care Service Expansion	32 W 2nd Ave.	Street outreach	-	-	-	-	-
Not eligible	Jewels Helping Hands	Transitional housing for medically fragile individuals	904 E. Hartson	Building acquisition, supportive services for building	-	-	-	-	-

\$2,546,000	HOME-ARP Available	\$1,779,440	HOME-ARP Allocated	\$766,560	HOME-ARP Remaining
\$1,955,000	1590 Available	\$1,175,011	1590 Allocated	\$779,989	1590 Remaining
\$4,501,000.00	Total Available	\$2,954,451	Total Allocated		

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/26/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/22/2024

Clerk's File #

RES 2024-0090

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Requisition #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON MCATHCART PDILLON

Agenda Item Name

0320-SOLE SOURCE RESOLUTION FOR COPS

Agenda Wording

Resolution designating Community Oriented Policing Services (COPs) as a sole source provider and authorizing a 5-year contract without public bidding.

Summary (Background)

Spokane Community Oriented Policing Services (COPs) is a non-profit corporation formed to assist neighborhoods in organizing and operating COPs stations. COPs stations act as liaisons with the Spokane Police Department (SPD) and community groups and the public. COPs current 5-year contract with the City was entered in 2020 and expires on December 31, 2024 (OPR 2020-0306). COPs is seeking a new 5-year contract on same or similar terms, with an increase in the annual funding.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$ 467,964

Subsequent Year(s) Cost

\$ TBD

Narrative

Actual annual contract amount for the proposed COPs contract has yet to be determined. COPs is seeking a new 5-year contract at an equal or greater amount to cover the period from 2025-2029.

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

BUSTOS, KIM
SCHOEDEL, ELIZABETH

Distribution List

spdfinance@spokanecity.org

Committee Briefing Paper

Finance & Administration Committee

Committee Date	08/26/24
Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org / 625-6224
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Sole Source Resolution for COPs (Community Oriented Policing)
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>Spokane Community Oriented Policing Services (COPs) is a non-profit corporation formed to assist neighborhoods in organizing and operating COPs stations. COPs stations act as liaisons with the Spokane Police Department (SPD) and community groups and the public. Spokane COPS organization runs a variety of different programs out of its Spokane COPS shops, such as Blockwatch, Neighborhood Observation Patrols, Bike Registration, Operation Family ID, Latent Finger Printing, Safe Streets, Mounted Patrol, Paws on Patrol, Off Road Patrol, and National Night Out, among others. COPs is nationally recognized as an innovative community-oriented policing model.</p> <p>The City of Spokane and the Spokane Police Department have contracted with Spokane COPS since 1993 for these services. At least as recently as 2008 the COPs contract was awarded as a sole source (RES 2007-0146).</p> <p>COPs current 5-year contract with the City was entered in 2020 and expires on December 31, 2024 (OPR 2020-0306). The annual contract amount for year 2024 is \$467,964.46 COPs is seeking a new 5-year contract on same or similar terms, at an equal or greater amount to cover the period from 2025-2029.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>Click or tap here to enter text.</u> Current year cost: \$467,964.46 Subsequent year(s) cost: TBD Narrative: <u>Actual annual contract amount for the proposed COPs contract has yet to be determined. COPs is seeking a new 5-year contract at an equal or greater amount to cover the period from 2025-2029.</u> Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? TBD 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)

- What impacts would the proposal have on historically excluded communities?

COPs is an essential part of community policing support, especially in historically underrepresented portions of the city.

- 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?

COPs tracks its public contacts and services and annually reports on its program activities and volunteer hours.

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

See above. COPs annually reports on its program activities

- 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?

Contracts with COPs have been approved – and the value of its programs reaffirmed - regularly since 1993.

Council Subcommittee Review

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

Not applicable

RESOLUTION NO. 2024-0090

A RESOLUTION declaring Spokane Community Oriented Policing Services (“COPS”) a sole source for the providing of community policing programs, and authorizing a multi-year contract with the organization.

WHEREAS, the City endorses the philosophy of community-oriented policing, which combines the efficiency of patrolling with the personal involvement of the old police "beats"; and

WHEREAS, Spokane COPS (cops), a non-profit 501(c)(3) corporation, was formed to assist neighborhoods in organizing and operating COPS stations, act as a liaison with the Spokane Police Department (SPD) and community groups and the public; and to act as a tax-exempt organization for receipt of charitable contributions to the C.O.P.S. program; and

WHEREAS, since 1993 the City of Spokane and the Spokane Police Department have contracted with Spokane COPS to provide a program whereby neighborhoods could partner with the police department in improving their safety and quality of life; and

WHEREAS, the Spokane COPS organization runs a variety of different programs out of its Spokane COPS shops, such as Blockwatch, Neighborhood Observation Patrols, Bike Registration, Operation Family ID, Latent Finger Printing, Safe Streets, Mounted Patrol, Paws on Patrol, Off Road Patrol, and National Night Out, among others; and

WHEREAS, the program has received national and international attention as one of the most innovative community policing programs worldwide; and

WHEREAS, the board and staff of Spokane COPS have nearly two decades of experience administering community-oriented policing programs; and

WHEREAS, the COPS program is recognized locally as a key component in the police department’s capacity to deliver a high level of service through empowering citizens in the community; and

WHEREAS, pursuant to Spokane Municipal Code Chapter 07.06, procurement of personal services is ordinarily by public bidding or proposal when the estimated cost of such services exceeds fifty thousand dollars in a twelve-month period; and

WHEREAS, Spokane COPS current is providing services under an agreement executed with the City of Spokane and the Spokane Police Department on March 30,

2020, which agreement expires December 31, 2024, unless extended or renewed as provided in the agreement; and

WHEREAS, pursuant to Spokane Municipal Code Section 07.06.170, the City Council may waive competitive bid processes for contracts over the minor contract threshold if the requested services “are clearly and legitimately limited to a single source of supply as determined by documented research,” or if the requested services involve special facilities or market conditions; and

WHEREAS, the City is not aware of any other organization other than COPS that is capable of providing community-oriented policing programs in the Spokane region, assuming purchasing staff were to solicit bids or proposals for the service; and

WHEREAS, the City Council desires to recognize Spokane COPS as a sole source provider prior to expiration of the current agreement.

- NOW, THEREFORE,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares Spokane Community Oriented Policing Services (“COPS”) a sole source for the providing of community oriented policing programs for the City of Spokane; and

BE IT FURTHER RESOLVED that staff is authorized to extend the current agreement according to its terms, or to negotiate and execute a new multi-year contract for 2024 through 2028 without competitive bidding, subject only to the requirement that any final agreement above the minor contract amount is approved by the city council.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



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

\$

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Select

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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

