

## 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 November 11, 2024, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of November 11, 2024:**

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

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 040 37241; 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, November 8, 2024, and ending at 6:00 p.m. on Monday, November 11, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on November 11, 2024. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

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

Further, keep the following City Council Rules in mind:

**Rule 2.2 OPEN FORUM**

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., 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](mailto:citycouncil2@spokanecity.org). Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

**Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.



- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

## **Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

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

- A. Members of the public may address the council regarding the following items during the council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified,

appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

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

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. The chair may allow additional time if the speaker is asked to respond to questions from the council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.
- D. Public testimony will be taken on consent and legislative items that are moved to council’s regular briefing session or study session unless a majority of council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the council president:
  - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent’s presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to

Speak on behalf of the proponent's position.

- d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
  - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
  - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
  - G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2spokanecity.org](mailto:citycouncil2spokanecity.org).
  - H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.<sup>1</sup>

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

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 11, 2024

### **MISSION STATEMENT**

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

**MAYOR LISA BROWN**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER 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)**

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# **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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# **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

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# BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

## APPOINTMENTS

## RECOMMENDATION

Plan Commission: One Appointment – Tyler Tamoush

Confirm

CPR 1981-0295

# CONSENT AGENDA

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

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

## REPORTS, CONTRACTS AND CLAIMS

## RECOMMENDATION

- |   |                                     |                              |
|---|-------------------------------------|------------------------------|
| 1. Set public hearings for November 18 and November 25, 2024, for review of the 2025-2026 Proposed Biennium Budget. (Council Sponsor: Council President Wilkerson and Council Members Cathcart and Zappone)<br><b>Jessica Stratton</b>  | Set Hrgs.<br>11/18/24 &<br>11/25/24 | FIN 2024-0001                |
| 2. Spokane Airport Board 2025 Budget. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)<br><b>Rob Schultz</b>   | Approve                             | FIN 2024-0002                |
| 3. Contract Amendment with Paradigm Software, LLC. (Cockeysville, MD) for scalehouse management system software implementation, licensing, and support for the Waste to Energy Facility from November 1, 2024, through May 31, 2025—\$36,542.70 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)<br><b>Laz Martinez</b> | Approve                             | OPR 2024-0382<br>RFP 6030-23 |

- |  |                           |   |
|--|---------------------------|---|
| <p>4. <b>Contract Amendment with Empire Health Foundation (Spokane) for administration of the Housing Navigator Center, with Revive Counseling Spokane PLLC as the service provider, from October 1, 2024, through June 30, 2025—increase of \$2,000,583. Total Contract Amount: \$5,850,583. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)</b><br/> <b>Arielle Anderson</b></p>   | <p><b>Approve</b></p>     | <p><b>OPR 2024-0879</b></p>   |
| <p>5. <b>Community Access Television Agreement with Community Minded Enterprises (Spokane) to operate CMTV 14, the City’s Community Access television channel, as part of the City’s cable franchise with Comcast Cable from January 1, 2024 through December 31, 2024—\$69,544.98. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)</b><br/> <b>Tim Ott</b></p>   | <p><b>Approve</b></p>     | <p><b>OPR 2024-0966</b></p>   |
| <p>6. <b>Memorandums of Understanding and Agreements regarding ARPA funding through December 31, 2026, between the Spokane City Council and the:</b></p> <ul style="list-style-type: none"> <li>a. <b>Criminal Justice Services Department regarding municipal criminal justice services—\$550,000.</b></li> <li>b. <b>Information Technology Department regarding language access—\$259,533.</b></li> <li>c. <b>Communications Department and Community, Housing, and Human Services Department regarding Working Families Tax Credit marketing—\$250,000.</b></li> </ul> <p>(Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)<br/> <b>Michelle Murray</b></p> | <p><b>Approve All</b></p> | <p><b>OPR 2024-0967</b></p> <p><b>OPR 2024-0968</b></p> <p><b>OPR 2024-0969</b></p> |
| <p>7. <b>Public Works Agreement with Career Path Employment and Training (Spokane) to provide a clean and safe program in the specified downtown area utilizing ARPA funding from November 14, 2024, through December 31, 2026—not to exceed \$250,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Zappone)</b><br/> <b>Michelle Murray</b></p>   | <p><b>Approve</b></p>     | <p><b>OPR 2024-0970</b><br/> <b>RFP 6231-24</b></p>                                 |
| <p>8. <b>ARPA Funding Award to Washington Trust for neighborhood business district support through November 30, 2026—\$2,447,150. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)</b><br/> <b>Michelle Murray</b></p>   | <p><b>Approve</b></p>     | <p><b>OPR 2024-0971</b></p>   |



**Opioid Response Fund**

- 1) Increase appropriation by \$124,350.
- 2) Of the increased appropriation, \$124,350 is provided solely for contractual services for street outreach and navigation services.

(This action arises from the need to increase contractual services for street outreach and navigation services in coordination with the City of Spokane’s Homeless Outreach Team.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

**Melissa Morrison**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0106 Approving grants for multicultural centers as funded by the American Rescue Plan Act (ARPA)—\$400,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)  
**Michelle Murray**
- RES 2024-0107 Approving grants for youth sports as funded by the American Rescue Plan Act (ARPA)—up to \$250,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Zappone)  
**Michelle Murray**
- RES 2024-0108 Expressing support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 and adding it to the City of Spokane’s Federal Legislative Agenda. (Council Sponsors: Council President Wilkerson and Council Member Zappone)  
**Adam McDaniel**
- RES 2024-0109 Approving the appointment of Allison Adam as the Director of the Human Resources Division for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)  
**Mike Ormsby**
- ORD C36600 Relating to oversight of transportation infrastructure, amending Section 04.40.050 of the Spokane Municipal Code, and repealing sections 12.01.200 through 12.01.210 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)  
**Abigail Martin**
- ORD C36601 Relating to revenue from automated safety cameras, renaming the Traffic Calming Fund the “Spokane Safe Streets for All Fund,” amending Sections 07.08.148, 16A.64.220 and 16A.64.240 of the Spokane Municipal Code, and repealing Section 16A.64.260 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)  
**Abigail Martin**
- ORD C36602 Relating to sewers, amending SMC section 13.03.0508; adopting new sections 13.03.0125, 13.03.0225, and 13.03.0501, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council

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

**Raylene Gennett**

## **FIRST READING ORDINANCES**

ORD C36604      Related to sidewalk maintenance; amending SMC 12.01.010 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)  
**Jason Ruffing**

FURTHER ACTION DEFERRED

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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## **OPEN FORUM**

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the Current or Advance Agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

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**Motion to Approve Advance Agenda for November 11, 2024**  
**(per Council Rule 2.1.B)**

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## **ADJOURNMENT**

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

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**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlowmaster@spokanecity.org](mailto:mlowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

---

## **NOTES**

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

10/30/2024

**Clerk's File #**

CPR 1981-0295

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

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6269

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

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

APPOINTMENT OF TYLER TAMOUSH TO THE PLAN COMMISSION

**Agenda Wording**

Mayor Brown has appointed Tyler Tamoush to the Plan Commission for a term of November 11, 2024 - November 11, 2028.

**Summary (Background)**

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

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #





## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	November 11, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Tyler Tamoush to the Plan Commission
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Tyler Tamoush to the Plan Commission for a term of November 11, 2024 –November 11, 2028.</p> <p>The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council.</p> <p>The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.</p> <p>The Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:</p> <ul style="list-style-type: none"> <li>• Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan</li> <li>• Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source*	

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**    One-time    Recurring    N/A

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

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

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



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 09/23/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/29/2024

**Clerk's File #** FIN 2024-0001

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	JESSICA 954-9217	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	JSTRATTON@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Report Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
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<b>Agenda Item Name</b>	0410 - SET BUDGET HEARINGS		
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**Agenda Wording**

Setting the hearings for review of the 2025-2026 Proposed Biennium Budget beginning Monday, November 18, 2024 and November 25, 2024.

**Summary (Background)**

As part of the budget process, the City Council will hold public hearings on the 2025-2026 Proposed Biennium Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The hearings will be held on November 18, 2024 and November 25, 2024. The City Council may continue the hearing day-to-day up to the 30th day prior to the beginning of the next fiscal year.

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**

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	September 23, 2024
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> 509-954-9217
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: min
<b>Agenda Item Name</b>	Set Budget Hearings
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Setting the hearings for review of the 2025-2026 Proposed Biennium Budget beginning Monday, November 18, 2024 and November 25, 2024.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>As part of the budget process, the City Council will hold public hearings on the 2025-2026 Proposed Biennium Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The hearings will be held on November 18, 2024 and November 25, 2024. The City Council may continue the hearing day-to-day up to the 30<sup>th</sup> day prior to the beginning on the next fiscal year.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? – N/A</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A</li> </ul>	

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

**Council Subcommittee Review**

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





**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/29/2024

**Clerk's File #** FIN 2024-0002

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	CITY COUNCIL	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	ROB SCHULTZ 509-455-6448	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	RSCHULTZ@SPOKANEAIRPORTS.NET		
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<b>Agenda Item Type</b>	Report Item		
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<b>Council Sponsor(s)</b>	BWILKERSON MCATHCART		
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<b>Agenda Item Name</b>	SPOKANE AIRPORT BOARD 2025 BUDGET		
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**Agenda Wording**

Approval of the Spokane Airport Board 2025 Budget

**Summary (Background)**

Per the Airport Joint Operating Agreement, the Spokane Airport Board is submitting the 2025 budget for approval. The Airports are financially self-sufficient, therefore, do not require any financial support from the City or County. The 2025 operating budget is \$66,950,378 and the capital budget is \$148,759,247. The total 2025 budget is \$215,709,625.

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**

<b>Amount</b>	<b>Budget Account</b>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Spokane Airport Board
<b>Contact Name</b>	Rob Schultz, CFO
<b>Contact Email &amp; Phone</b>	<a href="mailto:rschultz@spokaneairports.net">rschultz@spokaneairports.net</a> ; 509-455-6448
<b>Council Sponsor(s)</b>	Council President Wilkerson and Council Member Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Spokane Airport Board 2025 Budget
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Per the Airport Joint Operating Agreement, the Spokane Airport Board is submitting the 2025 budget for approval. The Airports are financially self-sufficient, therefore, do not require any financial support from the City or County. The 2025 operating budget is \$66,950,378 and the capital budget is \$148,759,247. The total 2025 budget is \$215,709,625.
*use the Fiscal Impact box below for relevant financial information	

**Fiscal Impact**

**Approved in current year budget?**     Yes     No     N/A

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

Current year cost:

Subsequent year(s) cost:

**Narrative:** The Spokane Airport Board seeks approval of its 2025 budget from the City Council per the Airport Joint Operating Agreement.

**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, approval of the Airports annual budget**
- 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, approval of the Airports annual budget**
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

**N/A, approval of the Airports annual budget**

- 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, approval of the Airports annual budget**

**Council Subcommittee Review**

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

**The Spokane Airport Board is scheduled to review and approve the 2025 budget on Oct. 24, 2024**

# Spokane Airports 2025 Draft Budget

Spokane International Airport / Airport Business Park / Felts Field



Spokane International Airport

SpokaneAirports.net

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**Spokane Airport Board**  
*Spokane International Airport / Airport Business Park / Felts Field*

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**Spokane International Airport**  
GEG – GENERATING ECONOMIC GROWTH

AIRPORT BUSINESS PARK



**Spokane Airport Board**

*Ezra Eckhardt (Chair)*  
*Al French (Vice Chair)*  
*Jennifer West (Secretary)*  
*Brooke Baker Spink*  
*Max Kuney*  
*Nancy Vorhees*  
*Betsy Wilkerson*

*Lawrence J. Krauter, CEO*  
*Brian Werst, General Counsel*





## Section II. Introduction

The SPOKANE AIRPORT BOARD (Board), operates Spokane International Airport (SIA or GEG), Felts Field (SFF) and the Airport Business Park (ABP), collectively referred to as the SPOKANE AIRPORTS (Airport), under and pursuant to the Constitution and Laws of the State of Washington, including Ch. 14.08 RCW, RCW 14.08.200 that certain Joint Resolution and Operating Agreement of Spokane County and the City of Spokane dated October 7, 2019.

The agreement intends the expenses of operating Spokane International Airport, Airport Business Park, and Felts Field shall be paid, *to the maximum extent possible*, from the operating revenues of each area (emphasis added).

The Airport does not receive any funds from either the County or City, nor does it receive any local tax revenues. Operating funds come from user fees, tenant rents in varying forms along with airline landing fees. Capital funds come from debt financing, federal and state grants and agreements, facility charges through airlines and rental car agencies along with airport funds generated through operations.

The 2025 budget provides revenue to fund the Airport's operating and capital needs while keeping the cost to airlines reasonable in comparison to previous years. The budget funds important capital projects that will improve airport capacity, safety and security, maintaining a strong facilities management and replacement schedule while designing new facilities focused on a unifying objective of maintaining the highest level of service to passengers and other airport customers. Through these initiatives, the budget provides funds for activities that provide economic impact and stimulus by supporting temporary and permanent job creation and associated spending on durable goods and consumables in the local area.

### **AIRLINE OPERATING AGREEMENT (AOA)**

This 2025 budget is prepared based on the airline agreement with signatory airlines originally dated January 1, 2010. This agreement was extended, mutually by the Airport and the airlines through December 31, 2015. The Airport and airlines extended the agreement again, with minor modifications, for additional years to provide time to continue negotiating a modernized AOA. The agreement, as amended, now expires on December 31, 2024. Management proposed a one-year extension of the agreement with a several modifications to increase the cash amount retained by the Airport and for items related to debt service.

The Airport Airline Affairs Committee (AAAC) convened on October 7, 2024 to discuss the 2025 rates and charges. The AAAC is comprised of Airport staff members along with representatives of the Signatory and Non-Signatory Airlines. The Airline members of the AAAC do not have any formal voting rights on the Airport's budget, however they do provide input for consideration.

The amended continuing agreement, on which the 2025 budget is based, utilizes a residual rate setting method. This approach is common, but not universal, among US airport operators. A pure residual rate setting method effectively applies all operating revenues and expenses into the models that set rates charged to airlines.

The proposed agreement continues to allow the Airport to apply a portion of operating net revenue, rather than all net operating revenue, to the calculation of rates and charges effectively allowing the Airport to retain a larger amount of generated revenue to fund capital projects beneficial to passengers, the Airport and the air carriers.

At the time of budget preparation, it is anticipated that 2024 passenger activity will exceed 2023 levels by 3.0%. 2025 passenger activity is forecast to increase over estimated 2024 levels by 2.4%. In developing the 2025 budget and due to the inclusion of debt service, the goal is to maintain reasonable rates and charges to the airlines that will allow the Airport to continue to invest in airport facilities. Similarly, the budget supports efforts to maintain current airline seat capacity and frequencies while also pursuing opportunities for expansion of capacity by incumbent carriers as well as by new entrants to the market.

## **THE BUDGET PROCESS**

The budget process begins each year around July as the staff reviews the expenditures of the first six months of the current fiscal year. A budget packet was distributed including a budget calendar and general directions for each department's budget submittal. The Airport utilizes a budget process in which each expenditure line item is evaluated on its own merit each year. Specific department budgets are then developed to identify resources necessary to meet the daily functions of operating the airports and implementing the necessary airport improvement projects as well as new regulatory requirements.

Departments submitted their budgets which were loaded into the Rates and Charges Model (see Section V) to calculate the upcoming year's Terminal Rental Rates and Landing Fees. Each department's initiatives are reviewed before the proposed draft is completed and submitted for review and comment by the Board.

The Capital Improvement Program (CIP) is also refined to examine its effect on rates and charges. Future years' capital projects are added to the modeling as most of these projects and expenditures affect budget periods beyond the current period under examination.

## **FINANCIAL SUMMARY**

The table below summarizes the 2025 Consolidated Spokane Airport Board Budget. Subsequent sections and exhibits throughout this document will focus on the individual details of the summary shown.

2025	Operating	Capital	Total
GEG	\$ 63,699,908	\$ 144,949,247	\$ 208,649,155
ABP	1,199,946	1,000,000	2,199,946
Felts Field	2,022,119	2,810,000	4,832,119
2025 Consolidated	\$66,921,973	\$148,759,247	\$215,681,220
% Change vs 2024	29.7%	11.6%	16.7%
2024	Operating	Capital	Total
GEG	\$ 48,284,302	\$ 128,743,000	\$ 177,027,302
ABP	1,286,664	100,000	1,386,664
Felts Field	2,023,979	4,445,000	6,468,979
2024 Consolidated	\$ 51,594,945	\$ 133,288,000	\$ 184,882,945
\$ Change vs 2024	\$ 15,327,028	\$ 15,471,247	\$ 30,798,275

The total Spokane Airport Board 2025 budget presented for approval is \$215,681,220 representing a 16.7% increase over the 2024 budget. This change is due to a 29.7% increase in the operating budget, which includes debt service, and a 11.6% increase in the capital budget. The increase in the operating budget is related to continued growth in passenger activity, and therefore expenses, debt service and inflationary impacts on wages, materials and supplies. The increase in the Capital Budget reflects the planned delivery of more projects with the most notable project being the continued construction of the Concourse C Terminal Renovation and Expansion (TRES) project, the Administration building as well as the addition of a 500,000-gallon Jet-A fuel storage tank at Spokane International Airport.

Consolidated Operating Revenues are forecasted to increase to \$65.8 million, an increase of 14.9% compared to the 2024 budget. SIA operating revenues are forecast to increase by 14.7% from the 2024 budget, due to the increase in forecasted passenger activity, which affects revenues from airline landing fees, concessions and rental car activity. Included in the 2025 revenue increase is a 4.9% increase in the 2025 landing fee rate and a 7.5% increase in rental rates for terminal tenants.

The Parking / Ground Transportation cost center is forecasted to increase revenue due to parking demand associated with increased passenger activity and a rate increase for the garage, outside and economy lots. The 2025 parking revenue budget is expected to increase by 14.2% compared to the 2024 forecast. The parking rate increase is outlined in Section X along with the trip fee schedule for commercial vehicles.

Consolidated Operating Expenses, including debt service, are projected to increase 15.3% to \$54.3 million. Operating expenses, not including depreciation and debt service, are projected to increase 12.2% over the 2024 budget to \$47.1 million. This increase corresponds

increase corresponds to passenger activity levels and the Airport's CIP, therefore, driving the need for additional staffing and inflationary impacts to recurring operating expenses.

The 2025 Capital Improvements Program budget represents a 11.6% increase from the 2024 Capital Program budget. The total planned capital expenditures in 2025 are \$148.8 million.