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ebrown@spokanecity.org

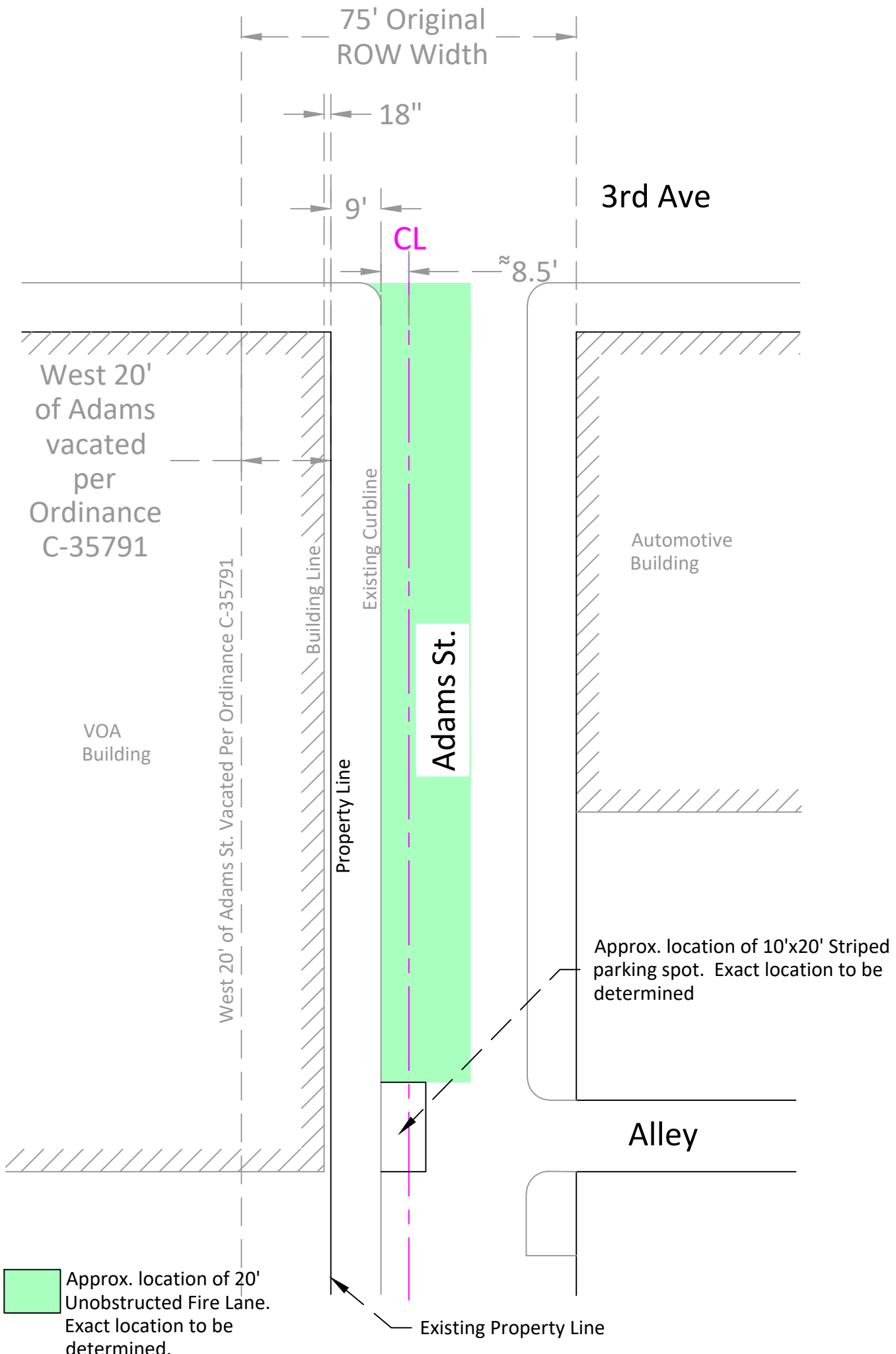
edjohnson@spokanecity.org

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/MCI Metro, 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:

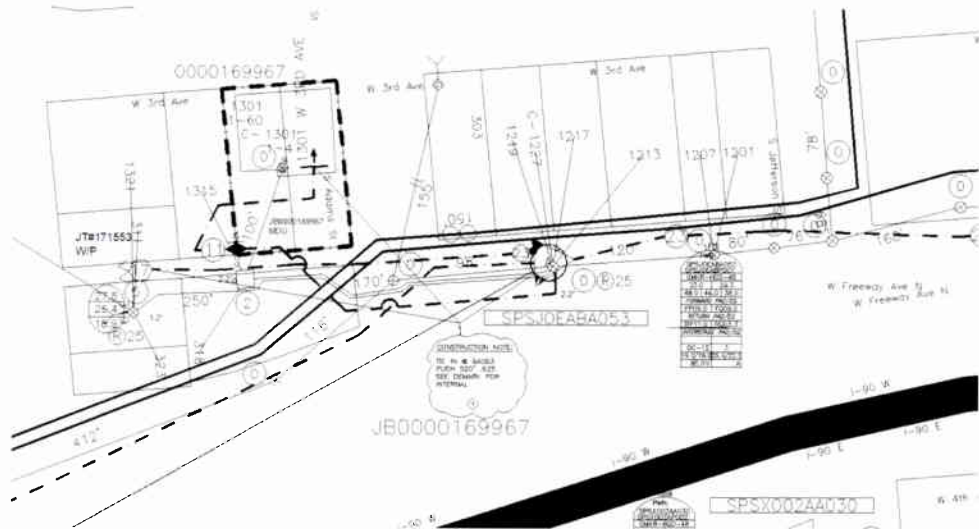
AVISTA UTILITIES

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.



Alleyway - We have no objections to the vacation as long as we can maintain an easement to allow us to access our existing aerial cable.

CENTURYLINK

Adams St. - CenturyLink is changing from aerial cable facilities to buried cable facilities in the W 3rd Ave-I-90 Alley from the east side of S Adams St extending west due to Avista rearranging a pole line. CenturyLink wants to maintain easements. Please see the attached drawing

<p>Job Location: 1301 W 3RD AVE</p>		<p>Narrative/Special Remarks</p> <p>THIS PROJECT IS FOR THE RELOCATION OF AERIAL FACILITIES IN THE ALLEY WAY BEHIND 1301 W 3RD AVE. WE ARE REMOVING A 300R COPPER CABLE AND PLACING A NEW UNDERGROUND PATH DUE TO AVA REARRANGING A POLE LINE.</p>
<p>DEVELOPER CONTACT</p> <p>Hold Order Information</p> <p>Service Order # _____ Customer Terminal# _____</p> <p>Customer Name: _____ Cable Assignment: _____</p> <p>Customer Address: _____ Cross Connect: _____</p>		
<p>Misc. Information</p> <p>Order # _____</p> <p>Order Location # _____</p> <p>Order Date _____</p> <p>Order Status _____</p>		
<p>RELEVANT</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>BY: _____</p>		
<p>ECD: 5/29/2020 </p>		
<p>PN PROJECT</p> <p>N.681690 F.2724120</p>	<p>PROJECT NAME</p> <p>_____</p>	<p>PROJECT OFFICE</p> <p>_____</p>
<p>PROJECT MANAGER</p> <p>_____</p>	<p>PROJECT ENGINEER</p> <p>_____</p>	<p>PROJECT SUPERVISOR</p> <p>_____</p>

Alleyway - CenturyLink has cable facilities in the right-of-way and would like to retain utility easements rights. These rights should provide for maintenance, construction, and reconstruction as needed.

ASSET MANAGEMENT - CAPITAL PROGRAMS

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/MCIMetro 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:** Urban Experience **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/29/2024

Clerk's File #

ORD C36575

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM X6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

KKLITZKE PDILLON

Agenda Item Name

0520 - ORDINANCE RE PRESERVATION OF SALVAGEABLE MATERIALS

Agenda Wording

Ordinance creating a new chapter 15.06 to SMC and requiring the preservation of salvageable materials from historic properties during demolition or deconstruction.

Summary (Background)

Under this ordinance, structures listed on the Spokane Register of Historic Place and structures that are aged 50 years or older and eligible for historic designation will be required to maximize the preservation and reuse of salvageable materials when the property owner seeks to demolish the building. The Historic Preservation Office is charged with implementing this policy and supporting property owners and applicants with guidance on preserving salvageable materials.

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

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Select

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ORDINANCE NO C36575

An ordinance regarding the preservation of salvageable material; amending section 08.02.031 of the Spokane Municipal Code; adopting a new chapter 15.06 to Title 15 of the Spokane Municipal Code.