Sources of funds for capital improvements are largely dependent on the Federal Grant process through the Airport Improvement Program (AIP), other funds obtained through the Department of Transportation (DOT), and the Passenger Facility Charge (PFC) Application process. Anticipated 2025 capital improvements projects are, or will be, funded for the upcoming year through AIP Grant applications, DOT BUILD and RAISE grants, Bipartisan Infrastructure Law (BIL) grants, pre-collected PFCs, Customer Facility Charges (CFCs) and debt issuance on specific projects. The Airport also uses funds from general operations to the extent expenditures do not reduce the reserve amount below a minimum targeted level.

Anticipated 2025 capital improvements projects at SIA include increasing parking capacity, Concourse C TREX construction, taxiway reconstruction, aviation fuel facility improvements, elevator and escalator modernization, Administration building and Ground Transportation Center Phase III improvements. Airport Business Park capital projects are anticipated to include a roadway improvement project. Felts Field anticipated projects include phase I development of the northeast taxiway, new snow removal equipment, and gateway streetscape improvements. As noted above, these projects are, or will be, funded by AIP, BIL, DOT and state grants, PFCs, CFCs, Airport general funds and debt issuance. The DOT and AIP grants contain a matching provision from the Airport's cash. Replacement of aging equipment and vehicles is planned in 2025 and will be funded with current year operating funds or those funds designated in prior years for projects that will be carried over to 2025.



### Section III. Airline Activity Forecast

#### PASSENGER TRAFFIC

Outside of the pandemic impacted years, most notably 2020 through 2022, enplanement and total passenger activity has increased year over year since 2014. For budgeting purposes, the Airport takes a conservative approach regarding the passenger activity forecast. For 2025, the budget assumes enplaned passengers will increase 2.4% over 2024 levels.

The following table shows actual passenger activity by airline for 2022 and 2023 with estimates for 2024 and 2025, which are incorporated into the 2025 budget. The table also shows the current breakdown of passengers traveling out of the two terminals.

<b>Exhibit 1.0</b>				
<b>Traffic Activity</b>				
<b>Spokane International Airport</b>				
<b>(for the 12 months ending December 31; numbers in thousands)</b>				
	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
Enplaned Passengers				
Alaska	643	655	675	691
Allegiant (non-sig)	41	42	43	44
Delta	520	561	578	592
Frontier (non-sig)	13	-	-	-
Southwest	469	482	497	509
American	109	141	145	149
United	161	182	187	192
Sun Country	6	4	4	4
Others	3	0	0	0
<b>Total</b>	<b>1,965</b>	<b>2,068</b>	<b>2,130</b>	<b>2,181</b>
Enplaned Passengers	1,965	2,068	2,130	2,181
% Change YoY	19.6%	5.2%	3.0%	2.4%
By Terminal				
Terminal C	752	796	820	840
Terminal A&B	1,214	1,272	1,310	1,341
<b>Total</b>	<b>1,965</b>	<b>2,068</b>	<b>2,130</b>	<b>2,181</b>

## AIRCRAFT LANDED WEIGHT FORECAST

The Airport collects landing fees from air carriers based on an aircraft's Maximum Gross Landed Weight (MGLW). The costs of operating the airfield are recovered through the Landing Fee Rate multiplied by the MGLW of each aircraft. The accuracy of the landed weight forecast of each air and cargo carrier has an impact on the Landing Fee Rate. Section IV, which discusses Cost Centers, Allocations, Rate Making and CPE, examines the methodology of rate making under a Residual Airline Agreement in place with the airlines.

The following table shows actual passenger and cargo landed weight for 2022 and 2023 along with forecasts for 2024 and 2025, which have been incorporated into the 2025 budget. 2025 landed weight is forecasted to be above 2024 levels by 2.0% due to a continued increase in passenger carrier landed weight. Cargo landed weight assumes a minor increase compared to 2024.

<b>Exhibit 1.0</b>				
<b>Traffic Activity</b>				
<b>Spokane International Airport</b>				
<b>(for the 12 months ending December 31; numbers in thousands)</b>				
	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
Landed Weight (per 1,000 lbs.)				
Passenger Airlines				
Alaska	725	756	756	773
Allegiant (non-sig)	41	38	48	50
Delta	586	672	648	662
Frontier (non-sig)	14	-	-	-
Southwest	478	511	556	569
American	116	151	163	166
United	177	194	210	214
Sun Country (non-sig)		3	5	5
Others	13	-	0	0
Subtotal - Passenger	2,148	2,326	2,386	2,439
% Change YoY	3.0%	8.3%	2.6%	2.2%
Cargo and Boeing				
Signatory	446	429	343	346
Non-signatory and Boeing	136	182	145	147
Subtotal - Cargo	583	610	488	493
Total	2,730	2,936	2,873	2,931
% Change YoY	3.7%	7.5%	-2.1%	2.0%



## Section IV. Cost Centers, Allocations, Rate Making and CPE

### COST CENTERS

The Airport is currently organized around seven direct cost centers with a goal to continue to refine the cost centers and allocations to them each year to provide better forecasts for rate making. The direct cost centers are Airfield (including Operations and the Fuel Facility), GEG Terminal, Parking and Ground Transportation, Other Buildings and Grounds, Rental Car Facilities, the ABP and Felts Field. There are five indirect cost centers in Planning and Development, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police / Dispatch, and Airport Administration.

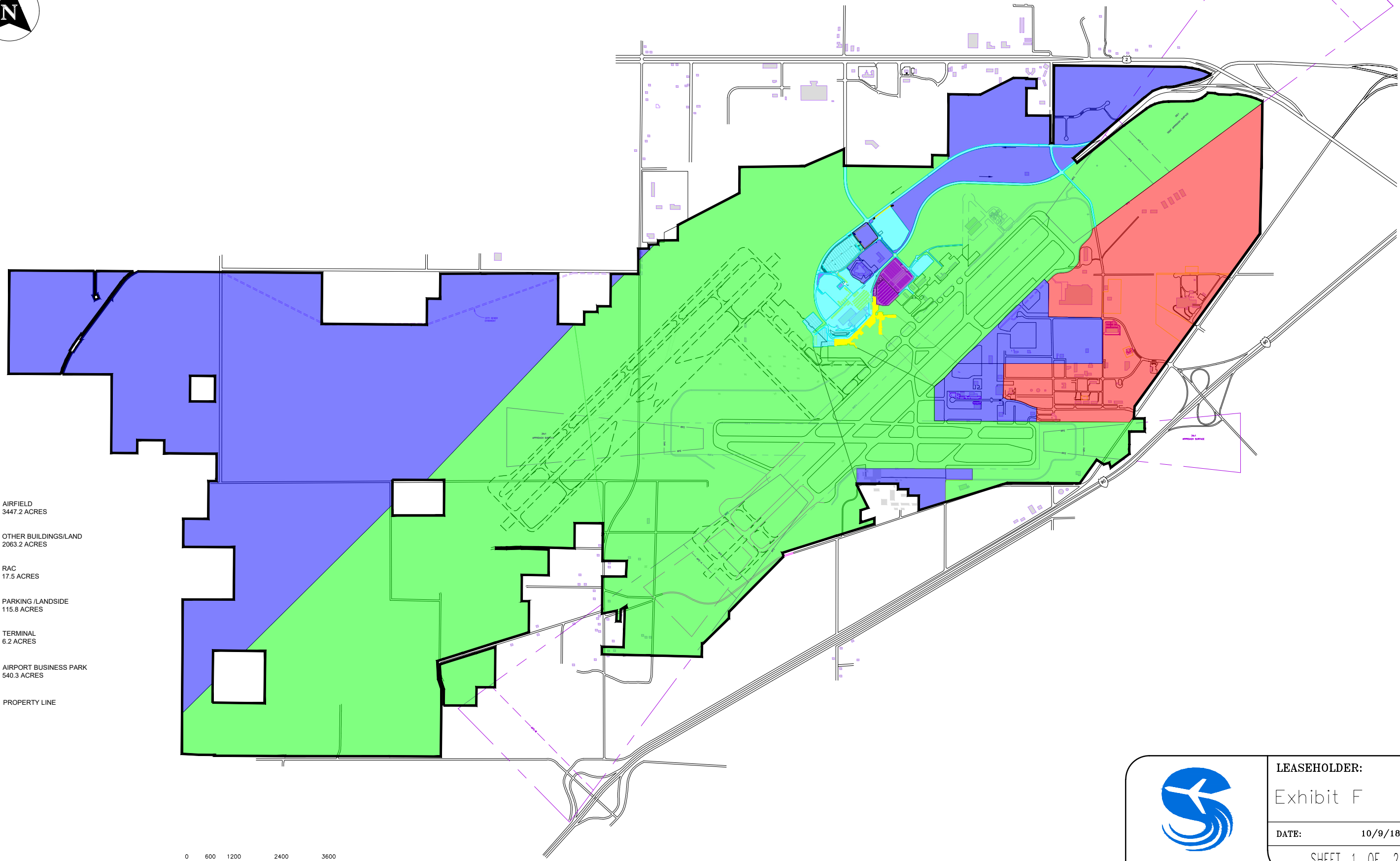
### ALLOCATIONS

To develop rates, the expenses from four of the indirect costs centers, excluding administration, are allocated to the direct costs centers based on an analysis of the staff hours dedicated to a center along with the budgeted costs within each indirect cost center. After those indirect costs are allocated to the direct cost centers, administration is allocated based on the total actual direct and indirect costs for each direct cost center. The allocation percentages for 2024 are shown below. These allocation rates are reviewed annually and potentially revised at the end of each review period to reflect actual operations and maintenance for all of the facilities.

<b>M&amp;O Expense Allocation Percentages Spokane Airport Board</b>								
	Airfield	Fuel	Terminal	Parking	OB&G	QTA	ABP	Felts
<b>Indirect Allocations</b>								
Airfield Maintenance	65.0%	0.0%	0.0%	20.0%	10.0%	0%	0.0%	5.0%
Terminal Maintenance	0.0%	0.0%	80.0%	20.0%	0.0%	0%	0.0%	0.0%
Operations	90.0%	0.0%	2.5%	2.5%	0.0%	0%	0.0%	5.0%
Fuel	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Planning & Development	40.0%	1.0%	40.0%	10.0%	1.0%	0%	1.0%	7.0%
IT	25.0%	0.0%	25.0%	25.0%	18.0%	0%	2.0%	5.0%
ARFF/Fire	73.3%	3.2%	15.9%	0.9%	4.6%	0%	2.1%	0.0%
Police	1.0%	0.0%	80.0%	15.0%	1.5%	0%	2.5%	0.0%
Communications	1.0%	0.0%	80.0%	15.0%	1.5%	0%	2.5%	0.0%
Airport Business Park	0.0%	0.0%	0.0%	0.0%	0.0%	0%	100.0%	0.0%
Felts Field	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0.0%	100.0%



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**LEGEND:**

- AIRFIELD  
3447.2 ACRES
- OTHER BUILDINGS/LAND  
2063.2 ACRES
- RAC  
17.5 ACRES
- PARKING /LANDSIDE  
115.8 ACRES
- TERMINAL  
6.2 ACRES
- AIRPORT BUSINESS PARK  
540.3 ACRES
- PROPERTY LINE



SCALE: 1" = 1200'  
NOTE: SCALE SHOWN IS FOR 22 X 34 EXHIBITS, IF PLOTTED ON 11 X 17 SCALE IS HALF SIZE.



LEASEHOLDER:

Exhibit F

DATE: 10/9/18

SHEET 1 OF 2






9000 West Airport Dr., Ste. 204  
Spokane, WA 99224

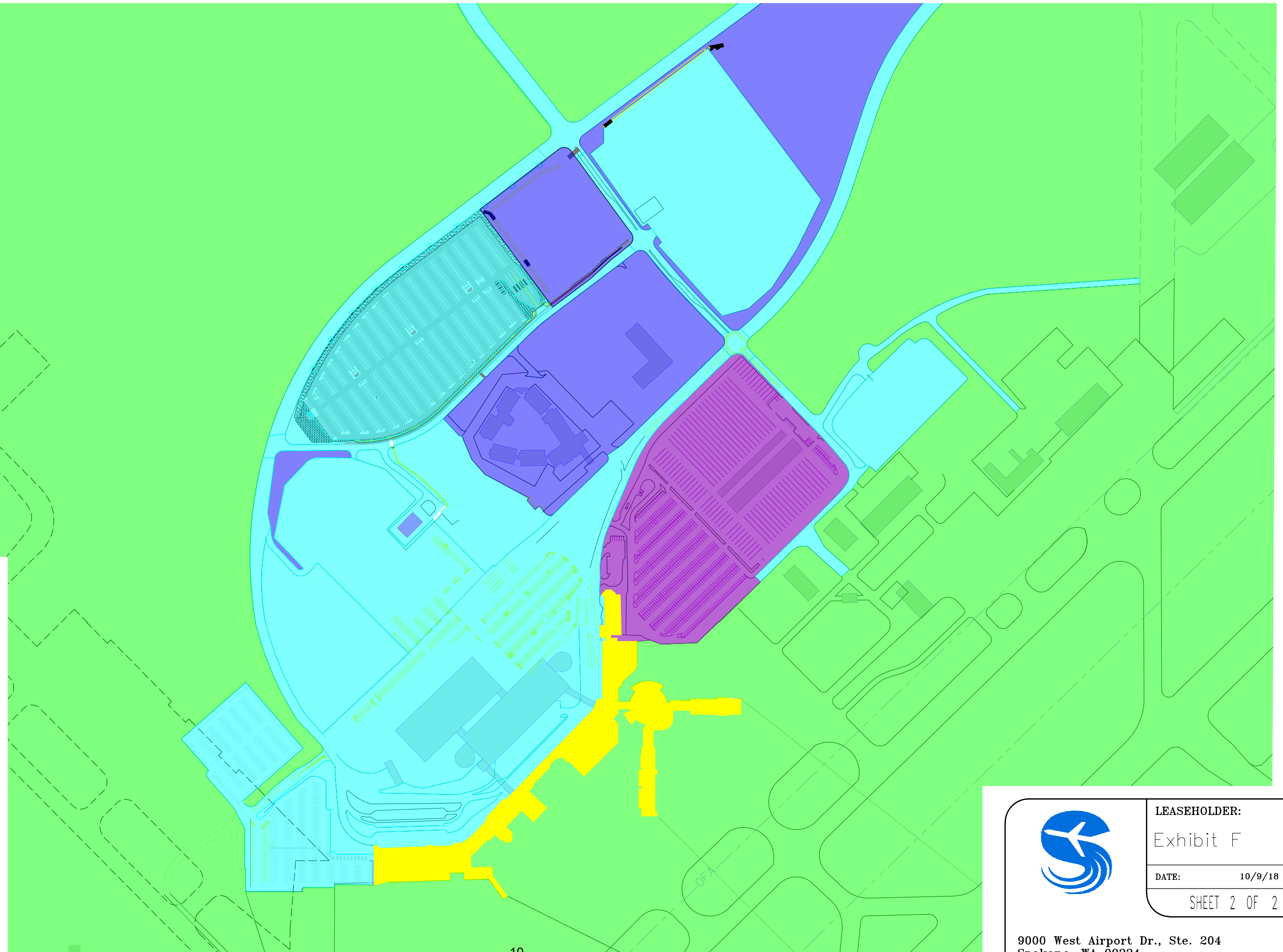




SCALE: 1" = 200'  
NOTE: SCALE SHOWN IS FOR 22 X 34 EXHIBITS, IF PLOTTED ON 11 X 17 SCALE IS HALF SIZE.

**LEGEND:**

-  AIRFIELD  
3447.2 ACRES
-  OTHER BUILDINGS/LAND  
2063.2 ACRES
-  RAC  
17.5 ACRES
-  PARKING /LANDSIDE  
115.8 ACRES
-  TERMINAL  
6.2 ACRES



LEASEHOLDER:

Exhibit F

DATE: 10/9/18

SHEET 2 OF 2

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224

## **RATE MAKING**

The Airport operates under an existing AOA with a residual ratemaking methodology where generally, with some exceptions, all revenues are shared with the signatory air carriers. Under the current AOA there is no specified methodology for each rate making calculation, however, there are federal guidelines for establishing rates. Currently the signatory airlines participate, in a consultation role only, in the budget and rate setting process and agreed to modifications to the rate making methodology outlined in the Introduction section under the Airline Operating Agreement (AOA).

### **Terminal Rental Rate Calculation**

The existing AOA does not prescribe a methodology for calculating terminal building rentals, fees, and charges. However, exhibits provided annually to the air carriers with updated rates prescribes the fees and charges and the relative weighting of such charges. The Airport uses a cost center residual methodology to calculate a cost recovery terminal building rental rate.

The Terminal Building Cost includes allocable Operation and Maintenance (O&M) Expenses, debt service (net of allocable PFC or CFC revenues), debt service coverage, depreciation charges (net of bond-funded projects, grants, and PFC revenues), and O&M Reserve deposit requirements. The resulting Terminal Building Cost is reduced by Terminal Concession Revenues, Non-airline Terminal Rentals, a percentage of the estimated surplus revenue generated from the Parking/Landside cost center (with the remainder flowing into the airport residual landing fee rate), Other Terminal Payments, and Loading Bridge Fees to yield the Net Terminal Building Requirement.

The Net Terminal Building Requirement is divided by Rented Space weighted by the weight classifications to derive the Terminal Building Rental Rate per square foot per year. The 2025 terminal rental rate for Class 1 space (generally public areas) is \$71.08 per square foot per annum (sfpa), an increase of 7.5% from \$66.11 sfpa in 2024. The calculation of the Terminal Rental Rate is displayed in Section V.

### **Landing Fee Calculation**

The methodology for calculating the landing fee rate is based on an airport residual approach where the total cost of SIA is credited with airline terminals rentals, other airline fees and charges, non-signatory airline landing fees, and non-airline revenues to yield the landing fee revenue requirement. The landing fee requirement is then divided by signatory airline landed weight forecast to derive the landing fee rate per 1,000 pound unit.

More specifically, the methodology consists of the following steps:

1. The SIA rate base includes O&M Expenses, debt service, debt service coverage, depreciation charges (net of grants and PFC revenues), reserves for renewal and replacement and environmental liability, and the O&M Expense Reserve deposit requirement. The rate base also includes an amount to provide sufficient funding for the Airport's share of funding the CIP.

2. The Airfield Requirement is then reduced by airline revenues other than landing fees and non-airline revenues, and the prior year carry forward surplus (deficit) to yield the Net Landing Fee Requirement.

3. The Net Landing Fee Requirement is divided by forecast Total Landed Weight of passenger and cargo carriers (as weighted for premiums) to derive the Signatory Airline Landing Fee Rate per 1,000-pound unit.

The 2025 landing fee rate is \$2.47 per 1,000 pounds of landed weight, an increase of 4.9% from the 2024 rate of \$2.35 / 1,000 pounds. The calculation of the Landing Fee Rate is displayed in Section V.