WHEREAS, historic preservation programs result in measurable economic development and community revitalization; and

WHEREAS, it is a priority of the City of Spokane to preserve and protect Spokane's historic districts, sites, structures, and objects; and

WHEREAS, the City of Spokane Comprehensive Plan policy DP 3.12 calls for the City to "Encourage the deconstruction and reuse of historic materials and features when historic buildings are demolished"; and

WHEREAS, the implementation of a deconstruction and preservation of salvageable materials policy will ensure that reuseable materials from historical structures are preserved; and

WHEREAS, the City of Spokane Comprehensive Plan Policy CFU 5.5 calls for the City to "provide integrated, efficient, and economical solid waste management services in a manner that encourages and promotes waste reductions and recycling and minimizes environmental and public health impacts."

WHEREAS, Mayor Brown's Transition Team recommended that Mayor Brown should look to accelerate waste reduction efforts.

WHEREAS, the implementation of a deconstruction and preservation of salvageable materials policy will divert demolition from the waste stream and will reduce exposure and the release of toxic particulates into the air and environment.

WHEREAS, the City of Spokane Sustainability Action Plan Strategy 3 calls for the City to "promote, support, and incentivize a circular economy"; and

WHEREAS, the deconstruction and preservation of salvageable materials can create employment and economic opportunities in recycling industries and provide additional business opportunities; and

WHEREAS, SMC 15.05.020 calls for the City to reduce greenhouse gas emissions created within its boundaries; and

WHEREAS, the deconstruction and preservation of salvageable materials reduces greenhouse gas emissions by keeping the materials out of landfills.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 15.06 to Title 15 of the Spokane Municipal Code to read as follows:

Chapter 15.060	Preservation of Salvageable Materials
15.06.010	Purpose and Findings
15.06.020	Definitions
15.06.030	Deconstruction Requirements
15.06.040	Salvageable Materials
15.06.050	Authority of Historic Preservation Office
15.06.060	Compliance
15.06.070	Exemptions

15.06.010 Purpose and Findings

It is a priority of the City of Spokane to reduce waste by promoting, supporting, and incentivizing a circular economy. The City finds that the adoption of a policy requiring the deconstruction of certain structures can maximize the reuse of valuable building materials and reduce emissions associated with the demolition and disposal of building materials.

15.06.020 Definitions

- A. "Deconstruction" means the systematic dismantling of a structure, typically in the opposite order it was constructed, in order to maximize the salvage of materials for reuse, in preference over salvaging materials for recycling, energy recovery, sending the materials to a landfill or the City's Waste-to-Energy Facility.
- B. "Demolition" means the complete or partial removal of a structure from a site.
- C. "Period of Deconstruction" means the period beginning on the date the City issues a demolition permit with deconstruction requirements and ending on the date the City's Historic Preservation Office approves the Post-Deconstruction Form.
- D. "Post-Deconstruction Form" means an inventory of materials salvaged for reuse or for donation, as well as materials disposed of by landfill or through the Waste-to-Energy Facility, completed after the deconstruction is complete.
- E. "Pre-Deconstruction Form" means a salvage plan which includes an inventory of materials to be salvaged for reuse or donation as part of a demolition permit requiring deconstruction.
- F. "Recycling" means the processing of waste materials into new products or material feedstock for products.

G. "Reuse" means the utilization of a product or material that was previously installed for the same or similar function to extend its life cycle. Materials salvageable for reuse include but are not limited to cabinets, doors, hardware, fixtures, flooring, siding, windows, and framing lumber.

H. "Structure" means any building meeting the qualifications of SMC 15.06.030A.

15.06.030 Deconstruction Requirements

A. The deconstruction requirements of this chapter apply to demolition permit applications under SMC 17G.010.100 for structures that have been designated as historic subject to the demolition provisions of SMC 17D.100.230 and structures built 50 years ago or earlier that are eligible for listing on the Spokane Register of Historic Places as determined by the Historic Preservation Office.

B. A property owner or applicant requesting demolition of a structure subject to this chapter shall submit to the Historic Preservation Office a completed Pre-Deconstruction Form listing the targeted salvageable materials and final destinations of the salvaged material along with the required permit and application fees as enumerated in SMC Section 08.02.

C. The Historic Preservation Office shall conduct a site visit and approve the Pre-Deconstruction Form before deconstruction can begin.

D. Upon consent of the property owner or applicant, the Historic Preservation Officer or designee may conduct site inspections throughout the Period of Deconstruction to assure compliance with this chapter.

E. A Post-Deconstruction Form shall be submitted within ten (10) calendar days after completion of the deconstruction work. The Post-Deconstruction Form shall contain the following information:

1. Itemized receipt of materials and quantities donated to a nonprofit or community-based organization;
2. Itemized receipt or photographs of materials and quantities sold;
3. Itemized list and photographs of salvaged material that will be re-used or used at another site; and
4. Transaction receipts or weight tickets for all materials sent to a material recovery facility or disposal facility such as a transfer station, landfill, or the City of Spokane Waste-to-Energy Facility.

F. The Historic Preservation Office shall review and approve the Post-Deconstruction Form

and any additional materials provided to determine compliance with this chapter before the issuance of additional building permits.

G. This chapter requires compliance with all local, state, and federal laws and regulations concerning demolition, testing, abatement, and disposal for any materials containing asbestos, lead, or other hazardous materials.

H. All hauling, sorting, and disposal of materials shall be in compliance with SMC 13.02.0204 and materials designated for disposal must be hauled to a permitted facility located within Spokane County in accordance with Chapter 7.4 and 7.5 of the Spokane Regional Solid Waste Comprehensive Plan.

15.06.040 Preservation of Salvageable Materials

A. Materials shall be removed by hand to the greatest extent possible to maximize potential for reuse. Nails, screws, or other items used to secure materials in place shall be removed to the greatest extent possible to maximize potential for re-use. Heavy equipment may be used, provided heavy equipment is not used to remove or dismantle components of the structure in ways that render the building materials unsuitable for salvage.

B. The property owner or applicant may sell, donate, or re-use any materials from a deconstruction site before the materials leave the site, provided the property owner or applicant documents the disposition of materials in the Post-Deconstruction Form.

C. Materials shall be stored and covered to protect them from exposure to weather and to permeable ground contact during the period of deconstruction.

15.06.050 Authority of the Historic Preservation Office

A. The Historic Preservation Office may adopt rules and procedures necessary to implement and enforce the provisions of this chapter.

B. With consent of the property owner or applicant, the Historic Preservation Office may conduct site visits to provide assistance to a property owner or applicant and contractors complying with the provisions of this chapter.

15.06.060 Compliance

A. This chapter shall be enforced by the Historic Preservation Office under the City’s civil infraction system, pursuant to chapter [01.05 SMC](#). The Historic Preservation Office is the “code enforcement officer” as designated by [SMC 01.05.020\(B\)](#).

B. A violation of this chapter is a class 1 civil infraction.

C. Pursuant to [SMC 01.02.950\(A\)](#), the Historic Preservation Office may refer violations or imminent violations of this chapter to the city attorney for actions in Superior Court seeking declaratory or injunctive relief.

D. Failure to complete deconstruction, removal of materials, and obtain approval of the Post-Deconstruction Form within the period of deconstruction may result in the City completing the deconstruction work of the structure at the applicant or property owner’s expense.

15.06.070 Exemptions

A. A structure may be deemed unsuitable for the deconstruction provisions of this chapter by the Historic Preservation Office in consultation with the Fire Marshal, Code Enforcement, or Building Official if the structure is an imminent threat to life, safety, or property.

B. The Historic Preservation Office may exempt a structure eligible for deconstruction if it is determined that the majority of the material in the structure is not suitable for reuse.

C. A property owner or applicant may make a request for exemption by submitting a written request to the Historic Preservation Office with supporting documentation when submitting a demolition permit application. The Historic Preservation Office shall make a final determination of the exemption request appealable to the Hearing Examiner.