**COST PER ENPLANEMENT (CPE)**

The calculations of the Terminal Rent Rate and the Landing Fee result in charges to the air carriers. Those charges contribute to both Terminal and Airfield Revenue. One measure of the cost to operate at an airport by an airline is the Cost Per Enplanement (CPE) calculation.

The average CPE represents the net cost incurred by the commercial airlines based on their regular operations at the Airport. The table below shows the actual CPE for 2022 and 2023 along with forecasts for 2024 and 2025. The 2024 estimated CPE is \$6.22 compared to a budgeted CPE of \$6.32, which was presented in the 2024 Budget. The 2025 budgeted CPE is \$7.18 and the increase in the CPE relates to the increased operating expenses, including depreciation & debt service, that results in a slightly higher CPE despite growth in passenger activity. The Airport’s CPE remains very competitive compared to other commercial service airports, especially compared to other airports going through a terminal expansion project.

<b>Exhibit 5.6</b>				
<b>Airline Cost per Enplaned Passenger</b>				
<b>Spokane International Airport</b>				
<b>(for the 12 months ending December 31; numbers in thousands except rates)</b>				
	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
<b>Passenger Airline Payments</b>				
Passenger Airline Signatory Landing Fees	\$ 4,494	\$ 5,103	\$ 5,481	\$ 5,878
Terminal Building Rent	6,627	6,737	7,122	9,130
Loading Bridge Fees	286	297	307	307
RON and Airfield Fees	190	181	192	192
<b>Subtotal</b>	<b>\$ 11,598</b>	<b>\$ 12,318</b>	<b>\$ 13,102</b>	<b>\$ 15,507</b>
Nonsignatory Passenger Landing Fees	\$ 169	\$ 107	\$ 144	\$ 155
<b>Total Airline Revenues</b>	<b>\$ 11,766</b>	<b>\$ 12,425</b>	<b>\$ 13,246</b>	<b>\$ 15,662</b>
Enplaned Passengers	1,965	2,068	2,130	2,181
<b>Airline Cost per Enplaned Passenger</b>	<b>\$ 5.99</b>	<b>\$ 6.01</b>	<b>\$ 6.22</b>	<b>\$ 7.18</b>



## Section V. Terminal Rent Rate and Landing Fee Calculations

The tables below show the actual calculation of the average terminal rent rate and the airfield landing fee as described in Section IV Rate Making.

<b>Exhibit 5.2</b>				
<b>Calculation of Terminal Building Rental Rate</b>				
<b>Spokane International Airport</b>				
<b>(for the 12 months ending December 31; numbers in thousands except rates)</b>				
	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
<b>TERMINAL BUILDING COST</b>				
O&M Expenses	\$ 10,931	\$ 10,388	\$ 14,285	\$ 17,818
O&M Reserve Fund Requirement	435	287	949	2,018
Debt Service (net of PFCs)	-	-	800	3,579
Debt Service Coverage	-	-	200	895
Net Depreciation Charges	1,198	2,327	2,829	2,901
<b>Terminal Building Cost</b>	<b>\$ 12,564</b>	<b>\$ 13,002</b>	<b>\$ 19,064</b>	<b>\$ 27,210</b>
<b>Less: Terminal Non-Airline Revenues Associated With Rented Space</b>				
Terminal Concession Revenues	\$ (2,124)	\$ (2,693)	\$ (2,530)	\$ (2,956)
Nonairline Terminal Rentals	(640)	(652)	(746)	(875)
Share of Parking Surplus	(2,994)	(6,409)	(8,547)	(12,553)
Other Terminal Payments	(1,452)	(1,634)	(1,658)	(1,716)
Federal Relief Grants	(32)	-	-	-
Loading Bridge Fees	(286)	(297)	(307)	(307)
Subtotal: Non-Airline Revenues Associated with Rented Space	<u>(7,528)</u>	<u>(11,685)</u>	<u>(13,788)</u>	<u>(18,408)</u>
Net Terminal Building Requirement	\$ 5,036	\$ 1,317	\$ 5,276	\$ 8,803
Weighted Rented Space	96	96	96	124
Charged Average Terminal Rental Rate (per sq ft per year)	<b>\$ 60.70</b>	<b>\$ 63.02</b>	<b>\$ 66.11</b>	
Calculated Average Terminal Rental Rate (per sq ft per year)	<b>\$ 52.55</b>	<b>\$ 13.74</b>	<b>\$ 55.04</b>	<b>\$ 71.08</b>
Rented Space	96	96	96	124
Subtotal	\$ 5,818	\$ 6,040	\$ 6,336	\$ 8,803
Other Airline Terminal Payments <sup>1</sup>	327	327	327	327
Airline Terminal Rentals	\$ 6,146	\$ 6,368	\$ 6,664	\$ 9,130

1. Storage – Outside, Janitorial, Boarding Areas Walkway, Ramp - Equipment Storage, and Glycol Pad.

**Exhibit 5.1****Calculation of Landing Fee  
Spokane International Airport**

(for the 12 months ending December 31; numbers in thousands except rates)

	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
<b>Landing Fee Requirement</b>				
O&M Expenses (SIA)	\$ 30,864	\$ 30,059	\$ 35,036	\$ 45,658
Net Depreciation				
Total SIA Depreciation - Existing Assets	28,995	25,448	27,572	27,571
Less Grant, PFC and Bond Funded Assets	(19,559)	(15,777)	(17,070)	(17,481)
Net SIA Depreciation - Existing Assets	9,436	9,671	10,502	10,090
Future SAB Funded Assets (Net of AIP/PFC)	-	-	-	8
Return on Investment in Land	990	1,002	942	942
Additional Discretionary Cash Flow	1,800	2,500	4,000	7,000
Debt Service				
Debt Service - Future GARBs (net of PFCs)	-	-	800	3,993
Debt Service - Matured Subordinate Bonds	-	-	-	-
Debt Service Coverage (25% of Revenue Supported)	-	-	-	998
R&R Reserve Deposit	-	-	-	2,000
O&M Reserve Deposit	1,229	831	2,328	5,170
Subtotal	\$ 44,319	\$ 44,064	\$ 53,608	\$ 75,860
Less:				
Airline Terminal Building Rent	(6,627)	(6,737)	(7,122)	(9,130)
Other Airline Revenues	(1,370)	(1,628)	(1,933)	(2,272)
Total Nonairline Revenues	(33,931)	(36,500)	(40,248)	(44,362)
Subtotal	\$ 2,390	\$ (801)	\$ 4,305	\$ 20,095
<b>Less Non-Operating Revenues</b>				
Interest Income	\$ (583)	\$ (1,653)	\$ (2,010)	\$ (1,457)
Federal Relief Grants for Debt Service	-	-	-	-
<b>TOTAL LANDING FEE REQUIREMENT</b>	\$ 1,807	\$ (2,454)	\$ 2,295	\$ 18,638
Plus Unfunded Pension Liability	-	-	4,000	(4,000)
Plus Environmental Liability	-	10,000	-	(2,000)
Prior Year Carry Over (Surplus)/Deficit <sup>1</sup>	(1,652)	(5,844)	(4,974)	(5,168)
<b>Net Landing Fee Requirement</b>	\$ 154	\$ 1,702	\$ 1,321	\$ 7,470
Landing Fees Paid	\$ 5,998	\$ 6,676	\$ 6,489	
		<u>Weighting</u>		
Signatory Landed Weight (millions/lbs)	2,081	2,285	2,332	2,384
Signatory Cargo Landed Weight (adjusted for premium)	105%	469	450	360
Non-Signatory Use Agmt Landed Weight (adjusted)	115%	78	48	61
Itinerant Landed Weight (adjusted)	150%	204	272	220
Adjusted Total Landed Weight	2,831	3,055	2,971	3,030
<b>Calculated Signatory Airline Landing Fee Rated (per 1000 lbs)<sup>1</sup></b>	<b>\$ 0.05</b>	<b>\$ 0.19</b>	<b>\$ 0.44</b>	<b>\$ 2.47</b>
Charged Signatory Airline Landing Fee Rate <sup>1</sup>	2.16	2.24	2.35	2.47
Charged Signatory Cargo Airline Landing Fee Rate	105%	2.27	2.36	2.47
Non-Signatory Use Agmt Landing Fee Rate	115%	2.48	2.58	2.70
Itinerant Landing Fee Rate	150%	3.24	3.37	3.53

1. Amounts over or under collected are carried forward to next year.





## Section VI. Operating Revenues and Expenses

### OPERATING REVENUE

Operating revenue is generated from the Airport’s primary business activities and reported through the cost centers outlined earlier (Airfield, Fuel Facility, GEG Terminal, Parking and Ground Transportation, Other Buildings and Grounds, Rental Car Facilities, ABP and Felts Field). Non-Operating revenue is generated from facility charges, interest income and the periodic sale of surplus land.

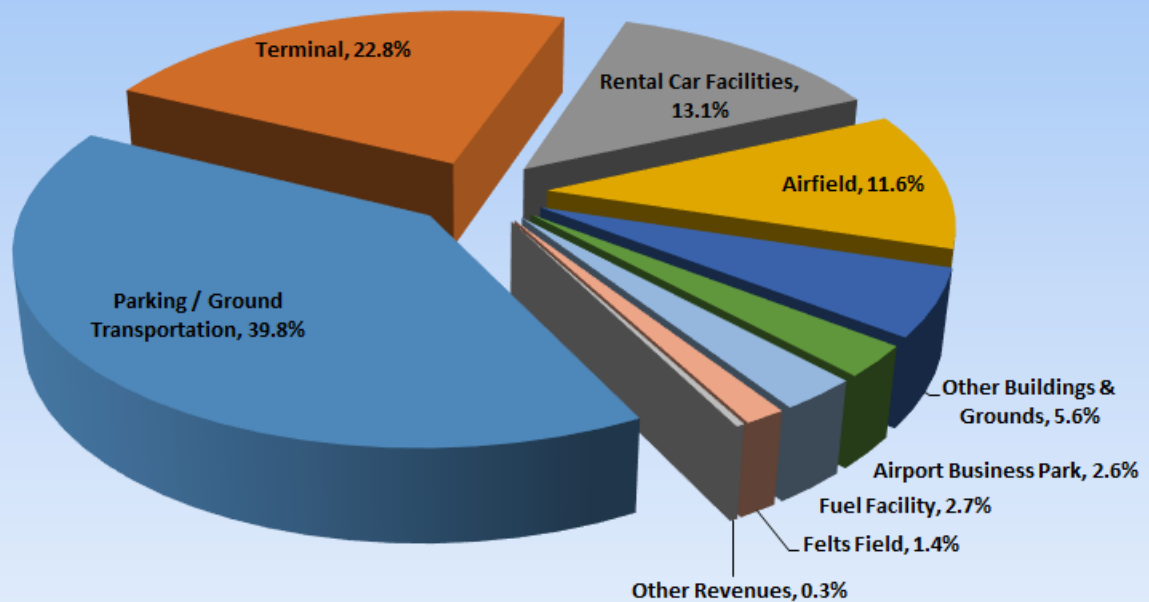
#### Highlights:

- **Parking and Ground Transportation** revenue is estimated to increase 11.4% compared to 2024 budget. Parking and Ground Transportation comprises 39.8% of SIA’s operating revenues.
- **Terminal and Other Commercial Land / Building Rents** are more exposed to the fluctuations in passenger activity, market demand varies for leased space products available in the Business Park and periodic land lease opportunities for aeronautical and non-aeronautical uses. Airline Terminal revenue is 22.8% of SIA’s operating revenue.
- **Rental Car Facilities** represents 13.1% of total revenue and is estimated to increase 7.5% over the prior year budget.

This table and the chart on the next page shows the main revenue sources for 2024 and 2025.

<b>Sources of Operating Revenue</b>									
<i>This table shows general categories of revenues as a percentage of total operating revenues</i>									
Rank	Description	Budgeted	FY 2024 % of	Year End	FY 2024 % of	Budgeted	FY 2025 % of	2025 vs. 2024 Budget	
		2024	Total Rev	Estimate	Total Rev	2025	Total Rev	\$ Change	% Change
1	Parking / Ground Transportation	23,514,342	41.0%	19,426,601	36.0%	26,200,165	39.8%	2,685,823	11.4%
2	Terminal	11,890,289	20.8%	12,012,770	22.3%	15,004,503	22.8%	3,114,214	26.2%
3	Rental Car Facilities	8,012,025	14.0%	8,559,586	15.9%	8,611,845	13.1%	599,820	7.5%
4	Airfield	7,008,379	12.2%	6,857,174	12.7%	7,662,084	11.6%	653,705	9.3%
5	Other Buildings & Grounds	3,068,104	5.4%	3,251,583	6.0%	3,708,715	5.6%	640,611	20.9%
6	Airport Business Park	1,307,255	2.3%	1,330,432	2.5%	1,715,715	2.6%	408,460	31.2%
7	Fuel Facility	1,310,000	2.3%	1,373,905	2.5%	1,773,373	2.7%	463,373	35.4%
8	Felts Field	866,096	1.5%	824,635	1.5%	928,823	1.4%	62,727	7.2%
9	Other Revenues	310,413	0.5%	283,329	0.5%	195,347	0.3%	(115,066)	-37.1%
<b>Total Operating Revenues</b>		<b>\$ 57,286,903</b>	<b>100.0%</b>	<b>\$ 53,920,015</b>	<b>100.0%</b>	<b>\$ 65,800,570</b>	<b>100.0%</b>	<b>\$ 8,513,667</b>	<b>14.9%</b>

## 2025 Sources of Operating Revenue



### OPERATING EXPENSES

Operating expenses are incurred through normal and customary business operations of the Airport and tracked in the direct and indirect cost centers described previously. Along with the direct cost centers tracking revenue, there are five indirect cost centers in Planning and Development, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police and Dispatch along with Airport Administration. The following table and chart breaks down expenses into smaller categories for analysis.

#### Highlights:

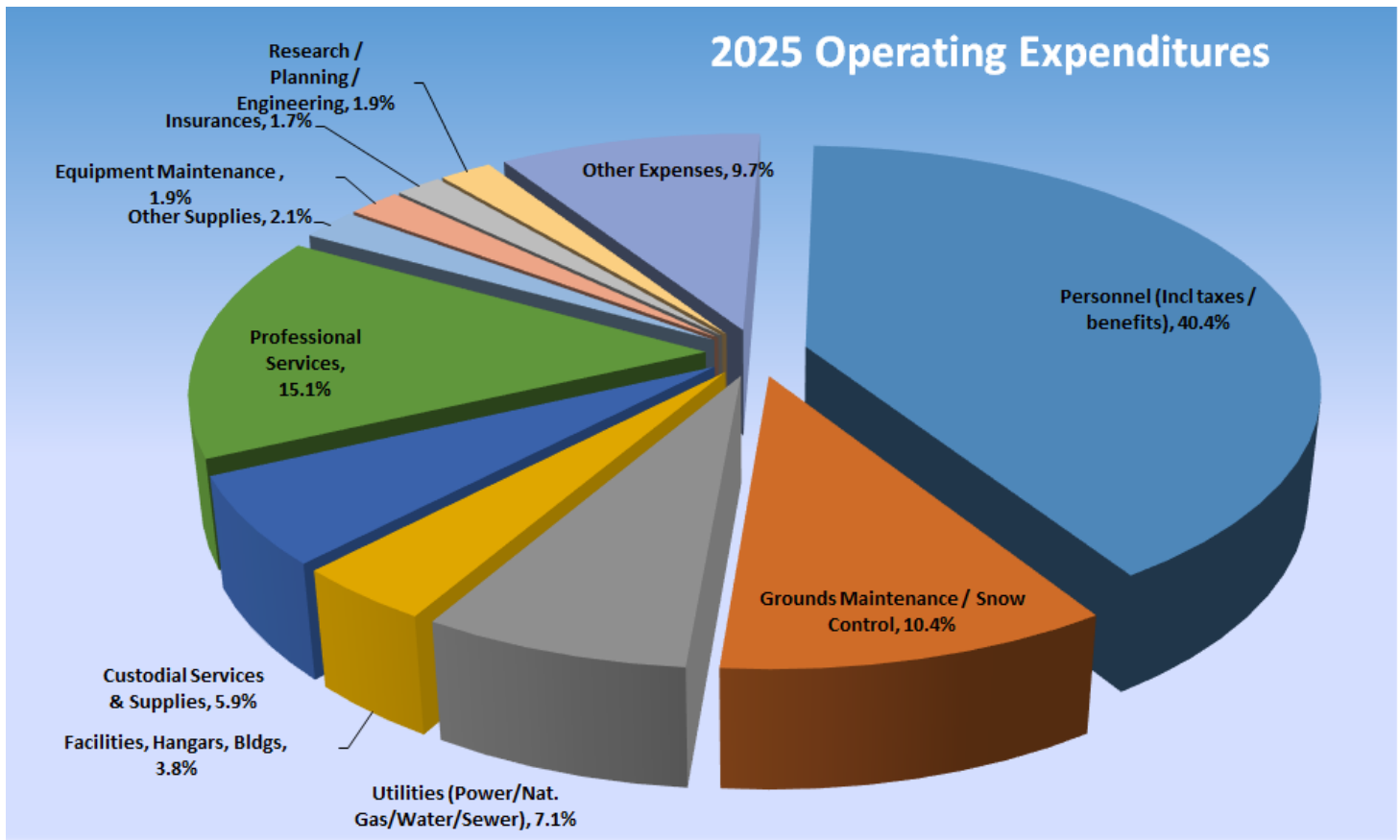
- **Personnel Compensation and Benefits** accounts for 40.4% of total operating expenses. This expense category is budgeted at 1.6% over the prior year and is related to anticipated increases in staffing levels.
- **Ground Maintenance and Snow Control** accounts for 10.4% of total operating expenses in 2025. This expense category is budgeted at a reduction from 2024 related mostly to a reduction in ground maintenance scheduled in 2025.
- **Utilities** accounts for 7.1% of total operating expenses in 2025 and represents an increase of 20.3% compared to the 2024 budget due in part to the increase in square footage of Concourse C.

## Operating Expenditures by Rank

*This table shows general categories of expenses as a percentage of total operating expenses*

Rank	Description	Year End		Year End		2025 vs. 2024 Budget			
		Budgeted 2024	FY 2024 % of Total Exp	Estimate 2024	FY 2024 % of Total Exp	Budgeted 2025	FY 2025 % of Total Exp	\$ Change	% Change
1	Personnel (Incl taxes / benefits)	18,700,817	44.6%	14,461,362	40.9%	19,008,293	40.4%	307,476	1.6%
2	Grounds Maintenance / Snow Control	5,615,250	13.4%	3,370,911	9.5%	4,892,487	10.4%	(722,763)	-12.9%
3	Utilities (Power/Nat. Gas/Water/Sewer)	2,779,811	6.6%	3,233,476	9.1%	3,343,771	7.1%	563,960	20.3%
4	Facilities, Hangars, Bldgs	2,313,556	5.5%	1,504,421	4.3%	1,767,275	3.8%	(546,281)	-23.6%
5	Custodial Services & Supplies	2,828,300	6.7%	2,493,334	7.0%	2,759,014	5.9%	(69,286)	-2.4%
6	Professional Services	3,941,530	9.4%	4,470,155	12.6%	7,084,618	15.1%	3,143,088	79.7%
7	Other Supplies	964,621	2.3%	713,169	2.0%	986,489	2.1%	21,868	2.3%
8	Equipment Maintenance	934,893	2.2%	685,928	1.9%	915,738	1.9%	(19,155)	-2.0%
9	Insurances	696,758	1.7%	769,256	2.2%	809,387	1.7%	112,629	16.2%
10	Research / Planning / Engineering	514,205	1.2%	943,974	2.7%	913,581	1.9%	399,376	77.7%
	Other Operating Expenses	<u>2,662,895</u>	<u>6.3%</u>	<u>2,734,919</u>	<u>7.7%</u>	<u>4,586,302</u>	<u>9.7%</u>	<u>1,923,407</u>	<u>72.2%</u>
	<b>Total Operating Expenses</b>	<b><u>\$ 41,952,636</u></b>	<b><u>100.0%</u></b>	<b><u>\$ 35,380,904</u></b>	<b><u>100.0%</u></b>	<b><u>\$ 47,066,955</u></b>	<b><u>100.0%</u></b>	<b><u>\$ 5,114,319</u></b>	<b>12.2%</b>

*Note: Minor reclassifications have been made to prior years to conform with 2024 presentation and some totals or % may not add exactly due to rounding*







## Section VII. Capital Improvement Program

The Capital Improvement Program (CIP) is developed annually and updated throughout the year. The purpose of the CIP process is to evaluate, prioritize, and coordinate proposed projects for a period of several years. Projects that may require FAA funding in the future are updated through annual consultation with the FAA. Funding for CIP projects typically comes from the FAA, DOT, and the TSA along with state grants, PFCs, CFCs, debt issuance and cash generated by operation of the Airport.

The primary goal of the CIP is the development of a detailed capital budget for the current fiscal year and a flexible and rolling plan for capital development for the next several years. By updating and approving the CIP, a strategy and schedule is set for budgeting and constructing facilities at SIA, ABP, and Felts Field. The Airport Board reviews and approves all major CIP projects on an individual basis.

The table below shows a summary of projects by area anticipated for 2025.

<b>Summary of 2025 Capital Improvement Program</b>			
<b>Spokane Airports</b>			
<b>(for the 12 months ending December 31; numbers in thousands)</b>			
	Budget 2025		Budget 2025
<b>CIP PROJECT COSTS</b>		<b>SOURCES OF FUNDS</b>	
Spokane International Airport		Spokane International Airport	
Airfield	\$ 33,304	AIP - Entitlement	\$ 5,450
Terminal - Other	12,435	AIP - Discretionary	22,655
Terminal - TREX	45,339	AIP - AIG	4,926
Parking / Landside	12,161	AIP - ATP	2,000
Hangars & Buildings (Incl RAC)	460	Federal - Other	2,000
ARFF	1,600	GARBs	54,151
IT	2,665	PFC-Supported Bonds	12,735
Police	85	State Grants	3,200
Fuel	9,300	PFC pay-as-you-go	5,050
Admin	20,730	CFC	8,500
		SAB	17,413
<b>Subtotal - SIA</b>	<b>138,079</b>	<b>Subtotal - SIA</b>	<b>\$ 138,079</b>
Felts Field	2,810	Felts Field	2,810
Airport Business Park	1,000	Airport Business Park	1,000
Transload	6,870	Transload	6,870
<b>Total CIP</b>	<b>\$ 148,759</b>	<b>Total CIP</b>	<b>\$ 148,759</b>

**Spokane Airports Capital Improvement Program**

Project Description	Company	Cost Center	2025	2025 Federal Funds				2025 Bonds		2025 State	2025 Local Funds			
				Discretionary FY25	Entitlement FY25	AIG FY25	ATP FY25	PFC/CFC FY25	GARB FY25	State Grants FY25	PFC paygo FY25	CFC Total FY25	Other Local FY25	Airport FY25
Concourse C TREX - Construction	SIA	Terminal	35,000,000			2,134,439	2,000,000	11,998,328	18,367,511	499,723				-
Central Hall TREX - Design & Construction	SIA	Terminal	10,339,252			2,500,000		736,174	4,603,078	2,500,000				-
Concourse C Upgrades	SIA	Terminal	3,600,000											3,600,000
Parking Garage Expansion - North Garage	SIA	Parking	2,000,000						2,000,000					-
Administrative Office Building - Design & Construction	SIA	Admin	20,580,000						20,580,000					-
Replace Fleet Vehicle (Explorer SIA 194)	SIA	Admin	85,000											85,000
Fleet Vehicles (P&D)	SIA	Admin	65,000											65,000
Reconstruct Taxiway A - Phase 1	SIA	Airfield	10,542,132	9,227,239										1,314,894
Airfield Circuits Lights and Signs	SIA	Airfield	288,750											288,750
Part 1542 Fence (TSA)	SIA	Airfield	315,000											315,000
Equipment Replacement, Glyvac	SIA	Airfield	600,000							600,000				-
SRE New/Replace MB5/Loader	SIA	Airfield	1,155,000											1,155,000
Fleet Vehicles (Ops)	SIA	Airfield	85,000											85,000
Ground Power units, air cargo	SIA	Airfield	200,000											200,000
Reconstruct Taxiway A - Phase 2	SIA	Airfield	18,300,000	12,370,000	4,100,000									1,830,000
Runway 3/21 & 8/26 Intersection Reconstruction	SIA	Airfield	1,500,000		1,350,000									150,000
Fleet Vehicles - Airfield	SIA	Airfield	68,250											68,250
Equipment Replacement (Loader, Backhoe, Lifts)	SIA	Airfield	250,000											250,000
ARFF Vehicle (Replace Vehicle 503)	SIA	ARFF	1,450,000							1,450,000				-
ARFF HVAC Piping Replacement	SIA	ARFF	150,000											150,000
Fuel Facility Lab	SIA	Fuel	600,000											600,000
Fuel Facility HVAC	SIA	Fuel	100,000											100,000
Fuel Facility Tank Addition Project	SIA	Fuel	8,600,000						8,600,000					-
Land Acquisition	SIA	Hangars	285,000											285,000
Replace Stairs and Landings Landside, Air Cargo Facility	SIA	Hangars	75,000											75,000
OPS Buidling Parking Area	SIA	Hangars	100,000											100,000
Rail - Truck Transload Facility (Phase 4) - rail and spur	Transload	Hangars	4,720,000							3,200,000				1,520,000
Transload Regional Sewer Lift Station (Craig Road)	Transload	Hangars	2,150,000										1,970,000	180,000
Meeting Room A/V System Enhancements	SIA	IT	150,000											150,000
Administrative Network Server Upgrades	SIA	IT	50,000											50,000
Lenel Security Network Upgrades	SIA	IT	50,000											50,000
Lenel Security Network Replacement	SIA	IT	200,000											200,000
Admin Network Switch Replacements	SIA	IT	300,000											300,000
UPS Upgrades	SIA	IT	250,000											250,000
Airline Ticket Counter TV/Computer Refresh	SIA	IT	250,000											250,000
Rotunda Video Display Panel Maintenance	SIA	IT	200,000											200,000
MDF Server Replacements (ACM Network)	SIA	IT	100,000											100,000
Camera Upgrades	SIA	IT	500,000											500,000
VPN Upgrade	SIA	IT	250,000											250,000
Fleet Vehicles (IT)	SIA	IT	65,000											65,000
New Servers for Paging System	SIA	IT	50,000											50,000
Network Certification	SIA	IT	50,000											50,000
Firewall Upgrades	SIA	IT	200,000											200,000
Parking Shuttle Buses	SIA	Parking	920,862											920,862
Parking Winter Fleet Vehicle	SIA	Parking	65,000											65,000
Install air filling stations at exit plazas	SIA	Parking	100,000											100,000
EV Charging Station Phase 3	SIA	Parking	500,000											500,000
East Parking Garage helix seal floor and lid	SIA	Parking	1,100,000											1,100,000
Parking Lot Expansion - McFarlane Rd. Extension	SIA	Parking	5,000,000											5,000,000
Parking Lot Consolidation and Entry Improvements	SIA	Parking	250,000											250,000
Parking Fleet Vehicle	SIA	Parking	65,000											65,000
Spotted Road Realignment and Interchange - Design & Construct	SIA	Parking	2,000,000											-
Main Exit Plaza Upgrade	SIA	Parking	160,000											160,000
Fleet Vehicles - Police	SIA	Police	85,000											85,000
GTC Improvements - Design and Construction	SIA	Terminal	8,500,000									8,500,000		-

**Spokane Airports Capital Improvement Program**

Project Description	Company	Cost Center	2025	2025 Federal Funds				2025 Bonds		2025 State	2025 Local Funds				
				Discretionary FY25	Entitlement FY25	AIG FY25	ATP FY25	PFC/CFC FY25	GARB FY25	State Grants FY25	PFC paygo FY25	CFC Total FY25	Other Local FY25	Airport FY25	
Fleet Vehicles - Terminal Maintenance	SIA	Terminal	85,000												85,000
Carpet Replace, Terminal, A and B	SIA	Terminal	250,000												250,000
Roadway Improvements (Flightline Blvd, Pilot Drive, BP Sidewalk)	ABP	ABP	1,000,000												1,000,000
Gateway Improvements (Terminal area)	FF	Airfield	300,000												300,000
SRE Replace Plow Truck	FF	Airfield	400,000												400,000
Land Acquisition (Felts Field)	FF	Airfield	400,000												400,000
Northeast Taxilane Development - Phase 1	FF	Airfield	1,500,000	1,058,000		292,000									150,000
Replace Terminal Boiler, Windows HVAC - ESCO Phase II	FF	Terminal	210,000												210,000
<b>TOTAL Spokane Airports Capital Improvement Program</b>			<b>148,759,247</b>	<b>22,655,239</b>	<b>5,450,000</b>	<b>4,926,439</b>	<b>2,000,000</b>	<b>12,734,502</b>	<b>54,150,589</b>	<b>3,200,000</b>	<b>5,049,723</b>	<b>8,500,000</b>	<b>1,970,000</b>		<b>26,122,756</b>



## Section VIII. Debt Service

Prior to 2024, the Airport had no outstanding long-term debt. The Airport will be issuing long-term debt in October 2024 to pay for certain CIP projects in the exhibit below. The Airport obtained credit ratings from Standard & Poor’s (S&P) and Moody’s in September 2024 and received a rating of ‘A’ from S&P and ‘A2’ from Moody’s, both with stable outlooks.

The debt service calculation for 2022 and 2023, along with forecasts for 2024 and 2025, is shown below. The Airport expects to use PFC funds to pay a portion of the annual debt service associated with the 2024 Series.

<b>Exhibit 3.0</b>				
<b>Debt Service by Series and Cost Center</b>				
<b>Spokane International Airport</b>				
<b>(for the 12 months ending December 31; numbers in thousands)</b>				
	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
<b>Senior Bonds</b>				
Annual Debt Service				
Revenue Supported Debt Service				
Concourse C TREX	\$ -	\$ -	\$ -	\$ 3,579
Administration Office Building	-	-	-	-
New Fuel Tank	-	-	-	-
Surface Parking Lot Expansion	-	-	-	414
Total Revenue-Supported	-	-	-	3,993
PFC-Supported Debt Service	-	-	-	2,323
Total Annual Debt Service	\$ -	\$ -	\$ -	\$ 6,317
Less: PFCs Available for Debt Service	-	-	-	(2,323)
Annual Debt Service (net of PFCs)	\$ -	\$ -	\$ -	\$ 3,993
<b>County Loan Accrued Interest</b>				
			\$ 800	
Total Debt Service	\$ -	\$ -	\$ 800	\$ 6,317
<b>Revenue Supported Bond Debt Service By Cost Center</b>				
Airfield	\$ -	\$ -	\$ -	\$ -
Fuel	-	-	-	-
Terminal	-	-	800	3,579
Parking	-	-	-	414
Other Buildings & Grounds	-	-	-	-
QTA	-	-	-	-
Airport Business Park	-	-	-	-
Felts Field	-	-	-	-
Total	\$ -	\$ -	\$ 800	\$ 3,993



## **Section IX. Budget Summaries by Cost Center**

- **Spokane Airport Board Consolidated Summary**
- **Spokane International Operations Summary**
- **Business Park Operations Summary**
- **Felts Field Operations Summary**
- **Capital Improvement Program**





# SPOKANE AIRPORT BOARD

## 2025 BUDGET SUMMARY

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>	<u>% Change '25 vs '24</u>
<b>Operations Revenues</b>					
Spokane International	\$ 47,991,425	\$ 51,764,948	\$ 56,628,442	\$ 63,156,032	
Airport Business Park	1,330,432	1,367,992	1,626,218	1,715,715	
Felts Field	824,635	901,047	881,995	928,823	
<b>Total Operations Revenues</b>	<u>50,146,492</u>	<u>54,033,987</u>	<u>59,136,655</u>	<u>65,800,570</u>	11.3%
<b>Other Sources</b>					
Spokane International	583,285	1,652,846	2,010,274	1,250,000	
Airport Business Park	25,940	39,076	40,569	40,000	
Felts Field	15,424	27,154	27,953	30,000	
(To) / From Reserves	(5,244,053)	(5,815,261)	(8,830,143)	(170,193)	
<b>Total Other Sources</b>	<u>(4,619,404)</u>	<u>(4,096,185)</u>	<u>(6,751,347)</u>	<u>1,149,807</u>	
<b>Total Operations / Other Sources</b>	<u>\$ 45,527,088</u>	<u>\$ 49,937,802</u>	<u>\$ 52,385,308</u>	<u>\$ 66,950,377</u>	27.8%
<b>Operations Expenses</b>					
Spokane International	\$ 29,733,060	\$ 30,837,079	\$ 34,295,002	\$ 46,800,444	36.5%
Airport Business Park	987,678	524,450	483,989	491,298	
Felts Field	654,595	534,194	602,826	681,634	
<b>Total Operations Expenses</b>	<u>31,375,333</u>	<u>31,895,723</u>	<u>35,381,817</u>	<u>47,973,376</u>	35.6%
<b>Debt Service</b>					
Spokane International	1,800,000	2,500,000	4,000,000	6,316,541	
Airport Business Park	-	-	-	-	
Felts Field	-	-	-	-	
<b>Total Debt Service</b>	<u>1,800,000</u>	<u>2,500,000</u>	<u>4,000,000</u>	<u>6,316,541</u>	
<b>Operations &amp; Debt Service</b>	<u>33,175,333</u>	<u>34,395,723</u>	<u>39,381,817</u>	<u>54,289,917</u>	37.9%
<b>Non-Cash Depreciation</b>					
Spokane International	10,514,863	14,500,712	11,005,668	10,582,923	
Airport Business Park	632,786	258,789	718,446	737,053	
Felts Field	1,204,106	782,577	1,279,377	1,340,485	
<b>Total Non-Cash Depreciation</b>	<u>12,351,755</u>	<u>15,542,079</u>	<u>13,003,491</u>	<u>12,660,461</u>	
<b>Total Operations / Other Expenditures</b>	<u>\$ 45,527,088</u>	<u>\$ 49,937,802</u>	<u>\$ 52,385,308</u>	<u>\$ 66,950,377</u>	27.8%
<b>Capital Sources</b>					
Spokane International	40,346,238	102,797,046	128,543,000	144,949,247	
Airport Business Park	73,853	137,000	100,000	1,000,000	
Felts Field	799,415	1,343,502	4,445,000	2,810,000	
	<u>\$ 41,219,507</u>	<u>\$ 104,277,548</u>	<u>\$ 133,088,000</u>	<u>\$ 148,759,247</u>	11.8%
<b>Capital Expenditures</b>					
Spokane International	40,346,238	102,797,046	128,543,000	144,949,247	
Airport Business Park	73,853	137,000	100,000	1,000,000	
Felts Field	799,415	1,343,502	4,445,000	2,810,000	
	<u>\$ 41,219,506</u>	<u>\$ 104,277,548</u>	<u>\$ 133,088,000</u>	<u>\$ 148,759,247</u>	11.8%
<b>Consolidated Sources</b>	<u>\$ 86,746,595</u>	<u>\$ 154,215,350</u>	<u>\$ 185,473,308</u>	<u>\$ 215,709,624</u>	16.3%
<b>Consolidated Expenditures</b>	<u>\$ 86,746,595</u>	<u>\$ 154,215,350</u>	<u>\$ 185,473,308</u>	<u>\$ 215,709,624</u>	16.3%