Section 2. That Section 08.02.031 of the Spokane Municipal Code is amended as follows:

Section 08.02.031 Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
 - a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually;
or
 - b. contract valuation, whichever is greater.

2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
 - a. one hundred fifty dollars per square for recovering roofs;
 - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
 - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
 - d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
 - a. all commercial building permits;
 - b. all industrial building permits;
 - c. all mixed use building permits; and
 - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
 - a. single-family residences; and
 - b. duplexes.

4. Plan review fees are twenty-five dollars for:
 - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
 - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
3. The processing fee is twenty-five dollars.
4. ~~For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars. For any listed or contributing building within a Spokane Register Historic District or building determined to be eligible for listing on the Spokane Register of Historic Places: one thousand five hundred dollars.~~
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

100 or less

28.00

100 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.0 lus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.0 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).
4. The processing fee is twenty-five dollars.

G. Sign Permits.

1. Sign permit fees are:
 - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
 - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

H. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

J. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy- five dollars.
2. The development services review fee is fifty dollars.

3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

L. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

M. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:
 - a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
 - b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

N. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:
 - a. seventy-five dollars for those accessory to a single-family residence;
and
 - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.

4. Mechanical, electrical and fence permits are additional.

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

Q. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

R. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars, must be paid prior to the issuance of the permit(s).

S. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.

6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.
7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

U. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.

- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

V. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

W. Temporary Accessory Dwelling Unit (ADU) Fee Waivers.

- 1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 08.02.031 associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.
- 2. The fee waiver described in this subsection 08.02.031(W) shall expire at 5:00 p.m. on December 31, 2024.

X. Solar Permits.

- 1. For single-family residence, duplex, and associated accessory structure installations and modifications eligible for review under the adopted International Residential Codes.
 - a. Plan Review: seventy-five dollars

- b. SFRD Inspection Fee: one hundred fifty dollars
 - c. Electrical Service Fee: assessed in accordance with [SMC 08.02.032\(C\)\(2\)](#).
2. For all other installations and alterations.
- a. Plan Review Fee: sixty-five percent of the MFCOM Inspection Fee.
 - b. MFCOM Inspection Fee: calculated based on the table included in Section 08.02.031(A).
 - c. Electrical Service Fee: assessed in accordance with [SMC 08.02.032\(C\)\(2\)](#).
3. Additional electrical fees in accordance with [SMC 08.02.032](#).
4. Energy Storage Systems: fifty dollars.

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:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/29/2024

Clerk's File #

ORD C36576

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM X6779

Requisition #**Contact E-Mail**

AMCDANIEL@ SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE ZZAPPONE

Agenda Item Name

0520-ORDINANCE MODIFYING RENTAL REGISTRY REQUIREMENTS

Agenda Wording

Ordinance streamlining process for waivers from registration fee for rental registry, limiting right to increase right or evict if landlord does not have business license or participate in the rental registry program.

Summary (Background)

Current SMC 10.57 requires creation of a rental registry and an application process for securing a waiver of the required rental registry fee for landlords offering below-market rate rentals. This ordinance streamlines the process for securing waivers by exempting properties automatically from the fee, and imposes additional restrictions on landlords who are not registered or who operate without business licenses.

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

\$

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Select

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\$

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\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Administration
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org , 509-625-6779
Council Sponsor(s)	Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Ordinance streamlining rental registration requirements
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 adopted Ordinance in February 2023 establishing business license and registration requirements for residential rental properties (SMC 10.57.020). The City has engaged in extensive outreach and education about the residential rental registry requirements; however, some residential rental properties have failed to comply with this ordinance. This proposed ordinance seeks to improve compliance with the City’s rental registry program by protecting residents living in unregistered residential rental properties from rent increases and eviction.</p> <p>SMC 10.57.020 also provides a waiver from the annual unit fee (\$15 per year) for units offered to low-income tenants. The current code lacks definition of “low-income” and clarity on how these waivers may be verified. This proposed ordinance will streamline the low-income unit waiver program by utilizing data from local, state, and federal affordable housing programs to determine eligibility for the annual unit fee waiver.</p> <p>SMC 10.57.040 establishes the process for cause-based and periodic inspections of residential rental housing conducting the Code Enforcement. This proposed ordinance specifies that the International Code Council's International Property Maintenance Code as the context for deficiency categories in addition to the substandard building factors found in SMC 17F.070.400.</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: N/A</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance has no financial impact.</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 seeks to protect residents living in residential rental properties that have failed to comply with the City's residential rental registration program.</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>This ordinance will improve the identification of low-income housing units and should improve overall compliance with the City's residential registration program.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>There may be programs providing affordable housing units not included in the waiver program under the proposed ordinance. To ensure fairness and to meet the intent of the waiver, the code may need to be updated if other programs providing affordable housing units are identified.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Spokane Municipal Code 10.57.</p>

ORDINANCE NO C36576

An ordinance streamlining rental registration requirements; amending sections 10.57.020, and 10.57.040 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36330 in February 2023 establishing business license and registration requirements for residential rental properties; and

WHEREAS, the City of Spokane has engaged in extensive outreach and education about the residential rental registry requirements; and

WHEREAS, the City of Spokane seeks to prevent evictions and increases in rent for residents residing in properties not complying with the City's rental registry program; and

WHEREAS, Ordinance C36330 provided a waiver of the annual residential rental unit fee for units offered to low-income tenants; and

WHEREAS, the City of Spokane seeks to ensure compliance with the low-income unit waiver provision by utilizing publicly available lists of affordable housing units through local, state, and federal affordable housing programs.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 10.57.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.020 Business Licensing and Registration

- A. Pursuant to Chapter 08.01 SMC, owning, renting, or leasing real property located in the City of Spokane constitutes engaging in business in the City and requires an annual business license and registration. ~~((Beginning on January 1, 2024, no))~~ No person shall make available for rent, or rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the residential rental property at which the unit is located pursuant to subsection (C) of this section.
- B. The annual fee for registering the business activity of renting residential real property shall be the standard annual fee described in SMC 08.02.0206(A) plus an additional \$15 per residential rental unit per year. ~~((Landlords offering below market cost rentals to low income tenants may seek a waiver of the \$15 annual fee by registering with the City's affordable rental housing incentive program that will be developed by the Department of Community, Housing and Human Services.))~~ Units exempt from the annual \$15 fee are:

1. units in a federally funded property owned or operated by a public housing authority under chapter RCW 35.82.

2. units in a property that is funded through a housing assistance program under RCW 43.185.

3. affordable housing units in a property that is funded through the City's housing programs under SMC Title 08.

4. units in a property occupied by a tenant utilizing a Housing Choice Voucher or Veterans Affairs Supportive Housing (VASH) Voucher.

- C. Application for a residential rental registration shall be made to the City through a web portal established by the City of Spokane IT Department. The application shall include the applicable registration fee set forth in SMC 08.02.0206(A) and paragraph (B) of this section, including late fees if applicable, a declaration of compliance as described in subsection (G) of this section and a complete list of individual residential rental units under the applicant's ownership or control, including the street address of each unit, identification of whether the unit is offered at market rate or below market rate rent, whether the unit is occupied or unoccupied at the time of registration, and such other information as required in order to carry out the intent of this chapter.
- D. A property management company may apply for and secure the required business registration on behalf of a residential rental property owner.
- E. A residential rental registration expires on December 31st of the calendar year following registration or renewal.
- F. The residential rental registration is transferable to any person who has acquired ownership of a registered rental property for the unexpired portion of the one-year term for which it was issued.
- G. As a condition to the issuance and/or renewal of a residential rental registration, an applicant shall provide a valid declaration of compliance addressing each rental unit in the rental property prior to the issuance of a residential rental business registration. A declaration of compliance submitted under this chapter must state that each unit complies with the requirements and standards in RCW 59.18.060.
- H. Property owners or their property managers shall provide each tenant a digital link to the website established pursuant to SMC 10.57.030(B) and if the tenant doesn't have access to the internet advise them to call 311 for more information on tenant rights and responsibilities.
- I. A person may not increase the periodic or monthly housing costs charged to a tenant if the person does not have an annual City of Spokane business license

or has not complied with the requirement of registering each residential housing unit with the City of Spokane and certification that each residential housing unit complies with the requirements and standards of RCW 59.18.060.

- J. A person may not evict a tenant if the person does not have an annual City of Spokane business license or has not complied with the requirement of registering each residential rental property unit with the City of Spokane and certification that each residential rental property unit complies with the requirements and standards of RCW 59.18.060. A person complies with this section if he or she has obtained an annual business license, and the residential rental property unit is registered with the City of Spokane before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give a person time to license the rental housing unit and to obtain an annual City of Spokane business license.

Section 2. Section 10.57.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.040 Inspections

- A. The City of Spokane's Code Enforcement Department may conduct both periodic and cause-based inspections of all residential rental property that is subject to this chapter.
1. Periodic inspections: Subject to the limitations in RCW 59.18.125, the Director of Code Enforcement or designee may periodically select from registered properties containing rental housing units the properties to be inspected by Code Enforcement as long as the tenant of the residence consents or a lawful court-ordered warrant for inspection is secured. The property selection process shall be based on a methodology adopted by the Director that will further the purpose of this chapter. The inspection shall review for compliance with the standards set forth in [SMC 17F.070.400](#) and other applicable state and local statutes.
 2. In addition to periodic inspections, the Code Enforcement department is also authorized to conduct cause-based inspections, including those provided for under RCW 59.18.115. Where context is needed in addition to the deficiency categories in SMC 17F.070.400, Code Enforcement staff will utilize the latest edition of the International Code Council's International Property Maintenance Code for that context as it may apply to both periodic and cause-based inspections.

3. Code Enforcement will prioritize resources based on the level of safety sensitivity to be addressed by an inspection and available resources.
- B. No fees shall be assessed to landlords or tenants for the initial inspection authorized of this section.
1. If a deficiency is discovered during the initial inspection conducted under paragraph (A)(1) of this section, Code Enforcement may schedule a second inspection to review for remedy of the deficiency and compliance with the standards set forth in [SMC 17F.070.400](#) and other applicable state and local statutes.
 2. Upon second inspection, if the deficiency is not remedied, Code Enforcement may schedule subsequent deficiency inspections and assess fees against the residential rental unit's registrant for the additional safety inspections as established in [SMC 08.02.031\(S\)](#).
 3. Failure to pay assessed fees will bar renewal of a residential rental unit business registration.
 4. At the discretion of the Director, Code Enforcement may issue notices of violation and infraction pursuant to SMC 01.05.040 for residential rental units that do not comply with the standards set forth in [SMC 17F.070.400](#). Additionally, the Director or designee of the Director may issue a complaint to the residential rental unit's registrant pursuant to [SMC 17F.070.420](#) to proceed through a building official hearing pursuant to [chapter 17F.070 SMC](#).
 5. A repeat offender is defined as the owner of residential rental unit(s) who has a confirmed non-compliance history, including any identical or similar violations of [SMC 17F.070.400](#), Existing Building and Conservation Code, at the same site or on a different tax parcel under the same ownership, two times within a 12-month period. If an owner is found to be a repeat offender, they may be subject to a non-compliance fee of \$2,500 per violation that is not resolved by the compliance timeframe listed on the Code Enforcement Notice of Violation.
- C. Code Enforcement may utilize revenues received from business registrations pursuant to [SMC 10.57.020](#), [SMC 08.02.0206](#), and [SMC 07.08.139](#) to:
1. Create at least three additional dedicated inspector positions for residential rental housing;
 2. To develop and maintain the rental registry described in [SMC 10.57.020](#).

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: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd

7/22/2024

Clerk's File #

ORD C36577

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CANDI DAVIS 625-6719

Requisition #

Contact E-Mail

CLDAVIS@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE MCATHCART

Agenda Item Name

0320- ORDINANCE EXPANDING SIT AND LIE PROHIBITION CITY WIDE

Agenda Wording

Ordinance Expanding prohibition on illegal sit and lie activities from to all locations in city limits

Summary (Background)

Current Spokane Municipal Code 10.60.020 limits the geographic scope of certain "sit and lie" prohibitions to the downtown core, in part because of the limitations on enforcement under Boise v. Martin (which required adequate shelter space before enforcing laws against camping and occupying public spaces). This ordinance amends SMC 10.60.020 so that all of its provisions apply city-wide.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ Unknown

Current Year Cost \$ Unknown

Subsequent Year(s) Cost \$ Unknown

Narrative

Enforcement of sit and lie laws still requires adequate signage of the law, and practical enforcement depends on availability of police and code enforcement forces. Costs of signage and enforcement have not been calculated.

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	City Council
Contact Name	Candi Davis
Contact Email & Phone	cldavis@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320 – Ordinance Expanding Prohibition on Sit and Lie
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>Current Spokane Municipal Code 10.60.020 limits the geographic scope of certain “sit and lie” prohibitions to the downtown core, in part because of the limitations on enforcement under <u>Boise v. Martin</u> (which required adequate shelter space before enforcing laws against camping and occupying public spaces). With the recent Supreme Court decision in <u>City of Grants Pass v. Johnson</u>, Spokane’s anti-camping and anti-“sit and lie” laws can be enforced regardless of the availability of shelter space.</p> <p>This ordinance amends SMC 10.60.020 so that all of its provisions apply city-wide.</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: Unknown Subsequent year(s) cost: Unknown Narrative: Enforcement of sit and lie laws still requires adequate signage of the law, and practical enforcement depends on availability of police and code enforcement forces. Costs of signage and enforcement have not been calculated. 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? <p>Illegal sit and lie activities, while primarily a problem in the downtown core, affect citizens and businesses throughout the city, in all neighborhoods and business districts. Enacting this ordinance ensures that all neighborhoods, including those in historically excluded communities, benefit from the same protective ordinance that now only benefits the downtown core.</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?

Unclear at his time, but some data should be available as part of the regular reporting of code enforcement activities.

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

Unclear at his time, but some data should be available as part of the regular reporting of code enforcement activities.

- 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 ordinance is consistent with SMC 12.02.1010, adopted by the voters of Spokane as Proposition 1 in 2023, and which expanded the scope of anti-camping provisions throughout the City.

Council Subcommittee Review

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

Not applicable

July 17, 2024

Betsy Wilkerson
City Council President
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

Dear City Council President Betsy Wilkerson:

We appreciate your willingness to listen and your forward thinking on these concerns. East Spokane Business Association (ESBA) along with WSDOT have worked diligently to complete several NSC and East Central projects. ESBA and the East Central Neighborhood Council (ECNC) have been leading voices on improving connectivity, promoting long range plans, and ensuring sustainable transportation will be built throughout our district and neighborhood.