# SPOKANE INTERNATIONAL AIRPORT

## 2025 OPERATIONS BUDGET SUMMARY

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>	<u>% Change '25 vs '24</u>
<b>Operations Revenues</b>					
Parking / Ground Transportation	\$ 18,002,014	\$ 19,426,601	\$ 22,932,644	\$ 26,200,165	14.2%
Airfield	6,188,545	6,857,174	6,977,733	7,662,084	
Fuel Facility	1,067,646	1,373,905	1,434,331	1,773,373	
Other Buildings & Grounds	2,835,608	3,251,583	3,578,033	3,708,715	
Terminal	11,129,316	12,012,770	12,547,386	15,004,503	
Rental Car Facilities	8,047,214	8,559,586	8,807,949	8,611,845	
Other Revenues	721,082	283,329	350,366	195,347	
<b>Total Operations Revenue</b>	<u>\$ 47,991,425</u>	<u>\$ 51,764,948</u>	<u>\$ 56,628,442</u>	<u>\$ 63,156,032</u>	11.5%
<b>Operations Expenses</b>					
Parking / GTC / Landside	4,838,277	4,833,741	4,473,842	7,267,029	
Airfield & Operations	6,126,145	6,756,524	6,894,624	7,706,616	
Fuel Facility	363,547	509,443	452,615	591,899	
Other Buildings & Grounds	457,493	587,048	298,749	1,045,684	
Terminal	5,646,996	6,176,755	7,595,074	9,066,604	
Rental Car Facilities	477,614	467,089	480,266	508,182	
Other Indirect Centers					
Engineering	683,532	766,357	1,528,587	3,907,967	
Fire	2,233,289	2,337,749	2,506,322	2,180,099	
Information Technology	754,841	1,155,322	1,083,823	1,073,726	
Police	2,204,160	1,819,388	1,783,552	2,900,660	
Communication	518,435	700,348	914,666	1,514,837	
General Administration	5,428,731	4,727,315	6,282,882	9,037,141	
<b>Sub-Total Operations Expenses</b>	<u>29,733,060</u>	<u>30,837,079</u>	<u>34,295,002</u>	<u>46,800,444</u>	36.5%
<b>Revenues over Expenses pre Deprec</b>	<u>\$ 18,258,365</u>	<u>\$ 20,927,869</u>	<u>\$ 22,333,440</u>	<u>\$ 16,355,588</u>	
<b>Gross Depreciation</b>	28,182,577	25,705,138	28,065,425	28,064,018	
<b>Credit for Funded Assets</b>	<u>(17,667,714)</u>	<u>(11,204,426)</u>	<u>(17,059,757)</u>	<u>(17,481,094)</u>	
<b>Net Depreciation</b>	<u>10,514,863</u>	<u>14,500,712</u>	<u>11,005,668</u>	<u>10,582,923</u>	
<b>Revenues over Expenses incl Deprec</b>	<u>\$ 7,743,502</u>	<u>\$ 6,427,157</u>	<u>\$ 11,327,772</u>	<u>\$ 5,772,665</u>	
<b>Other Sources Available / (Used)</b>					
Interest Income	583,285	1,652,846	2,010,274	1,250,000	
Debt Interest	-	-	-	-	
<b>Total Other Sources Available</b>	<u>583,285</u>	<u>1,652,846</u>	<u>2,010,274</u>	<u>1,250,000</u>	-37.8%
Available for Debt / Projects / Reserves	8,326,787	8,080,003	13,338,046	7,022,665	-47.3%
Total Debt Principal	-	-	-	(6,316,541)	
<b>Sources over (Expenses)</b>	<u>\$ 8,326,787</u>	<u>\$ 8,080,003</u>	<u>\$ 13,338,046</u>	<u>\$ 706,124</u>	

## AIRPORT BUSINESS PARK

### 2025 OPERATIONS BUDGET SUMMARY

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>	<b>% Change '25 vs '24</b>
<b>Operations Revenues</b>					
Building / Office Leases	\$ 1,021,670	\$ 1,000,049	\$ 1,127,828	\$ 1,190,758	
Land Leases	307,113	367,943	498,390	524,957	
Miscellaneous	1,649	-	-	-	
<b>Total Operating Revenues</b>	<u>\$1,330,432</u>	<u>\$1,367,992</u>	<u>\$1,626,218</u>	<u>\$1,715,715</u>	25.4%
<b>Operating Expenses</b>					
Buildings	\$ 783,889	\$ 243,898	\$ 210,719	\$ 203,351	
Grounds	95,031	112,970	96,480	97,397	
General Administration	108,758	167,582	176,790	190,550	
<b>Total Operating Expenses</b>	<u>987,678</u>	<u>524,450</u>	<u>483,989</u>	<u>491,298</u>	-6.3%
<b>Revenues over Expenses (Pre Deprec)</b>	\$ 342,754	\$ 843,542	\$ 1,142,229	\$ 1,224,417	
Depreciation	<u>632,786</u>	<u>258,789</u>	<u>718,446</u>	<u>737,053</u>	
<b>Operating Revenue over (Expense)</b>	<u>\$ (290,032)</u>	<u>\$ 584,753</u>	<u>\$ 423,783</u>	<u>\$ 487,364</u>	
<b>Other Sources Available / Used</b>					
Interest Income	24,291	39,076	40,569	40,000	
Interest Expense	-	-	-	-	
Other Non-Operating Income (Expense)	1,649	-	-	-	
<b>Total Other Sources Available</b>	<u>25,940</u>	<u>39,076</u>	<u>40,569</u>	<u>40,000</u>	
Available for Debt / Projects / Reserves	(264,092)	623,829	464,352	527,364	
Total Debt Principal	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Sources over Expenditures incl Deprec</b>	<u>\$ (264,092)</u>	<u>\$ 623,829</u>	<u>\$ 464,352</u>	<u>\$ 527,364</u>	



## FELTS FIELD

### 2025 OPERATIONS BUDGET SUMMARY

Operating Revenues	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>	<b>% Change '25 vs '24</b>
Airfield	\$ 54,677	\$ 60,928	\$ 57,672	\$ 57,960	
Hangars/ Bldgs / Land	725,741	784,172	770,747	815,108	
Terminal	28,793	28,793	25,623	25,755	
Miscellaneous	<u>15,424</u>	<u>27,154</u>	<u>27,953</u>	<u>30,000</u>	
<b>Total Revenues</b>	<b>\$ 824,635</b>	<b>\$ 901,047</b>	<b>\$ 881,995</b>	<b>\$ 928,823</b>	3.1%
<b>Operating Expenses</b>					
Airfield	\$ 152,031	\$ 171,075	\$ 123,685	\$ 191,304	
Hangars/ Bldgs / Land	130,868	33,830	80,320	55,500	
Terminal	72,477	64,826	66,754	71,997	
General Admin	<u>299,219</u>	<u>264,463</u>	<u>332,067</u>	<u>362,833</u>	
<b>Total Expenses</b>	<b><u>654,595</u></b>	<b><u>534,194</u></b>	<b><u>602,826</u></b>	<b><u>681,634</u></b>	27.6%
<b>Revenue / (Expense) Pre Depreciation</b>	<b>\$ 170,040</b>	<b>\$ 366,853</b>	<b>\$ 279,169</b>	<b>\$ 247,189</b>	
Depreciation	2,143,702	1,646,053	2,192,177	2,253,284	
Credit for Funded Assets	<u>(939,596)</u>	<u>(863,476)</u>	<u>(912,800)</u>	<u>(912,799)</u>	
<b>Net Depreciation</b>	<b><u>1,204,106</u></b>	<b><u>782,577</u></b>	<b><u>1,279,377</u></b>	<b><u>1,340,485</u></b>	
<b>Revenue / (Expense) incl Depreciation</b>	<b><u>\$ (1,034,066)</u></b>	<b><u>\$ (415,724)</u></b>	<b><u>\$ (1,000,208)</u></b>	<b><u>\$ (1,093,296)</u></b>	
<b>Cash Available for Debt Service</b>	<b>\$ 170,040</b>	<b>\$ 366,853</b>	<b>\$ 279,169</b>	<b>\$ 247,189</b>	
Interest and Other Income	<u>15,424</u>	<u>27,154</u>	<u>27,953</u>	<u>30,000</u>	
Available for Debt / Projects / Reserves	185,464	394,007	307,122	277,189	
Debt Service	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Expenses over Sources</b>	<b><u>\$ 185,464</u></b>	<b><u>\$ 394,007</u></b>	<b><u>\$ 307,122</u></b>	<b><u>\$ 277,189</u></b>	

**SPOKANE AIRPORT BOARD  
2025 CAPITAL SUMMARY**

	2022 Actual	2023 Actual	2024 Projected	2025 Budget
<b>SPOKANE INTERNATIONAL AIRPORT</b>				
<b>SOURCES OF FUNDS</b>				
Federal & AIP Grants	6,147,152	68,500,000	36,850,000	35,031,677
Other Federal Grants / Funds	17,716,669	1,650,000	1,288,000	3,970,000
Other State / Local Funds	-	10,000,000	950,000	6,400,000
Available / Used PFC Collections and Interest	8,069,003	4,500,000	8,673,000	5,049,723
Revenue Bonds / PFC Supported	-	-	28,262,000	66,885,091
Available CFC Collections	-	500,000	6,000,000	8,500,000
Funds From Operations, Unrestricted Cash	8,413,414	17,647,046	46,520,000	19,112,756
<b>Total</b>	<b>40,346,238</b>	<b>102,797,046</b>	<b>128,543,000</b>	<b>144,949,247</b>

<b>EXPENDITURE OF FUNDS</b>				
Parking / Ground Transportation	3,206,311	6,693,817	15,354,000	10,160,862
Landside Roadways	2,439,057	3,402,867	-	2,000,000
Airfield / Ops / Fuel	2,651,169	32,574,273	35,759,000	42,604,132
Other Buildings & Grounds	86,158	1,400,000	2,175,000	460,000
Terminal	23,703,963	54,563,459	67,835,000	57,774,252
ARFF	-	-	2,300,000	1,600,000
I.T.	51,076	1,954,485	1,070,000	2,665,000
Police / Security	-	180,145	185,000	85,000
Admin	52,871	378,000	145,000	20,730,000
Transload	8,155,633	1,650,000	3,720,000	6,870,000
Land Acquisitions	-	-	-	-
<b>Total Expenditures</b>	<b>40,346,238</b>	<b>102,797,046</b>	<b>128,543,000</b>	<b>144,949,247</b>

	2022 Actual	2023 Actual	2024 Projected	2025 Budget
<b>AIRPORT BUSINESS PARK</b>				
<b>SOURCES OF FUNDS</b>				
Funds From Operations & Unrestricted Cash	73,853	137,000	100,000	1,000,000
<b>Total Sources</b>	<b>73,853</b>	<b>137,000</b>	<b>100,000</b>	<b>1,000,000</b>

<b>EXPENDITURE OF FUNDS</b>				
Total Capital Projects	73,853	137,000	100,000	1,000,000
<b>Total Expenditures</b>	<b>73,853</b>	<b>137,000</b>	<b>100,000</b>	<b>1,000,000</b>

	2022 Actual	2023 Actual	2024 Projected	2025 Budget
<b>FELTS FIELD</b>				
<b>SOURCES OF FUNDS</b>				
Federal & AIP Grants	90,000	918,117	445,000	1,350,000
Other Grants	492,000	-	250,000	-
Debt or Other Funds	-	-	-	-
Funds From Operations & Unrestricted Cash	217,415	425,385	3,750,000	1,460,000
<b>Total Sources</b>	<b>799,415</b>	<b>1,343,502</b>	<b>4,445,000</b>	<b>2,810,000</b>

<b>EXPENDITURE OF FUNDS</b>				
Airfield	379,455	1,293,502	3,670,000	2,600,000
Other Buildings / Grounds	50,587	50,000	50,000	-
Terminal	369,373	-	325,000	210,000
Land Acquisitions	-	-	400,000	-
<b>Total Expenditures</b>	<b>799,415</b>	<b>1,343,502</b>	<b>4,445,000</b>	<b>2,810,000</b>

*Note: The expenditures noted above do not necessarily represent specific projects, rather a variety of projects in a category that will be individually vetted by the Airport Board through the Committee process prior to authorization of expending of funds.*



## Section X. Selected 2025 Rates & Charges List

Space rates shown on a square foot per annum basis

Other rate basis are noted

(This list is not meant to be all inclusive.)

Change from 2024

Spokane International Airport	Signatory	Cargo Exempt*	w/ Use Agreement	Itinerant
<b>Class 1 Space</b>				
Airline Ticket Counters	\$ 71.08			
Airline Ticket Office (ATO)	71.08			
Queuing Areas	71.08			
Instant Travel Machines	71.08			
Concourse Hold Areas	71.08			
Baggage Claim	71.08			
<b>Class 2 Space</b>				
Baggage Service (BOS)	\$ 53.31			
Upper Concourse Office	53.31			
Ops Office	53.31			
Communications Office	53.31			
Baggage Make-Up	53.31			
Baggage Delivery	53.31			
Lower Concourse Office	53.31			
Storage Room	53.31			
Maintenance Office	53.31			
Baggage Cabinet	53.31			
Triturator Building	53.31			
Loading Bridge / mo	\$ 2,419.63			
Aircraft Parking / mo	\$ 500.00			
Boarding Walkway	\$ 11.25			
Ramp GSE Storage	\$ 5.22			
Glycol Pad	\$ 5.22			
Outside Storage	\$ 0.96			
Landing Fee / 1,000 lbs	\$ 2.35	\$ 2.47	\$ 2.70	\$ 3.53
Non Leased Loading Bridge / full turn	419.00		419.00	419.00
{Includes NON Leased Loading Bridge, A/C Parking, Concourse holding area}				
Non Leased Baggage System / turn	138.00		138.00	138.00
{Includes both baggage make-up for outbound AND baggage claim for inbound}				
Non Leased Ticketing / use	46.00		46.00	46.00
{Includes NON Leased Ticket Counter Only}				
Non Leased Aircraft Parking / use	125.00	131.00	144.00	187.00
{Includes NON Leased Aircraft Parking area away from a Bridge}				
Fuel Flowage Fee / Gallon	0.060	0.060	0.070	0.085

\*Cargo Exempt: Cargo Carriers with on-airfield ramp & operation facilities



## Section X. Selected 2025 Rates & Charges List

*Space rates shown on a square foot per annum basis*

*Other rate basis are noted*

*(This list is not meant to be all inclusive.)*

Change from 2024

Spokane International General Aviation	
Non Lease Aircraft Parking / day	
Single Engine Aircraft	\$ 25.00
Multi Engine / Small Jet	35.00
Q-400 / EJ / RJ or Greater	50.00

Use Agreement / month	
SIA	\$ 100.00
Felts Field	40.00

Felts Field Rates	
Landing Fee / 1000 lbs	\$ 2.50
Non Lease Aircraft / day	25.00
T-Hangar / mo	325.00
Tie-Down / mo	35.00
Fuel Flowage / Gallon	0.085

Miscellaneous Items (not incl. applicable taxes)	
Security Badge Only	\$ 30.00
Badge Renewal or Fingerprinting	40.00
New Badge & Fingerprinting	60.00
1st Lost Badge	30.00
2nd Lost Badge	40.00
3rd Lost Badge	60.00
Telephone Line / mo	12.00
GTC Trip Fee / Trip - Tier I	2.50
GTC Trip Fee / Trip - Tier II	3.00
GTC Trip Fee / Trip - Tier III	7.00

Force Account Rates	
Equipment Rentals	Cost + 10%
Materials	Cost + 10%
Labor / hr.	\$ 80.00

ALL VEHICLE PARKING LOT RATES INCLUDE WA STATE SALES TAX					
Parking (Sales Tax Included)	Covered		Outside		Hourly
	Garage	Surface	C-Lot	Economy	
Length of Stay					
0 - 2 HR	\$ 5.00	\$ 5.00	\$ 5.00	\$ 7.00	\$ 2.00 / HR
2 - 3 HRS	8.00	8.00	8.00		
3 - 4 HRS	11.00	10.00	10.00		
4 - 5 HRS	14.00				
5-24 HRS	17.00				
<b>DAILY MAX.</b>	<b>\$ 17.00</b>	<b>\$ 10.00</b>	<b>\$ 10.00</b>	<b>\$ 7.00</b>	

Miscellaneous Vehicle Parking	
Employee Lots / mo	\$ 30.00
Employee Surface Lot / mo	130.00
Employee Garage Parking / mo	200.00
Passport / Executive / mo	300.00
Vendor / Contractor Parking / veh / year	50.00
Transponder Replacement	50.00
<b>ALL VEHICLE PARKING INCLUDES WSST</b>	

**Notes:** Certain other terminal and leasehold rental rates are set in conjunction with the Airline Operating Agreement (AOA) provisions while others are set by Fair Market Value appraisals. Rental Car and Concession rates are determined through negotiation and Request for Proposal (RFP) processes. Equipment rentals and other rates are available upon request.



# *Spokane Airports 2025 Budget*

*Spokane International Airport / Airport Business Park / Felts Field*



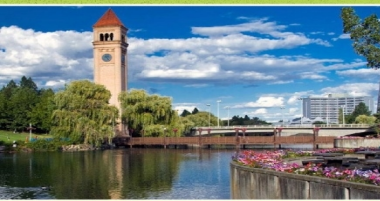
[www.spokaneairports.net](http://www.spokaneairports.net)

*Approved:  
Spokane Airport Board, October 2024*





**SPOKANE**  
INTERNATIONAL AIRPORT



# 2025 BUDGET DISCUSSION SPOKANE AIRPORTS

# SPOKANE AIRPORTS:

## Financially self-sufficient Funds come only from system users

- Operating Revenues
  - Parking and Ground Transportation fees
  - Tenant Rents
  - Airline Landing Fees
  - Rental Cars
  - Concessions (Food/Beverage/Retail/Hotels)
  
- Capital Projects Revenues
  - AIP Grants (Federal Ticket & Fuel Tax; Airport Improvement Trust Fund)
  - Bipartisan Infrastructure Law (BIL) grants
  - Passenger Facility Charges (PFC) from traveling passenger tickets (restricted use)
  - Customer Facility Charges (CFC) from rental car transactions (restricted use)
  - Cash generated from Airport operating and non-operating income
  
- AIP and BIL grants can only fund approved projects



# 2022 - 2025 Activity (Passengers & Landed Weight)

<b>Traffic Activity</b>				
<b>Spokane International Airport</b>				
<b>(for the 12 months ending December 31; numbers in thousands)</b>				
	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
Enplaned Passengers				
Alaska	643	655	675	691
Allegiant (non-sig)	41	42	43	44
Delta	520	561	578	592
Frontier (non-sig)	13	-	-	-
Southwest	469	482	497	509
American	109	141	145	149
United	161	182	187	192
Sun Country	6	4	4	4
Others	3	0	0	0
<b>Total</b>	<b>1,965</b>	<b>2,068</b>	<b>2,130</b>	<b>2,181</b>
Enplaned Passengers	1,965	2,068	2,130	2,181
% Change YoY	19.6%	5.2%	3.0%	2.4%
By Terminal				
Terminal C	752	796	820	840
Terminal A&B	1,214	1,272	1,310	1,341
<b>Total</b>	<b>1,965</b>	<b>2,068</b>	<b>2,130</b>	<b>2,181</b>

<b>Traffic Activity</b>				
<b>Spokane International Airport</b>				
<b>(for the 12 months ending December 31; numbers in thousands)</b>				
	Actual 2022	Actual 2023	Estimate 2024	Budget 2025
Landed Weight (per 1,000 lbs.)				
Passenger Airlines				
Alaska	725	756	756	773
Allegiant (non-sig)	41	38	48	50
Delta	586	672	648	662
Frontier (non-sig)	14	-	-	-
Southwest	478	511	556	569
American	116	151	163	166
United	177	194	210	214
Sun Country (non-sig)		3	5	5
Others	13	-	0	0
<b>Subtotal - Passenger</b>	<b>2,148</b>	<b>2,326</b>	<b>2,386</b>	<b>2,439</b>
% Change YoY	3.0%	8.3%	2.6%	2.2%
Cargo				
Signatory	446	429	343	346
Non-signatory	136	182	145	147
<b>Subtotal - Cargo</b>	<b>583</b>	<b>610</b>	<b>488</b>	<b>493</b>
<b>Total</b>	<b>2,730</b>	<b>2,936</b>	<b>2,873</b>	<b>2,931</b>
% Change YoY	3.7%	7.5%	-2.1%	2.0%



## Sources and Uses of Cash

(Based on 2025 Budget)



## 2025 Budget Highlights

- Consolidated operating revenues of \$63.2M
  - 10.3% increase from 2024 budgeted revenues
  - Increases in terminal concessions and parking
  - Increase to airline revenue based on rates and leased premises
  
- Consolidated operating expenses total of \$54.3M
  - 29.3% increase from 2024 budgeted expenses
  - Includes \$6.3M for debt service, accounts for ~14% of increase
  - Budgeted staffing levels increased from current
  - Increase in snow/deicing
  - Increase in costs related to terminal expansion such as custodial and utilities

## 2025 Major Capital Projects by Funding Source

- Total Capital Program of \$148.8M
- PFC paygo of \$5.1M
  - Concourse C TREX construction; equipment/vehicle acquisitions
- Debt issuance (PFC supported) of \$66.9M
  - Concourse C TREX construction, administration building, fuel facility expansion
- CFC of \$8.5M
  - GTC Improvements Phase III
- Operating Cash Funded of \$26.1M
  - Landside improvements, including parking expansion, terminal improvements, Taxiway A reconstruction (matching funds), equipment and vehicle acquisitions, IT infrastructure upgrades, Rail/Truck Transload (matching funds)
- Federal & State Grants of \$42.2M
  - Taxiway A Reconstruction, Concourse C TREX, Spotted Road Realignment, Rail/Truck Transload

# 2025 Budget Summary (with comparison to 2024)

SPOKANE AIRPORT BOARD																																																						
2025 BUDGET SUMMARY																																																						
<b>CONSOLIDATED</b>				<b><u>2024</u></b>																																																		
	Spokane International Airport	\$ 208,649,155		17.9%																																																		
	Airport Business Park	2,228,351		60.7%																																																		
	Felts Field	<u>4,832,119</u>		-25.3%																																																		
	<b>Total</b>	<b><u>\$ 215,709,625</u></b>		16.7%																																																		
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px;"> <table border="1"> <thead> <tr> <th><b><u>2024</u></b></th> <th colspan="2"><b>OPERATING EXPENSES</b></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>31.9%</td> <td>Spokane International Airport</td> <td style="text-align: right;">\$ 63,699,908</td> <td></td> <td></td> </tr> <tr> <td>-4.5%</td> <td>Airport Business Park</td> <td style="text-align: right;">\$ 1,228,351</td> <td></td> <td></td> </tr> <tr> <td>-0.1%</td> <td>Felts Field</td> <td style="text-align: right;"><u>\$ 2,022,119</u></td> <td></td> <td></td> </tr> <tr> <td>29.8%</td> <td><b>Total</b></td> <td style="text-align: right;"><b><u>\$ 66,950,378</u></b></td> <td></td> <td></td> </tr> </tbody> </table> </div> <div style="border: 1px solid black; padding: 5px;"> <table border="1"> <thead> <tr> <th></th> <th colspan="2"><b>CAPITAL</b></th> <th></th> <th><b><u>2024</u></b></th> </tr> </thead> <tbody> <tr> <td></td> <td>Spokane International Airport</td> <td style="text-align: right;">\$ 144,949,247</td> <td></td> <td style="text-align: right;">12.6%</td> </tr> <tr> <td></td> <td>Airport Business Park</td> <td style="text-align: right;">1,000,000</td> <td></td> <td style="text-align: right;">900.0%</td> </tr> <tr> <td></td> <td>Felts Field</td> <td style="text-align: right;"><u>2,810,000</u></td> <td></td> <td style="text-align: right;">-36.8%</td> </tr> <tr> <td></td> <td><b>Total</b></td> <td style="text-align: right;"><b><u>\$ 148,759,247</u></b></td> <td></td> <td style="text-align: right;">11.6%</td> </tr> </tbody> </table> </div> </div>					<b><u>2024</u></b>	<b>OPERATING EXPENSES</b>				31.9%	Spokane International Airport	\$ 63,699,908			-4.5%	Airport Business Park	\$ 1,228,351			-0.1%	Felts Field	<u>\$ 2,022,119</u>			29.8%	<b>Total</b>	<b><u>\$ 66,950,378</u></b>				<b>CAPITAL</b>			<b><u>2024</u></b>		Spokane International Airport	\$ 144,949,247		12.6%		Airport Business Park	1,000,000		900.0%		Felts Field	<u>2,810,000</u>		-36.8%		<b>Total</b>	<b><u>\$ 148,759,247</u></b>		11.6%
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**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/29/2024

**Clerk's File #** OPR 2024-0382

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Bid #</b>	RFP 6030-23
------------------------	------------------------	--------------	-------------

<b>Contact Name/Phone</b>	LAZ MARTINEZ 625-6979	<b>Requisition #</b>	CR26842
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<b>Contact E-Mail</b>	LMARTINEZ@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
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<b>Agenda Item Name</b>	5300 SCALEHOUSE MANAGEMENT SYSTEM		
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**Agenda Wording**

This Contract Amendment shall become effective on November 1, 2024, and shall end May 31, 2025. The City shall pay an additional amount not to exceed thirty-six thousand five hundred forty-two and 70/100 dollars.

**Summary (Background)**

Paradigm Software LLC (Cockeysville, MD) provides Scalehouse Management Software in support of the City's Waste to Energy Department. Paradigm is a comprehensive software suite for capturing, invoicing, and reporting transactions from weighing scales. The City selected Paradigm Software through RFP #6030-23 Scalehouse Management System. This is a contract amendment to OPR 2024-0382 for an additional kiosk and supporting hardware for the Waste to Energy Scalehouse replacement project.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 36,542.70
------------	--------------

Current Year Cost	\$ 36,542.70
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Subsequent Year(s) Cost	\$ N/A
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**Narrative**

This request is for software maintenance and support which is contractually required by the software vendor.

**Amount**

**Budget Account**

Expense	\$ 36,542.70	# 4490-44900-94000-56403
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



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

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	MARTINEZ, LAZ
<b><u>Division Director</u></b>	
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	NECHANICKY, JASON

**Distribution List**

Jackie Barlow Jackie.barlow@paradigmsoftware.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Laz Martinez
<b>Contact Email &amp; Phone</b>	<a href="mailto:lmartinez@spokanecity.org">lmartinez@spokanecity.org</a> 625-6979
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Paradigm Software LLC (Cockeysville, MD) provides Scalehouse Management Software in support of the City's Waste to Energy Department. Paradigm is a comprehensive software suite for capturing, invoicing, and reporting transactions from weighing scales. The City selected Paradigm Software through RFP #6030-23 Scalehouse Management System. This is a contract amendment to OPR 2024-0382 for an additional kiosk and supporting hardware for the Waste to Energy Scalehouse replacement project.
<b>*use the Fiscal Impact box below for relevant financial information</b>	
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$36,542.70</u></p> <p>    Current year cost: \$ 36,542.70</p> <p>    Subsequent year(s) cost: \$</p> <p><b>Narrative:</b> This request is for software maintenance and support which is contractually required by the software vendor.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – additional software and hardware costs.	
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 – additional software and hardware costs.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – additional software and hardware costs.

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Scalehouse Management software.





**CITY OF SPOKANE**  
**CONTRACT AMENDMENT**  
**Title: SCALEHOUSE MANAGEMENT SYSTEM**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARADIGM SOFTWARE, LLC**, whose address is 113 Old Padonia Road, Suite 200, Cockeysville, Maryland 21030, 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 Scalehouse Management System Software Implementation, Licensing and Support for the Waste to Energy Facility, and

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

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

**1. CONTRACT DOCUMENTS.**

The Contract dated May 22, 2024, and May 28, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on November 1, 2024, and shall end May 31, 2025.

**3. ADDITIONAL WORK.**

The original contract is amended to include the purchase of modules, intercoms and support as noted in the attached Price Quote dated September 17, 2024.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY-SIXTY THOUSAND FIVE HUNDRED FORTY-TWO AND 70/100 DOLLARS (\$36,542.70)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**PARADIGM SOFTWARE, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments to this Amendment:**

Company's Price Quote dated September 17, 2024

24-162a

# Price Quote



**To:** Erica Jacobo, City of Spokane - Solid Waste Disposal Department  
**From:** William Strange, *Paradigm Software, L.L.C.*®  
**Date:** 08/20/2024  
**Re:** Radiation Module and Intercom Quote

The following price quote is presented for the requested items below as requested by City of Spokane - Solid Waste Disposal Department.

Qty	UM	Item/Description	Rate	Total
1.00	LN	Radiation Module - (Commercial lane)	\$1,575.00	\$1,575.00*
2.00	EA	Intercom Sub-Station with Horn (IP) - (One for each WTE kiosk - This is the remote Sub-Station and Horn. Client must provide POE switch.)	\$1,311.15	\$2,622.29
1.00	EA	Intercom Master (IP) - (WTE Scale House - This is the Master Station and Transformer. Client must provide POE switch.)	\$1,799.00	\$1,799.00
12.00	MO	Pro-Rata Change in Annual Standard Support - (Will be invoiced based on Go-Live date through the end of the current support term.)	\$39.38	\$472.56
<b>Project Sub-Total:</b>				<b>\$6,468.85</b>
<b>Tax (9.00%):</b>				<b>\$582.20</b>
<b>Project Total:</b>				<b>\$7,051.05</b>
<b>*Total Change In Annual Support:</b>				<b>\$472.50</b>
<b>*Total Change In Annual Service Fee:</b>				<b>\$0.00</b>

All pricing and subsequent payments are in US Dollars

**Payment Terms (Does not include Taxes):**


Description	Percent	Total
Hardware - Due Upon Agreement/Price Quote Execution	100%	\$4,421.29

All duties and taxes for shipment of the above items are the responsibility of the client. The signature of City of Spokane - Solid Waste Disposal Department authorized representative or the Purchase Order Number provided below approves this quote. Please e-mail authorized quote to [info@paradigmsoftware.com](mailto:info@paradigmsoftware.com). If you have any questions, please call (410) 329-1300, option 3. This quote is valid for thirty (30) days from the date listed above.

**City of Spokane - Solid Waste Disposal  
Department**

®  
**Paradiam Software. L.L.C.®**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

By: \_\_\_\_\_

Phil Weglein  
Chief Executive Officer

Title: \_\_\_\_\_

Date: 08/20/2024

Date: \_\_\_\_\_

**Please provide Purchase Order Number or write No PO Necessary for Payment:** \_\_\_\_\_

Please provide shipping address if applicable:

\_\_\_\_\_  
Street Address (no PO Box)

\_\_\_\_\_  
City, State/Province, Zip/Postal Code

# Price Quote



**To:** Kurt Monsen, City of Spokane - Solid Waste Disposal Department  
**From:** William Strange, Paradigm Software, L.L.C.®  
**Date:** 09/17/2024  
**Re:** Right Side Kiosks Quote

The following price quote is presented for the requested items below as requested by City of Spokane - Solid Waste Disposal Department.

Qty	UM	Item/Description	Rate	Total
2.00	EA	Kiosk - Stainless Steel - 30x24x12 - (NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$8,011.98	\$16,023.96
2.00	EA	Touch Screen Monitor - Abraxsys (15 inch) - (15" High-Bright, Stainless Steel Bezel, XGA resolution, Hardened Armored Resistive Touch, VGA/DP/DVI w/ Locking DVI-to-HDMI cable, AC Power (fixed))	\$3,084.75	\$6,169.50
2.00	EA	Video Extender HDMI 4K (up to 300 ft) - (includes HDMI cable for kiosk)	\$533.00	\$1,066.00
2.00	EA	Kiosk Thermal Receipt Printer	\$850.00	\$1,700.00
2.00	EA	4-port Extended Temperature Serial Server (Perle)	\$1,246.05	\$2,492.10
2.00	EA	Intercom Sub-Station with Horn (IP) - (This is the remote Sub-Station and Horn. Client must provide POE switch.)	\$1,311.15	\$2,622.29
<b>Project Sub-Total:</b>				<b>\$30,073.85</b>
<b>Tax (9.00%):</b>				<b>\$2,706.65</b>
<b>Project Total:</b>				<b>\$32,780.50</b>
<b>*Total Change In Annual Support:</b>				<b>\$0.00</b>
<b>*Total Change In Annual Service Fee:</b>				<b>\$0.00</b>

All pricing and subsequent payments are in US Dollars

**Payment Terms (Does not include Taxes):**

Description	Percent	Total
Hardware - 100% Due Upon Agreement/Price Quote Execution	100%	\$30,073.85

All duties and taxes for shipment of the above items are the responsibility of the client. The signature of City of Spokane - Solid Waste Disposal Department authorized representative or the Purchase Order Number provided below approves this quote. Please e-mail authorized quote to info@paradigmsoftware.com. This quote is valid for thirty (30) days from the date listed above. If hardware is listed as part of this quote, it will be ordered upon quote authorization and the manufacturer's

**City of Spokane - Solid Waste Disposal  
Department**

®  
**Paradiam Software. L.L.C.®**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

By: \_\_\_\_\_

Phil Weglein  
Chief Executive Officer

Title: \_\_\_\_\_

Date: 09/17/2024

Date: \_\_\_\_\_

**Please provide Purchase Order Number or write No PO Necessary for Payment:** \_\_\_\_\_

Please provide shipping address if applicable:

\_\_\_\_\_  
Street Address (no PO Box)

\_\_\_\_\_  
City, State/Province, Zip/Postal Code



STATE OF WASHINGTON

# BUSINESS LICENSE

Limited Liability Company

PARADIGM SOFTWARE, L.L.C.  
STE 200  
113 OLD PADONIA RD  
COCKEYSVILLE MD 21030-4967

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Issue Date: Apr 19, 2024

Unified Business ID #: 602884619

Business ID #: 001

Location: 0001

Expires: Apr 30, 2025

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

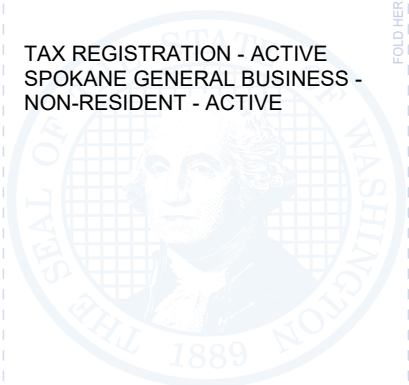
Director, Department of Revenue

UBI: 602884619 001 0001

PARADIGM SOFTWARE, L.L.C.  
STE 200  
113 OLD PADONIA RD  
COCKEYSVILLE MD 21030-4967

FOLD HERE

STATE OF WASHINGTON



FOLD HERE

TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE

Expires: Apr 30, 2025

Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

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

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

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

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

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

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

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







**Agenda Sheet for City Council:**

**Committee:** Public Safety **Date:** 11/04/2024

**Committee Agenda type:** Consent

**Date Rec'd**

10/29/2024

**Clerk's File #**

OPR 2024-0879

**Cross Ref #**

**Project #**

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

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Bid #**

**Contact Name/Phone**

ARIELLE 509-564-5278

**Requisition #**

**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON PDILLON MCATHCART

**Agenda Item Name**

1680- HOUSING NAVIGATION CENTER CONTRACT AMENDMENT

**Agenda Wording**

Empire Health Foundation was awarded \$3,850,000 to be the operator of the Housing Navigation Center. Revive Counseling Spokane, PLLC is the service provider. Amendment is to increase funds by \$2,583,000.

**Summary (Background)**

Funding increase is a combination of ARPA and Opioid funds. The increase will be used to operate the Housing Navigation Center and manage scattered site shelters. Revive will provide street outreach and navigation services in coordination with the City of Spokane's Homeless Outreach Team.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 2,000,583.00

Current Year Cost \$ 2,000,583.00

Subsequent Year(s) Cost \$

**Narrative**

See briefing paper.

**Amount**

**Budget Account**

Expense \$ 1,876,233

# 1425-88155-94180-56201-97334

Expense \$ 124,350

# 1555-19100-22230-54201-99999

Select \$

#

Select \$

#

\$

#

\$

#



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

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	ANDERSON, ARIELLE M.
<b><u>Division Director</u></b>	KINDER, DAWN
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

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

**Distribution List**

	arielleanderson@spokanecity.org
mmorrison@spokanecity.org	dkinder@spokanecity.org
sbrown@spokanecity.org	dnorman@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	11/4/2024
<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Arielle Anderson
<b>Contact Email &amp; Phone</b>	arielleanderson@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Wilkerson, Dillon, Cathcart</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1680-Housing Navigation Center Contract Amendment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Empire Health Foundation was awarded \$3,850,000 to be the operator of the Housing Navigation Center. Revive Counseling Spokane, PLLC is the service provider.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>This proposed contract amendment will:</p> <ul style="list-style-type: none"> <li>• Increase the Housing Navigation Contract by \$1,876,233; and</li> <li>• Provide an additional \$124,350 to Revive Counseling Spokane, PLLC for opioid disorder specific street outreach services.</li> </ul>
<b>Fiscal Impact</b>	
<p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2,000,583.00</u></p> <p>    Current year cost: \$2,000,583.00</p> <p>    Subsequent year(s) cost:</p>	
<p><b>Narrative:</b> The scope of services to be performed under the amended contract will include the same housing navigation center with scattered site sheltering as in the original agreement dated October 1, 2024, and now include street outreach component.</p> <p>Empire Health Foundation will use the additional \$1,876,233 to include additional funding to identify more scattered site shelters. Revive Counseling will provide street outreach and navigation services, in coordination with the City of Spokane’s Homeless Outreach Team, including referrals to inpatient treatment, emergency and inclement weather beds and connection to Coordinated Entry services.</p>	
<p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? The Housing Navigation Centers is a one year pilot program funded with Department of Commerce funds. The additional \$1,876,233 are unallocated ARPA funds. The homeless street outreach contract is to respond to the opioid crisis funded by \$124,350 from opioid settlement dollars. It will target unsheltered individuals who are struggling with Opioid Use Disorder or at risk of OUD due to exposure, SUD history, and other factors.</p>	
<p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p>	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? <i>Both funding streams will provide a unique opportunity to identify vulnerable communities that have additional barriers which may include cultural nuances, race/ethnicity, LGBTQ+, etc. This is particularly the case with Scattered Sites. EHF</i></p>	

*will engage smaller organizations/agencies that either have a solid history of serving excluded/marginalized communities or whose mission it is to serve these populations.*

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? *All enrollments into HMIS capture the identified demographics.*

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? *EHF and Revive will both be required to enter data into HMIS as identified in their contracts. Performance metrics will be based on Outreach Projects and Emergency Shelter (night-by-night) Projects as identified in our Five-Year Plan.*

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 additional monies are supported by the Five-Year Plan to End and Prevent Homelessness.*



**CITY OF SPOKANE**  
**CONTRACT AMENDMENT**  
**Title: HOUSING NAVIGATION CENTER**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **EMPIRE HEALTH FOUNDATION** whose address is 1020 West Riverside Ave; Spokane, WA, 99210 as ("OPERATOR"), individually hereafter referenced as a "OPERATOR", and together as the "parties".