ESBA could rest easily with our accomplishments. However, we realize that there are several items that the City of Spokane needs to place onto the City of Spokane's 6 Year Capital Project Program (or sooner when monies are available). Please read the list below:

- Sprague and Altamont Intersection
 - Altamont needs to be widened to accommodate turn signals in all four directions
 - "No parking" signs need to be posted on all properties near the intersection
 - This has been previously approved by the property owners
 - This will provide congestion relief and pedestrian safety
 - Create traffic calming caused by traffic backup which currently encourages drivers to go through the neighborhoods
- Connect electricity to the light poles along Sprague for holiday lighting and events
- ESBA recommends the Yellow Option 3 for Children of the Sun Trail connectivity.
- Add roundabouts at Perry & 2nd and 3rd Avenues
- Add roundabouts at Havana & 2nd and 3rd Avenues

We believe that these solutions will future proof our District. Your assistance in ensuring that these components are implemented will continue the path that we are on. We envision our District growing both in business and with new residential demands. These projects are important for connectivity that solves our needs well into the future. We encourage your participation in targeting these projects toward completion to engrave your heart beats into our neighborhood.

Thank you for the opportunity to address East Spokane's transportation and pedestrian needs!

Sincerely,

Barbara Woodbridge

Barbara Woodbridge
ESBA President

ORDINANCE NO. C36577

An ordinance relating to the prohibition of sitting and laying on public sidewalks, and amending Section 10.60.020 of the Spokane Municipal Code.

WHEREAS, the safety and well-being of Spokane citizens, including both housed and unhoused individuals, as well as the viability of local businesses, are threatened by the continued unlawful occupation and use of public sidewalks and adjacent building entrances and parking areas; and

WHEREAS, the Spokane Municipal Code section 10.60.020, the so-called “sit-and-lie” ordinance, regulates the unlawful occupation of sidewalks and pedestrian avenues, all to promote the safe and responsible use of public spaces; and

WHEREAS, the 2018 decision by the U.S. Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, previously limited the City’s ability to fully enforce this local law unless adequate low-barrier shelter space was available; placing undue pressure on the city’s public spaces and resources and further endangering the general welfare of both housed and unhoused citizens; and

WHEREAS, since the ruling in *Martin v. Boise*, Spokane voters overwhelmingly approved Proposition 1 in 2023, demonstrating broad public support for the expansion and enforcement of local laws prohibiting unauthorized camping and sit-and-lie violations; and

WHEREAS, on June 26, 2024, the Supreme Court of the United States issued its ruling in *City of Grants Pass v. Johnson*, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people ; and

WHEREAS, the effect of the *Grants Pass* holding is to remove the legal impediment to full and effective enforcement of SMC 10.60.020, the sit-and-lie ordinance, and to create a much clearer legal framework for enforcing anti-camping and sit-and-lie ordinances, potentially allowing municipalities greater authority in managing public spaces; and

WHEREAS, the *Grants Pass* decision also removes any legal impediment to expansion of the existing sit-and-lie ordinance to all public spaces within the City limits;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.060.020 of Spokane Municipal Code is amended to read as follows:

[Section 10.60.020](#) Sitting, Lying on Sidewalk ((in a Designated Zone)) Within City Limits

A. Prohibition. Within city limits, it shall at all times be unlawful for any person to:

1. ~~((No person may sit))~~ Sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk ~~((, during the hours between six a.m. and midnight in the zone designated in this section))~~.
2. ~~((At all times it is unlawful to sit))~~ Sit or lie on any drinking fountain, trash container, planter, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.
3. ~~((At all times it is unlawful to sit))~~ Sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.

B. Exceptions.

The prohibition in subsection (A) of this section does not apply to any person:

1. sitting or lying down due to a medical emergency or due to a sensory, mental, or physical disability;
2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;
3. operating or patronizing a business with permission to occupy the sidewalk;
4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;
5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or
6. sitting within a bus stop zone while waiting for public or private transportation;
7. sitting on privately-owned sidewalk fixture with the permission of the owner;
8. engaging in constitutionally protected expressive activities which would otherwise be restricted by the limitations in subsection (A) of this section.

~~((9. who is homeless during a time frame when shelter space is unavailable.))~~

C. No person shall be subject to enforcement under this section unless the person engages in conduct prohibited by this section ~~((within the entirety of the zone designated in this section))~~ after having been notified by a law enforcement officer that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within the ~~((designated zone))~~ city limits, a law enforcement officer may then enforce this section.

~~((D. The zone where such conduct is prohibited is established in the map set forth in [Attachment A](#) (PDF 1.2MB).))~~

~~((E))~~ D. This section does not permit any conduct which is prohibited by SMC 10.60.010 regarding interference with pedestrian or vehicular traffic.

((F)) E. It is the intent of the city council that homeless individuals subject to enforcement under this section be directed to emergency shelters, community/drug/mental health court, or other interventional services.

((G)) F. A violation of SMC 10.60.020 is a misdemeanor.

~~((H. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances)).~~

Section 2. 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, or the validity of its application to other persons or circumstances.

Section 3. 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

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/29/2024

Clerk's File #

ORD C36578

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

ANDRES (509)651-0855

Requisition #

Contact E-Mail

AGRAGEDA@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

LNAVARRETE KKLITZKE ZZAPPONE

Agenda Item Name

0320- ORDINANCE ON SPOKANE HUMAN RIGHTS COMMISSION MEMBERSHIP

Agenda Wording

An ordinance relating to the recruitment of applicants to the SHRC, amending section 4.10.020 of the Spokane Municipal Code.

Summary (Background)

This ordinance would expand the number of commissioners allowable into the SHRC from 9 to 12. The 9th position, which is currently reserved for a youth member, would change to an adult position and the three additional spots are to be filled by youth members residing in each of the three council districts.

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

\$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	09/09/24
Submitting Department	City Council
Contact Name	Andres Grageda
Contact Email & Phone	agrageda@spokanecity.org (509)651-0855
Council Sponsor(s)	CM Zappone CM Klitzke CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	SHRC Membership
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 would expand the number of commissioners allowable into the SHRC from 9 to 12. The 9 th position, which is currently reserved for a youth member, would change to an adult position and the three additional spots are to be filled by youth members residing in each of the three council districts.
<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> <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? The Cities official motto is “In Spokane We All Belong”. According to a 2024 article by Neilsberg Research, 20% of Spokane’s population is under the age of 18. Young people are generally less involved in their local government. This ordinance would give more of a voice to our youth and offer the SHRC the perspective of young people in Spokane. 	

- 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?
No additional data will be collected based on this ordinance.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
No data will be collected. The effectiveness of this policy will be measured by whether or not the youth positions are filled and how they go on to enhance the SHRC.
- 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?
Our Comprehensive Plan has an entire section titled “Commitment to Youth” which states that, “Youth are critical to the future of the city. The entire community should share in supporting their growth and development. By their involvement in civic and neighborhood activities, youth see the impact of their own actions and recognize the difference they make.” This change perfectly encapsulates that sentiment.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
Spokane Human Rights Commission put this ordinance forward.

ORDINANCE NO. C36578

An ordinance relating to the recruitment of applicants to the SHRC, amending section 4.10.020 of the Spokane Municipal Code.

WHEREAS, the City of Spokane Human Rights Commission (the “Commission”) is dedicated to addressing issues related to human rights, unjust discrimination, and program implementation that accounts for the needs of all residents of the City of Spokane (“the City”), and one of its nine members is designated as Youth Representative to further this mission; and

WHEREAS, the “Commitment to Youth” section of our Comprehensive Plan states that, “Youth are critical to the future of the city. The entire community should share in supporting their growth and development. By their involvement in civic and neighborhood activities, youth see the impact of their own actions and recognize the difference they make.”; and

WHEREAS, the Commission’s members who have served in the Youth Representative position have provided invaluable insight on human rights matters and have brought fresh perspectives to the Commission’s deliberations; and

WHEREAS, the Commission’s members who have served in the Youth Representative position have discharged their duties diligently and conscientiously, strengthening the quality of the Commission’s work; and

WHEREAS, the Commission has encountered difficulties recruiting applicants for and retaining members in the Youth Representative position in part due to certain requirements in SMC 4.10.020; and

WHEREAS, the Commission’s current Youth Representative is, upon information and belief, believed to be the first Youth Representative member who has ever been reappointed to a second term as Youth Representative, in part due to the requirements in SMC 4.10.020; and

WHEREAS, the Commission’s incumbent Youth Representative currently serves on the Commission’s Executive Committee as Secretary/Treasurer, exemplifies the characteristics set forth in the recitals herein, and the Commission has recommended her reappointment; and

WHEREAS, the Commission has determined that amending SMC 4.10.020 will alleviate certain difficulties the Commission has encountered in recruiting for and retaining members in the Youth Representative position, and also increase continuity and stability in its membership;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 4.10.020 of the Spokane Municipal Code is amended to read as follows:

Section 4.10.020 Appointment

A. The commission consists of ~~((nine))~~twelve voting members nominated by the mayor and appointed by the city council to staggered three-year terms commencing on the date of appointment.

B. Membership shall be composed of one member ~~((from))~~residing in each of the council districts. The remaining six positions shall be designated as at-large positions and shall be filled by qualified City residents regardless of the council district in which they reside.

C. In addition to the nine positions set forth in Subsection (B), ~~((Two of the six at large))~~three additional positions may be filled with ~~((a))~~youth representatives, with no more than one youth representative residing in each of the council districts. The youth representative positions shall be open to any person under the age of eighteen ~~((with))~~for a term of one year commencing on the date of appointment, with the option of ~~((one-year renewal))~~reappointment to additional one-year terms if the person has not reached the age of ~~((seventeen))~~eighteen or is enrolled in high school at the time the ~~((first-year))~~previous term expires.

~~((B))~~D. Vacancies for all positions are filled by appointment to unexpired terms, after which the member may be reappointed to a subsequent term in the same manner.

Section 2. 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 3. 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

Assistant City Attorney

Mayor

Date

Effective Date



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Plan no later than April 2026. The work required to prepare and consider such an update, both by city staff and the general public is extensive and would be overly complicated by the acceptance and processing of individual small private applications typically allowed by Spokane Municipal Code (SMC) 17G.020. When the City took applications in October 2023 for processing in 2024, staff undertook efforts to announce to all concerned and potentially interested members of the public that such a pause in the application process might occur to accommodate the periodic update.

Approvals

<u>Dept Head</u>	MACDONALD, STEVEN
<u>Division Director</u>	MACDONALD, STEVEN
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	sgardner@spokanecity.org
tblack@spokanecity.org	kfreibott@spokanecity.org
mkaun@spokanecity.org	akiehn@spokanecity.org

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning & Economic Development
Contact Name & Phone	Spencer Gardner, 509.625.6097
Contact Email	sgardner@spokanecity.org
Council Sponsor(s)	CM Zappone, CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 mins</u>
Agenda Item Name	Proposed Ordinance to Suspend accepting applications for Comprehensive Plan Amendments in 2024 and 2025
Summary (Background)	<p>A proposed ordinance suspending the Comprehensive Plan Amendment application cycle for the next two years. This would postpone the application period in October 2024 <i>and</i> in October 2025.</p> <p>Pausing the application process for minor Comprehensive Plan Amendments will allow staff and the public to focus on the update of the Comprehensive Plan required by State law. According to the requirements of GMA (RCW 36.70A) the City must prepare and adopt a review and update of the entire Comprehensive Plan no later than April 2026.</p> <p>The work required to prepare and consider such an update, both by city staff and the general public is extensive and would be overly complicated by the acceptance and processing of individual small private applications typically allowed by Spokane Municipal Code (SMC) 17G.020.</p> <p>When the City took applications in October 2023 for processing in 2024, staff undertook efforts to announce to all concerned and potentially interested members of the public that such a pause in the application process might occur to accommodate the periodic update.</p>
Proposed Council Action & Date:	An Ordinance, proposed to be adopted by September 30, 2024
Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts: What impacts would the proposal have on historically excluded communities? <i>This proposal would result in any private requests to amend the comprehensive plan, including requests for changes to the Land Use Plan Map (LU1), to wait two additional years for consideration. While this could delay certain land use/rezone requests, the preparation of the major update to the</i>	

Comprehensive Plan must include (per state law) consideration and reduction of negative impacts to 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?

As required by SMC 17G.020 and RCW 36.70A, the preparation and consideration of the major update to the Comprehensive Plan must include an exploration of existing data, public engagement and input. An Environmental Impact Statement is anticipated to be conducted.

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

Following the development of the major update itself, criteria for measuring its effectiveness will be considered.

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 to pause the private amendments to the Comprehensive Plan for 2024 and 2025 allows focus to be given to the required major update to the Comprehensive Plan.

ORDINANCE NO. C36579

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, SUSPENDING THE ACCEPTANCE OF ANNUAL APPLICATIONS FOR AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN UNTIL COMPLETION OF THE CITY'S MANDATED PERIODIC COMPREHENSIVE PLAN UPDATE, EXPECTED TO BE COMPLETED AND ADOPTED IN 2026.

WHEREAS, pursuant to Chapter 36.70A RCW ("GMA"), the City's Comprehensive Plan and development regulations are subject to continuing review and evaluation by the City; and

WHEREAS, GMA also requires the City to establish procedures and a schedule whereby updates, proposed amendments, or revisions of the Comprehensive Plan are considered by the City no more frequently than once every year; and

WHEREAS, the annual process is guided by a number of principles including (i) keeping the plan responsive to the community, (ii) honoring the community's long-term investment in the Comprehensive Plan through neighborhood planning processes, (iii) encouraging development that enables the entire community to prosper and reinforces a senses of place and feeling of community, in an ecologically, economically and socially sustainable manner, and (iv) requiring that proposed amendments result in a net benefit to the general public; and

WHEREAS, the City presently has and will continue to have significant resources devoted to the periodic update to the Comprehensive Plan required by RCW 36.70A.130, including the preparation and public engagement required for a comprehensive plan update required by RCW 36.70A.140; and

WHEREAS, amendments to the Comprehensive Plan under consideration would likely include changes to the maps and policies of the plan; and

WHEREAS, the vast majority of applications for private amendments to the Comprehensive Plan in the past have likewise proposed changes to the policies and maps of the plan; and

WHEREAS, the consideration and processing of private requests to amend the Comprehensive Plan while the City also studies and prepares changes and updates to the Comprehensive Plan would unnecessarily cause confusion and potential conflicts with the resulting major update; and

WHEREAS, the City informed interested parties, applicants, and the public that pausing the Comprehensive Plan Amendment process during the major update might be necessary when advertising the open application period for 2023/2024; and

WHEREAS, the City Council considered this Ordinance suspending acceptance of applications and processing of annual site-specific comprehensive plan amendment applications at a duly noted public hearing on September XX, 2024, and received public testimony from interested parties, considered all the written and oral arguments and testimony; and

WHEREAS, the City Council finds that suspending the acceptance and processing of annual comprehensive plan amendment requests is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

WHEREAS, pursuant to WAC 197-11-800(19), the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the foregoing as its findings of fact, justifying its adoption of this ordinance; now, therefore

THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Suspend. Chapter 17G.020 of the Spokane Municipal Code is suspended for the 2024 and 2025 cycle of annual comprehensive plan amendment and accompanying rezone requests. This suspension does not preclude out-of-cycle amendments, if an emergency exists, new territory is annexed into the City, or to resolve a truly obvious mapping error or an appeal of a comprehensive plan filed with the growth management hearings board or with the court. The annual review process will resume with the 2026/2027 annual comprehensive plan amendments and accompanying rezone requests as outlined in Chapter 17G.020 SMC.