*WHEREAS, the parties entered into an Agreement wherein the OPERATOR agreed to administer for the CITY the HOUSING NAVIGATION CENTER; and*

*WHEREAS, the OPERATOR was selected through the competitive Housing Navigation Center Operator and Service Provider RFP issued by the CITY on June 5, 2024; and*

*WHEREAS, the OPERATOR was awarded System Demonstration Grant Supplemental 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 Mayor declared an emergency on June 4, 2024 to implement an integrated response to address the opioid crisis in the City of Spokane; and*

*WHEREAS, on June 6, 2024, the City Council adopted Resolution 2024-0054 allowing the Mayor to execute contracts and other agreements to respond to the opioid crisis.*

*WHEREAS, Revive Counseling will respond to the opioid crisis by providing targeted street outreach and navigation services, in coordination with the City of Spokane's Homeless Outreach Team, that will include coordinating service delivery to individuals suffering from opioid use disorder or those at risk of OUD due to exposure, SUD history, and/or other factors.*

*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 October 1, 2024, 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 **TWO MILLION AND FIVE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$2,000,583.00)** for everything furnished and done under this Amendment which equates to a new Total Agreement amount not to exceed **FIVE MILLION EIGHT HUNDRED FIFTY THOUSAND FIVE HUNDRED EIGHTY THREE AND NO/100 DOLLARS (\$5,850,583.00)** 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
HOUSING NAVIGATION CENTER	\$ 3,850,000
<b>ORIGINAL TOTAL</b>	<b>\$ 3,850,000</b>

HOUSING NAVIGATION CENTER OPERATIONS AMEMENDMENT  
A SPENDING ALLOWABILITY

SHELTER OPERATIONS 2024 AMENDMENT A	\$1,876,233.00
STREET OUTREACH SERVICES	\$124,350
<b>AMENDED TOTAL</b>	<b>\$5,850,583.00</b>

4. **SCOPE OF SERVICES.** The scope of services to be performed under this AMENDED AGREEMENT will include the same housing navigation center with scattered site sheltering as in the original agreement dated October 1, 2024, and now include street outreach component.

5. **COMPENSATION.** The City shall pay GRANTEE a maximum amount not to exceed **TWO MILLION AND FIVE HUNDRED EIGHTY-THREE AND NO/100**



**DOLLARS (\$2,000,583.00)**, 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.

<b>EMPIRE HEALTH FOUNDATION</b>	<b>CITY OF SPOKANE:</b>
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

<b>ATTEST</b>	<b>APPROVED</b>
_____ City	_____ Assistant City Attorney

ATTACHMENTS:

| ARPA General Terms and Conditions

## **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.



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/29/2024

**Clerk's File #** OPR 2024-0966

**Cross Ref #** ORD C35970

**Project #**

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

<b>Submitting Dept</b>	COMMUNICATIONS & MARKETING	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	TIM OTT 625-6355	<b>Requisition #</b>	CR26864
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<b>Contact E-Mail</b>	TOTT@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
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<b>Agenda Item Name</b>	1940 CME CABLE CHANNEL AGREEMENT WITH COMMUNITY MINDED		
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**Agenda Wording**

The City of Spokane contracts with HIP of Spokane dba Community Minded Enterprises to operate CMTV 14, the City of Spokane's Community Access television channel as part of the City's Cable Franchise with Comcast Cable

**Summary (Background)**

The City of Spokane designates Community Minded Enterprises operates CMTV as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. CMTV prioritizes the Capital Equipment needs of the Comcast PEG Public channel, then relays those requests on to the City for funding. This contract enables the City to reimburse Community Minded Enterprises for capital equipment purchases related to PEG video production and distribution.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 69,544.98
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Current Year Cost	\$ 69,544.98
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Subsequent Year(s) Cost	\$
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**Narrative**

This reimbursement contract fulfills Section 19 of the Comcast Cable Franchise adopted in the fall of 2021 in regard to Public programming. \*Revised COI needed\*

**Amount**

**Budget Account**

Expense	\$ 69,544.98	# 1940-37330-18900-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



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

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	HUT, ERIN
<b><u>Division Director</u></b>	HUT, ERIN
<b><u>Accounting Manager</u></b>	BUSTOS, KIM
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>PURCHASING</u></b>	NECHANICKY, JASON

**Distribution List**

John Hindman johnh@community-minded.org	dans@community-minded.org
tott@spokanecity.org	ehut@spokanecity.org
laga@spokanecity.org	ywang@spokanecity.org

## Committee Agenda Sheet

### Finance Committee

<b>Submitting Department</b>	Communications/PEG Funds
<b>Date:</b>	10/7/24
<b>Contact Name</b>	Tim Ott
<b>Contact Email &amp; Phone</b>	<a href="mailto:tott@spokanecity.org">tott@spokanecity.org</a> - ext. 6355
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	CMTV PEG Reimbursement Contract
<b>Summary (Background)</b>	<p>The City of Spokane designates Community Minded Enterprises operates CMTV as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. CMTV prioritizes the Capital Equipment needs of the Comcast PEG Public channel, then relays those requests on to the City for funding.</p> <p>This contract enables the City to reimburse Community Minded Enterprises for capital equipment purchases related to PEG video production and distribution.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval of this contract to fulfill Comcast Cable Franchise Requirements under section 19 "Community Programming".
<p><b>Fiscal Impact:</b>            Total Cost: <u>\$69,544.98</u>            Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring            Specify funding source:</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>As part of the Franchise, the City Contracts with CMTV to distribute PEG programming to Comcast for delivery of the community and public access programming.</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>The recently adopted cable franchise requires Comcast Cable to provide public access programming to be carried on the basic cable tier which is the most affordable tier of cable television.</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 is currently no way to obtain PEG channel data on Comcast customers.</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?

This reimbursement contract fulfills Section 19 of the Comcast Cable Franchise adopted in the fall of 2021 in regard to Public programming.



**City of Spokane**  
**COMMUNITY ACCESS  
TELEVISION AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HIP OF SPOKANE dba COMMUNITY MINDED ENTERPRISES**, whose address is 2001 N Division Street, Ste 130, Spokane, Washington 99207 as ("CME"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the City of Spokane has obtained certain channel resources and capital financing as a result of a Franchise renewal, C35970, with the local Cable Operator, Comcast Cable Communications Management, LLC, ("Comcast"); and*

*WHEREAS, the Franchise documents include the Franchise Ordinance itself which is attached hereto as Exhibit B and incorporated herein; and*

*WHEREAS, CME has agreed to provide community programming; and*

*WHEREAS, it does not appear there is any other entity capable or qualified to use the reserved channel resource identified above and CME Proposal appears to be in the public interest;*

The parties agree as follows:

**1. DESIGNATION OF CME AS CHANNEL MANAGER.**

The City designates CME as Channel Manager of the channel reserved in the Comcast Franchise. This designation terminates if the Comcast Franchise Agreement terminates or expires. The designation is in the nature of a quitclaim authorization, to the extent of the City's power and authority to make such designation, without any promises or warranties. This section and Section 2 comprise the entire obligations of the City under this Agreement, notwithstanding any other provision.

**2. 2024 CAPITAL FUNDING.** Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast cable company (C35970) for PEG Fee source expenditures, the City agrees to pay CME from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to **SIXTY NINE THOUSAND FIVE HUNDRED FORTY FOUR AND 98/100 DOLLARS (\$69,544.98)** for capital expenditures for the calendar year 2024. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

A. CME agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate

operational funding and other resources necessary to accomplish this function;  
and

- B. CME understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. CME shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event CME cannot do so to City's satisfaction, CME is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19 J (4). CME further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to CME for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

**3. FUNDING APPROVAL.** PEG funds and expenses will be approved upon submission of expense receipts to the City.

**4. TERM/NOTICES**

A. The Agreement takes effect January 1, 2024, and expires December 31, 2024  
PROVIDED:

- i. It automatically expires if the current Comcast Franchise expires or is otherwise terminated or substantially modified for any reason unless extended in writing by the City.
- ii. It may be terminated without any requirement of showing cause by either party, upon sixty (60) days written notice; PROVIDED the City may terminate the Agreement upon a lesser notice period if it reasonably determines that it is exposed to any loss or liability because of continuation of the Agreement,

B. Notices shall be given:

- i. To the City: Attention: Mayor, 808 W. Spokane Falls Blvd., Spokane WA 99201.
- ii. To CME: Attention: General Manager, 2001 N Division Street, Ste 130, Spokane, Washington 99207.

**5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. CME shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. CME agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## **7. INDEMNIFICATION.**

CME 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 CME's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 CME'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 CME, its agents or employees. CME specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by CME's own employees against the City and, solely for the purpose of this indemnification and defense, CME specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. CME recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **8. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to CME's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with CMS's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and



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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from CME or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, CME 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 Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. CME shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**9. DEBARMENT AND SUSPENSION.**

CME 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.

**10. AUDIT.**

CME and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. CME and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**11. ASSIGNMENT AND SUBCONTRACTING.**

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

**12. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay CME for all work previously authorized and performed prior to the termination date.

**13. STANDARD OF PERFORMANCE.**

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

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to CME shall be safeguarded by CME. CME shall make such data, documents and files

available to the City upon the City's request. If the City's use of CME's records or data is not related to this project, it shall be without liability or legal exposure to CME.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**15. ANTI KICK-BACK.**

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

**16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. CME, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, CME shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by CME after the time the same shall have become due nor payment to CME for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and CME. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**COMMUNITY MINDED ENTERPRISES**

**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 –Franchise Renewal Agreement C35970

**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)



**Agenda Sheet for City Council Meeting of:**  
11/09/2020

<b>Date Rec'd</b>	10/29/2020
<b>Clerk's File #</b>	ORD C35970
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	COMMUNICATIONS
<b>Contact Name/Phone</b>	MARLENE FEIST X6505
<b>Contact E-Mail</b>	MFEIST@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0330-CABLE TELEVISION FRANCHISE WITH COMCAST

**Agenda Wording**

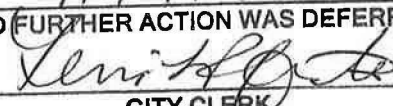
Granting a non-exclusive Franchise Agreement to Comcast Cable Communications Mgmt., LLC, to use public rights-of-way and other public places in the City of Spokane for the purpose of providing cable TV services with a variety of terms & conditions.

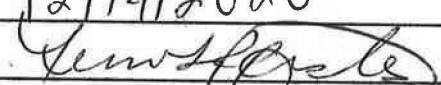
**Summary (Background)**

Comcast has provided cable television services in the City for some time. The last franchise with the company was entered into in 2005 and continued through November 2017; it had been administratively extended while negotiations continued. Comcast and the City have completed negotiations and present this 10-year non-exclusive cable franchise for approval. The goal is to ensure that our City has modern systems capable of serving future needs of our citizens & businesses.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DELAY, JOHN	<b>Study Session\Other</b>	PIES 7/27/2020 &
<b>Division Director</b>	CODDINGTON, BRIAN	<b>Council Sponsor</b>	Brean Beggs
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	mfeist@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	jdelay@spokanecity.org	
<b>Additional Approvals</b>		tszamblen@spokanecity.org	
<b>Purchasing</b>		terry_davis@comcast.com	
		steven_holmes@cable.comcast.com	
		brian.grogan@lawmoss.com	

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON  
11/9/2020  
AND FURTHER ACTION WAS DEFERRED  
  
CITY CLERK

PASSED BY  
SPOKANE CITY COUNCIL:  
12/14/2020  
  
CITY CLERK

## Briefing Paper

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Division &amp; Department:</b>	Communications Department
<b>Subject:</b>	Updated Cable Franchise with Comcast
<b>Date:</b>	10/26/2020
<b>Contact (email &amp; phone):</b>	Marlene Feist; <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> ; (509) 625-6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, PW Director of Strategic Development
<b>Committee(s) Impacted:</b>	PIES, Urban Experience, Finance
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This franchise meets goals around technology availability and economic development.
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	November anticipated approval of franchise
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of an updated cable franchise with provider Comcast.

**Background/History:**

Comcast has operated in the City of Spokane for some time. The last franchise with the company was entered into in 2005 and continued through November 2017. The franchise has been extended while negotiations for a new franchise proceeded. Comcast had been our only cable provider for some time, but this is a non-exclusive franchise for such services. TDS Metrocom received a cable franchise earlier this year, which will provide citizens with additional choice.

**Executive Summary:**

The City's Legal and Communications departments have been meeting with representatives of Comcast to negotiate an updated cable franchise. Comcast's previous franchise with the City was approved in November 2005 and expired in November 2017; terms of the franchise were extended while negotiations for a new franchise have continued. The terms are consistent with those in the franchise of the City's new cable entrant, TDS Metrocom.

With this, and other cable television franchises, the City is working to ensure that our City has modern systems capable of serving the future needs and interests of our citizens and businesses. The City wants to ensure the availability of community programming, maintain our public right of way, and provide broad access to services.

Here are the highlights:

- Franchise Term Length: 10 years
- Franchise Fee: 5 percent
- Utility Tax: 6 percent
- PEG Channels: 6 channels (2 High-Definition and 4 Standard Definition Channels); CityCable 5 maintains the same location: Channel 5 in standard definition and Channel 325 in HD.
- PEG Financial Support: 0.7% of gross revenues for PEG Capital costs. These fees support capital expenses associated with the City's government-access channels as well as Community Minded TV and Education Access channels.
- Technology: As a legacy system that already serves the entire City, Comcast will maintain a hybrid fiber coaxial, fiber-to-the-node system architecture, capable of delivering high-quality

digital signals that meet or exceed FCC requirements.

- Service area: Comcast's service area already includes the entire City, and annexed areas shall be provided service within 12 months of notification of the annexation.
- Other: Comcast will comply with the City's pavement cut policy and similar policies and will comply with the customer service and related standards found in SMC 10.27.

**Budget Impact:**

Approved in current year budget?  Yes  No  N/A

Annual/Reoccurring expenditure?  Yes  No  N/A

If new, specify funding source:

Other budget impacts:

**Operations Impact:**

Consistent with current operations/policy?  Yes  No  N/A

Requires change in current operations/policy?  Yes  No  N/A

Specify changes required:

Known challenges/barriers:

**CABLE COMMUNICATIONS FRANCHISE  
BY AND BETWEEN  
CITY OF SPOKANE, WASHINGTON  
AND  
COMCAST CABLE  
COMMUNICATIONS MANAGEMENT, LLC**

**October 8, 2020**



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CABLE COMMUNICATIONS FRANCHISE ORDINANCE NO. C35970

An Ordinance renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, including any prior transfers to this entity, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.  
PURPOSE AND INTENT.

This Franchise Agreement is by and between the City of Spokane, a Washington municipal corporation (“City”), and Comcast Cable Communications Management, LLC (“Franchisee”).

WHEREAS, the City, pursuant to Chapter 10.27A of the Municipal Code of the City of Spokane, Washington (hereinafter “SMC 10.27A”), is authorized to grant one or more non-exclusive revocable Franchise Agreements to construct, maintain and operate a Cable System within the City; and,

WHEREAS, pursuant to SMC 10.27A and in accordance with Section 626 of the Cable Communications Policy Act of 1984, Franchisee has requested renewal of its Cable Communications Franchise Agreement, and after negotiations with Franchisee, the City has determined that it is in the best interest of the City and its residents to renew the Franchise Agreement with Franchisee; and,

WHEREAS, the City has, following required and reasonable notice, conducted a full public hearing, affording all persons concerned with the analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Franchisee; and,

WHEREAS, the City, after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification and character of said Franchisee; and,

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety and welfare of the citizens of the City to renew the Franchise Agreement to the Franchisee to operate a Cable System within the confines of the City and on the terms and conditions hereinafter set forth; and,

WHEREAS, the Franchisee has agreed to be bound by the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the renewal of the franchise pursuant to this Franchise Agreement, the Franchisee hereby promises to comply with the provisions of this Franchise Agreement and SMC 10.27A. In consideration of the Franchisee’s promises, the City hereby grants a franchise as hereinafter set forth:

SECTION 2.  
TITLE.

THIS AGREEMENT may be referred to as the “City of Spokane, Washington/Comcast Cable Communications Management, LLC Cable Communications Franchise Agreement.”

SECTION 3.  
DEFINITIONS.

For the purpose of this Franchise Agreement the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and the word “may” is permissive. Words not defined shall be given their common and ordinary meanings.

- (A) “Access Channel” shall mean any Channel set aside for Non-commercial public use, educational use, or governmental use without a Channel usage charge.
- (B) “Access User” shall mean any Person entitled to make use of an Access Channel consistent with the intended purpose of the Channel. [Cross reference SMC 10.27A.510]
- (C) “Basic Cable Service” shall mean any Service Tier which includes the retransmission of local television broadcast signals.
- (D) “Cable Act” shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.
- (E) “Cable Service” or “Service” shall mean (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.
- (F) “Cable System” or “System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term shall not include:
  - (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
  - (2) a facility that serves only Subscribers without using any Public Right of Way;
  - (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered

a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with 47 U.S.C. § 573; or

(5) any facilities of any electric utility used solely for operating its electric utility system.

(G) “Channel” shall mean bandwidth in the electromagnetic spectrum capable of carrying a television channel (as television channel is defined by FCC regulation).

(H) “City” shall mean the City of Spokane, Washington. For purposes of enforcement of any provision, “City” further means the City Administrator or their designee except where otherwise specified.

(I) “Complaint” shall mean a Subscriber written contact (via U.S. mail, email or other electronic means) with the City to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the scope of this Franchise Agreement or Ch. 10.27A SMC.

(J) “Converter” shall mean an electronic tuning device which converts transmitted signals to a frequency which permits their reception on a television receiver.

(K) “Council” shall mean the legislative body of the City of Spokane, Washington.

(L) “FCC” shall mean the Federal Communications Commission or any legally appointed or designated agent or successor.

(M) “Franchise Agreement” or “Franchise” shall mean the nonexclusive right and authority to construct, maintain, and operate a Cable System through use of Public Rights of Way in the City pursuant to a contractual agreement approved by the City Council and executed by the City and Franchisee.

(N) “Franchise Area” shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted. [Cross reference SMC 10.27A.720]

(O) “Franchisee” shall mean Comcast Cable Communications Management, LLC, including any lawful successor, transferee or assignee of the original Franchisee.