Section 2. Pending Applications. If any pending 2023/2024 annual amendment proposals (i.e., applications submitted under Chapter 17G.020 SMC on or before October 31, 2023) cannot, for any reason, be processed before December 31, 2024 in the current cycle of consideration, or are otherwise postponed/deferred to the next applicable amendment cycle, such proposals/applications will be deferred until the 2026/2027 annual amendment cycle.

ADOPTED BY THE CITY COUNCIL ON September _____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Effective Date

**NOTICE OF CITY COUNCIL PUBLIC HEARING
PROPOSED ORDINANCE TO SUSPEND THE COMPREHENSIVE
PLAN AMENDMENT CYCLE FOR 2024 AND 2025
(Proposed Ordinance C_____)**

Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **Monday, September 30, at 6:00 p.m.** in the City Council Chambers, Lower Level of City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. This hearing may be continued to a later date. This public hearing is for an ordinance suspending the 2024/2025 and 2025/2026 Comprehensive Plan Amendment cycles to accommodate development of a periodic review and update of the Comprehensive Plan, required by the Growth Management Act (RCW 36.70A). The amendment cycle will likely resume in fall 2026, at which point applications for amendments from the public would again be accepted.

Written comments and oral testimony at the public hearings for these proposed actions will be made part of the public record. **Only persons submitting written comments and persons testifying at a hearing may appeal a decision of the City Council.**

Any person may submit written comments on the proposed action to sgardner@spokanecity.org or call for additional information at:

*Planning & Development Department
Attn: Spencer Gardner, Planning Director
808 West Spokane Falls Boulevard
Spokane, WA 99201-3329
Phone (509) 625-6500
sgardner@spokanecity.org*

More information on the process: The City Council will be briefed on the proposed ordinance on Monday, 16 at 3:30 PM. There is no public testimony at the briefing. A 1st reading of the ordinance will occur on Monday, September 23, 2024. A final reading and hearing for the ordinance will occur on the evening of Monday, September 30, 2024 at 6:00 PM. Public testimony will be taken at both the first reading and hearing. The public may also submit written comment to the City Council at citycouncil@spokanecity.org. The City Council may continue this public hearing to a following meeting at their discretion.

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

9/4/2024

Clerk's File #

CPR 2024-0016

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 6718

Requisition #**Contact E-Mail**

JDEESE@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

ZZAPPONE

Agenda Item Name

0320 - LETTER TO STATE OFFICIALS ON HANFORD SITE NUCLEAR WASTE

Agenda Wording

LETTER TO GOVERNOR INSLEE, DEPUTY ENERGY SECRETARY TURK, AND EPA REGIONAL ADMINSTRATOR SIXKILLER ASKING FOR MORE PUBLIC COMMENT AND LOCAL ENGAGEMENT IN RELATION TO THE SHIPMENT OF NUCLEAR WASTE THROUGH THE CITY OF SPOKANE.

Summary (Background)

LETTER TO GOVERNOR INSLEE, DEPUTY ENERGY SECRETARY TURK, AND EPA REGIONAL ADMINSTRATOR SIXKILLER ASKING FOR MORE PUBLIC COMMENT AND LOCAL ENGAGEMENT IN RELATION TO THE SHIPMENT OF NUCLEAR WASTE THROUGH THE CITY OF SPOKANE.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Neutral

\$

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SPOKANE CITY COUNCIL

808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

September 12, 2024

The Honorable David Turk
Deputy Secretary
U.S. Department of Energy
1000 Independence Ave. SW
Washington, D.C. 20585

The Honorable Jay Inslee
Governor
State of Washington
PO Box 40002
Olympia, WA 98504

Mr. Casey Sixkiller
Regional Administrator, Region 10
U.S. Environmental Protection Agency
1200 Sixth Ave, Suite 155
Seattle, WA 98102

The Honorable Cathy McMorris Rodgers
U.S. Representative (WA-05)
2188 Rayburn House Office Building
45 Independence Ave SW
Washington, D.C. 20515

Dear Governor Inslee, Representative McMorris Rodgers, Deputy Secretary Turk and Regional Administrator Sixkiller:

The undersigned members of the Spokane City Council write to express both support and concern for the “Holistic Negotiations Agreement” (hereafter “Draft Agreement”) modifying the Hanford Nuclear Waste Site Tri-Party Agreement and Consent Decree. The Spokane City Council supports the proposal insofar as it sets forth significant risk reductions. However, the Council is concerned about the limited, to non-existent, public information campaign surrounding the Draft Agreement’s plan to transport liquid Nuclear Waste through the City of Spokane. This lack of information, and the implied lack of consideration for the health and well-being of citizens of Spokane, is alarming and risks undermining the important work to reduce the environmental impacts of the Hanford Site itself.

After four years of confidential negotiations between the U.S. Department of Energy, the U.S. Environmental Protection Agency, and the Washington Department of Ecology, the Draft Agreement has been released for review and comment in anticipation of completing final terms in late fall. Terms of the Draft Agreement appear to leave out issues important to this Council and afford little opportunity for formal comment from the general public, Tribes, or the City of Spokane. These issues are as follows:

1. Treatment of Waste Prior to Transport. Terms of the current Draft Agreement leave open the question whether liquid tank waste will be solidified into a “cake” form prior to transport to a final disposal site in Texas or Utah, or if that solidification process will occur after transport. Our understanding is that the U.S.

Department of Energy will be studying this issue and reaching a determination later this year without any obligation for further input or concurrence. The City of Spokane has significant concerns about the inherent risk of the transport of liquid waste, and the Council encourages the parties commit now to an open and transparent process when making this critical decision for implementing that does not materially alter the contemplated timelines. Frankly, it is the position of this Council that liquid waste is not a suitable option for this endeavor.

2. Means of Transport. The Spokane City Council also encourages you to seriously consider the potential ramifications of transporting liquid nuclear waste via Interstate 90 through highly populated and traveled regions of our state and city. The Department of Energy has not outlined a process for public comment or consultation with local partners, which is alarming for a plan of this scale and magnitude. We find this lack of process wholly unacceptable regardless of the final form of the waste. While this Council understands and agrees with the approach of the Draft Agreement to provide time for further study and refinement of the transportation elements of this proposal, there needs to be quality consideration for all options, particularly regarding the inherent risk of liquid spills and associated health impacts to the residents of Spokane, the local ecology, and the groundwater aquifer that supports our drinking water.
3. Spokane Municipal Code. As of December 21, 2022, it is the stated position of the City of Spokane, as expressed in Spokane Municipal Code Chapter 18.09, to disallow the development and production of nuclear weapons and, more important, to limit the exposure of our residents to high-level nuclear waste within City limits. It is our obligation to ensure that this ordinance of the City of Spokane is taken into account when planning for the transport of nuclear waste from the Hanford Site.
4. NEPA/SEPA. It is the understanding of this Council that there has been little to no updating of the Environmental Impact Statement for this endeavor. If this is correct, we object and encourage you to change course to consider the full impacts of processing and transporting this waste, especially given the change in scientific understanding about radioactive exposure, particularly to women and children, since the last Environmental Impact Assessment was completed during the transport of waste *to the Hanford Site*.

Messrs. Turk, Sixkiller and Inslee
August 30, 2024
Page 3

While we have concerns about the Draft Agreement, Spokane City Council is grateful for the important work you have done so far, and we assure you that the City of Spokane is ready to partner with you to ensure our communities benefit from an open, transparent, and meaningful process for finalizing the Draft Agreement. We look forward to future discussions on this topic.

Sincerely,

Betsy Wilkerson, Council President

Kitty Klitzke, Council Member, Dist. 3

Paul Dillon, Council Member, Dist. 2

Michael Cathcart, Council Member, Dist. 1

Lili Navarrete, Council Member, Dist. 2

Zack Zappone, Council Member, Dist. 3

Jonathan Bingle, Council Member, Dist. 1