(P) “Franchise Fee” means consideration paid by Franchisee for the privilege to operate a Cable System in the Franchise Area as set forth in Section 4, in accordance with Section 622 of the Cable Act and federal law.

(Q) “GAAP” means Generally Accepted Accounting Principles.

(R) "Gross Revenues" means all amounts derived by the Franchisee and/or an affiliate from the operation of Franchisee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- (1) Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);
- (2) Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
- (3) Fees paid to Franchisee for Channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
- (4) Converter, remote control, and other Cable Service equipment rentals, leases, or sales (but not revenues from equipment used exclusively for the provision of services that are not Cable Service);
- (5) Advertising Revenues as defined herein;
- (6) Fees including, but not limited to: (1) late fees, convenience fees and administrative fees which shall be allocated in accordance with GAAP; and (2) Franchise fees;
- (7) Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.
- (8) "Advertising Revenues" shall mean amounts derived from sales of advertising that are made available to Franchisee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Franchisee agrees that Gross Revenues subject to Franchise Fees shall include all commissions, representative fees, affiliated entity fees, or rebates paid to National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service Subscribers reached by the advertising.
- (9) "Gross Revenues" shall not include:
  - a) Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Franchisee revenues within the Franchise Area;

- b) Any taxes and/or fees on services furnished by Franchisee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise Fee and the FCC user fee shall not be regarded as such a tax or fee;
- c) Public, Educational and Governmental (PEG) Fees collected by Franchisee from Subscribers;
- d) Contra expenses including but not limited to launch fees and marketing co-op fees to the extent consistent with GAAP; and
- e) Unaffiliated third-party advertising sales agency fees or commissions which are reflected as a deduction from revenues to the extent consistent with GAAP.

(10) To the extent revenues are derived by Franchisee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Franchisee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Franchisee derives revenues in the Franchise Area. The City reserves its right to review and to challenge Franchisee's calculations.

(11) Franchisee reserves the right to change the allocation methodologies set forth in this definition to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). City acknowledges and agrees that Franchisee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the City reserves its right to challenge Franchisee's calculation of Gross Revenues, including Franchisee's interpretation of GAAP and Franchisee's interpretation of FASB, EITF and SEC directives. Franchisee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC on the first quarterly payment statement implementing the change. Upon the City's written request and subject to Franchisee's reasonable confidentiality requirements, Franchisee shall provide additional detail, explanation and/or reference to source materials.

(12) The City acknowledges that Franchisee shall maintain its books and records in accordance with "GAAP."

(S) "Installation" shall mean the process necessary to connect the Cable System at the Subscriber's premises.



(T) “Non-commercial” shall mean, in the context of Access Channels that products and services are not sold via the Access Channel. The term will not be interpreted to prohibit an Access Channel operator or programmer from independently (i.e. not in the context of any televised programming) soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the corporation for public broadcasting. An Access Channel operator or programmer may cablecast informational programming regarding City events, projects and attractions of interest to residents so long as the format for such programming is consistent with the purposes for which PEG resources may be used.

(U) “Normal Business Hours” shall mean those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

(V) “Normal Operating Conditions” shall mean those Service conditions which are within the control of Franchisee. Those conditions which are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. [Cross reference SMC 10.27A.700]

(W) “Other Programming Service” shall mean information that a cable operator makes available to all Subscribers generally.

(X) “PEG” shall mean public, educational and governmental.

(Y) “Person” shall mean an individual or legal entity, such as a corporation or partnership.

(Z) “Public Right of Way” or “Public Rights of Way” shall mean the surface of and the space above and below any public street, road, highway, path, sidewalk, alley, court, or easement now or hereafter dedicated and opened by the City for the purpose of public travel or public utilities. Use of skywalks may be subject to additional regulatory requirements consistent with the Spokane Municipal Code. In the case of any grant of authority or permission by the City to a cable operator however, this term shall not exceed the scope of the City’s interests or power to extend such grant.

(AA) “Section 621 Order” means the Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019.

(BB) “Service Tier” shall mean a specific set of Cable Services which are made available as a group for purchase by Subscribers, at a separate rate for the group.

(CC) “Standard Installation” shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system. Franchisee shall comply

with applicable FCC regulations regarding commercial Installations as may now or hereafter arise.

(DD) “Subscriber” shall mean a member of the general public who receives broadcast programming distributed by a Cable System and does not further distribute it.

(EE) “Video Programming” shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(FF) “Wireline MVPD” means any entity, including the City, that utilizes the Public Right of Way to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of Video Programming in the City, which could also include the City. For purposes of this Franchise, the term “Wireline MVPD” shall not be limited to entities defined by the FCC as “multichannel video programming distributors” and shall include entities that provide multiple Channels of Video Programming via open video systems, as defined by the FCC, but it is the intent of the Franchisee and the City that the term Wireline MVPD shall not include small cell providers, unless the City has the legal authority under applicable state and federal law to regulate or to impose cable franchise obligations upon such small cell providers.

#### SECTION 4. GRANT OF AUTHORITY.

(A) There is hereby granted by the City to the Franchisee, for a period of ten (10) years from and after the effective date set forth at the end of this Franchise, the right and privilege to have, acquire, construct, reconstruct, use, operate, own and maintain a Cable System for the Franchise Area, subject to the terms and provisions of Section 9(C) herein, and to the conditions and restrictions as hereinafter provided. No privilege or power of eminent domain is bestowed by this grant of authority.

(B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to construct a Cable System in the City’s Public Rights of Way.

#### SECTION 5. AUTHORITY NOT EXCLUSIVE.

(A) The grant of authority for use of the City’s Public Rights of Way, as conferred in Section 4 hereof, is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City’s own use of public property. Nothing in this Franchise Agreement shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Public Rights of Way or any part thereof for the erection, Installation, construction, reconstruction, operation, maintenance, dismantling, testing, repair or use of a Cable System within the City. Additionally, the Franchisee shall respect the rights and property of the City and other authorized users of Public Rights of Way. Disputes between the Franchisee and other parties over the use, pursuant to this Franchise Agreement, of the Public Rights of Way shall be submitted to the City Engineer for resolution.

SECTION 6  
COMPETITIVE EQUITY.

(A) The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or other Wireline MVPDs. The City intends to treat Wireline MVPDs in a nondiscriminatory manner to the extent permissible under applicable state and federal law. If, following the effective date of this Franchise, the City grants such an additional franchise or authorization to a Wireline MVPD and Franchisee believes the City has done so on terms materially more favorable than the obligations under this Franchise, then the provisions of this Section 6 will apply.

(B) As part of this Franchise, the City and Franchisee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Franchisee at a significant competitive disadvantage if not required of a Wireline MVPD: the obligation to pay to the City a Franchise Fee consistent with Section 30 of this Franchise, Gross Revenues as provided for and defined in this Franchise, and the obligation to comply with the requirements in this Franchise regarding PEG funding, PEG Access Channels, records and reports, security instruments, audits, dispute resolution, remedies, notice and opportunity to cure, and customer service obligations (hereinafter "Material Obligations"). The City and Franchisee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are materially equivalent.

(C) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Franchisee must notify the City in writing of the Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Franchisee agree that they will use best efforts in good faith to negotiate Franchisee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications. If the City and Franchisee fail to reach agreement in such negotiations, Franchisee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Franchisee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Franchisee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

(D) In the event the City disputes that the Material Obligations are different, Franchisee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Franchisee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(E) Nothing in this Section 6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under state and federal law. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

(F) To the extent the City has legal authority to grant a franchise or similar authorization to a wireless provider of Cable Service, the competitive equity rights provided by this section shall apply with respect to Material Obligations imposed in such franchise or other similar agreement. In the event of a dispute regarding the City's legal authority, Franchisee shall have the burden to demonstrate that such authority exists.

#### SECTION 7. CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of 47 USC §547.

#### SECTION 8. PREVIOUS RIGHTS ABANDONED.

This Franchise Agreement is in lieu of any and all other contractual rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by Franchisee or any successor pertaining to the construction, operation, modification or maintenance of a Cable System in the City. The acceptance of this Franchise Agreement shall operate as between Franchisee and the City as an abandonment of any and all such contractual rights, privileges, powers, immunities, and authorities within the City. All construction, operation, modification, and maintenance by the Franchisee of any Cable System in the City to provide Cable Service shall be under this Franchise Agreement and not under any other contractual right, privilege, power, immunity, or authority.

#### SECTION 9. AGREEMENT, ACCEPTANCE, AND INCORPORATION OF SMC 10.27A.

(A) Franchisee acknowledges and accepts the right of the City to grant Franchisee this Franchise under current state, federal and local law. Franchisee agrees it shall not now nor at any time hereafter challenge this right, including in any state or federal court, provided that Franchisee reserves its right to seek changes in state, federal or local law governing the right of City to grant this Franchise and to challenge the City's right to grant this Franchise based on changes in current state, federal or local law that take effect

subsequent to the effective date of this Franchise Agreement. This section shall not be interpreted to prevent Franchisee from engaging in state, federal, or local lobbying efforts, either independently or as part of a consortium, on matters of interest to the Franchisee or the industry.

(B) Franchisee's rights hereunder are subject to the lawful and reasonable exercise of the City's police power consistent with state, federal or local law. It is understood that the City may at any time enact any ordinance of general applicability which may impact the Franchisee in its operation of the Cable System, provided that such ordinance constitutes a proper exercise of the City's police power, consistent with state, federal or local law.

(C) Franchisee acknowledges as of the time of acceptance of this Franchise Agreement that it has reviewed the Spokane City Charter relating to franchises and the use of the Public Right of Way and Ch. SMC 10.27A and accepts them as lawful exercises of City regulatory powers over the Public Right of Way. The parties acknowledge that the City may modify its regulatory policies throughout the term of this Franchise Agreement. Franchisee agrees to comply with such lawful policies except when there is a conflict with Franchisee's rights negotiated hereunder. Franchisee reserves any rights it may have to challenge such policies whether arising in contract or at law. The City reserves all defenses to such challenge, whether arising in contract or law.

**SECTION 10.  
[RESERVED].**

**SECTION 11.  
TIME IS OF THE ESSENCE TO THIS AGREEMENT.**

Whenever this Franchise Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, related to a material Franchise requirement, such time shall be deemed of the essence. Any failure of the City to promptly enforce the time for an act to be performed in the past shall not be deemed a waiver of the City's right to require timely performance in the future.

**SECTION 12.  
TAXES.**

Nothing contained in this Franchise Agreement shall be construed to except the Franchisee from any tax, liability or assessment authorized by law or from provisions of Titles 4 and 8 of the Spokane Municipal Code.

**SECTION 13.  
FRANCHISE AGREEMENT.**

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services

and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment.

SECTION 14.  
RENEWAL.

Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), as amended.

SECTION 15.  
CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT.

(A) The Franchisee shall maintain its Cable System as a hybrid fiber coaxial, fiber-to-the-node system architecture, with fiber-optic cable deployed from the headend to the node and coaxial cable deployed from the node to Subscribers homes. During the term of this Franchise, the Franchisee's Cable System shall be capable of providing a minimum of one hundred twenty (120) Channels of Video Programming to its Subscribers in the Franchise Area. Active and passive devices are capable of delivering high-quality digital video signals meeting or exceeding FCC technical quality standards. Cable System nodes are designed for future segmentation as necessary to maximize shared bandwidth. During the term of this Franchise Agreement, the Franchisee agrees to maintain the Cable System in a manner consistent with these specifications or better.

(B) All Franchisee activity in the Public Right of Way, and other public places where applicable, must be in accord with the Standard Specifications (WSDOT 2004, as amended or current equivalent) applicable to civil works in the Public Right of Way, including any generally applicable Supplemental Specifications as now or hereafter approved by the City Engineer and any other state and local regulations. All such construction, Installation and maintenance must also comply with the National Electrical Safety Code, the Washington State Electrical Construction Code, the National Electrical Code as adopted by the City and good and accepted industry practices.

[Note: at the time of adoption of this section, the generally approved Standard Specifications is that edition published by the Washington State Department of Transportation (WSDOT), "Standard Specifications for Road, Bridge and Municipal Construction, 2016, M 41-10", as amended].

(C) The Franchisee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R. Part 76, Subpart K, as may be amended from time to time. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.

(D) The City shall have the right to regulate and inspect the construction, operation and maintenance of the Cable System in the Public Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee.



[Cross reference SMC 10.27A.600 - 10.27A.680 regarding construction standards which are also applicable.]

SECTION 16.  
CABLE SERVICE.

(A) Subject to the density considerations listed below, except in areas reserved for public travel or utility access not yet opened and accepted by the City as Public Right of Way that the Franchisee is specifically and lawfully prohibited from deploying its Cable System by the owner/developer, the Franchisee shall provide Cable Service throughout the entire City. Consistent with SMC 10.27A.720, areas subsequently annexed shall be provided with Cable Service within twelve (12) months of the time of the City notifying Franchisee of the annexation.

(B) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides to the extent required by state and federal law. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation will be provided at Franchisee's published rate for Standard Installations.

(C) The City and Franchisee acknowledge that the Franchisee currently provides, without charge, one (1) outlet, one (1) Converter, if necessary, and Digital Starter Service programming (including the PEG Channels) to the public buildings listed in Exhibit A, attached hereto ("Complimentary Service"). Subject to Section 35(D) of this Franchise Agreement, Franchisee shall continue to provide service to the City as set forth in this Section 16(C). However, the City shall have the right to request the disconnection of the other franchised cable operator and require Franchisee to meet the free service obligation provided the City maintains a fair distribution of service to public buildings between all franchised cable operators in the City.

(1) If the drop line to such building exceeds a Standard Installation drop one hundred twenty-five (125) feet, the Franchisee will accommodate the drop up to three hundred (300) feet if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided the City or other agency agrees to pay the incremental cost of such drop in excess of one hundred twenty-five (125) feet or the necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry.

(2) The Complimentary Service will not be used for commercial purposes, and the outlets will not be located in areas open to the public excepting one (1) outlet to be located in a public lobby in City Hall that will be used by the public for viewing Council meeting broadcasts. The City will take reasonable precautions to

prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Complimentary Service required by this section.

(3) If additional outlets of Complimentary Service are provided to such buildings, the building occupant will pay the usual Installation fees, if any.

(D) Franchisee shall extend the System to any portion of the City after the date of the Franchise Agreement, when dwellings can be served by extension of the System past dwellings equivalent to a density of seven (7) dwellings per one-quarter (1/4) mile of cable contiguous to the System. Franchisee may petition the City for a waiver of this requirement, such waiver to be granted (1) for good cause shown, or (2) where Franchisee's System penetration level (defined as the percentage obtained by dividing (x) the number of Franchisee's Subscribers, by (y) the total number of dwelling units in the Franchise Area) drops below thirty-five percent (35%). The City shall not require Franchisee to extend Service to any dwelling that is already receiving Service from a competing provider. Such extension shall be at Franchisee's cost. In areas not meeting the requirements of seven (7) or more dwellings per one-quarter (1/4) mile, for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. Any Subscriber drop not exceeding a Standard Installation drop of one hundred twenty-five (125) feet will be free of charge to the Subscriber other than normal Installation fees. For drops in excess of one hundred twenty-five (125) feet, Franchisee may assess an amount equal to time and materials. This provision has been negotiated taking into consideration the unique features of residential property in the City, including the size of lots, historical layout of developments and other factors.

#### SECTION 17. PROGRAMMING.

(A) All final programming decisions remain the discretion of Franchisee in accordance with this Franchise Agreement, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Franchisee's signal carriage obligations hereunder and pursuant to 47 U.S.C. §§ 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545.

(B) Franchisee will provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (1) Educational programming;
- (2) News, weather and information;



- (3) Sports;
- (4) General entertainment including movies;
- (5) Children, family oriented;
- (6) Arts, culture and performing arts;
- (7) Foreign language programming; and
- (8) Science/documentary.

(C) The Franchisee shall offer to all Subscribers a diversity of Video Programming services and it will not eliminate any broad categories of programming without first obtaining the written approval of the City, such approval not to be unreasonably withheld.

(1) Franchisee shall notify in writing the City, or its designee, of its intent to eliminate any broad category of programming noted in subsection (A). The City, or its designee, shall make a determination on such request not later than sixty (60) days after receipt of the request by Franchisee. In the event that the City makes an adverse determination, such determination shall be in writing, along with a concise statement of the reasons therefore. In the event the City fails to make a determination within sixty (60) days after receipt of a request from Franchisee, Franchisee shall have the right to make the deletion contained in its written request. [Cross reference SMC 10.27A.905.]

## SECTION 18. RATES.

(A) Throughout the term of this Franchise Agreement and upon request, the Franchisee shall provide annually an updated rate card to the City that details applicable rates and charges for Cable Services provided under this Franchise Agreement. This does not require the Franchisee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before changing any rates and charges. Franchisee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, franchise fee or other fees, tax, assessment or charge of any kind imposed by the City or any other governmental entity on the transaction between the Franchisee and the Subscriber. Notice shall not be required in cases where the Franchisee adds additional Channels to any tier, provided there is no concurrent rate change.

(C) City may regulate rates for the provision of Cable Service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the City chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The City shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations. City reserves the right to regulate rates for any future Cable Services to the maximum extent allowed by law.

SECTION 19.  
ACCESS AND LOCAL PROGRAMMING.

(A) Access Channels.

(1) Commencing on the effective date of this Franchise Agreement, Franchisee shall continue to make available eight (8) full-time activated Access Channels for Non-commercial use.

(2) The City may designate entities to be responsible for administering use of the PEG Access Channels. Such entities shall be responsible for the utilization, programming and scheduling of the Access Channels designated for PEG use and public use respectively.

(3) The Franchisee shall provide the PEG Access Channels as part of the Cable Service provided to any Subscriber, at no additional charge, and so that the PEG Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Cable Service Tier. If Channels are selected through a menu system, the PEG Access Channels shall be displayed as prominently as commercial programming choices offered by Franchisee.

(4) At such time as all other Basic Service Channels (or its equivalent tier) excluding PEG Access Channels, are carried in HD, the SD PEG Access Channels will also be carried by Franchisee in HD, at which time the SD PEG Access Channels will be discontinued and the maximum number of PEG Access Channels shall be four (4) HD Channels, subject to Section 19(A)(7).

(5) Within six (6) months of the effective date of this Franchise, and upon completion of the Fire Training Channel connection set forth below, Franchisee shall reclaim two (2) SD Access Channels for one (1) HD Access Channel simulcast. The two (2) SD Access Channels to be reclaimed shall be the Fire Training Channel and another Access Channel selected by the City in City's sole discretion.

(6) No sooner than twelve (12) months of the effective date of this Franchise, Franchisee shall reclaim two (2) additional SD Access Channels which will result in the City retaining a total of four (4) SD Access Channels and two (2) additional simulcast SD/HD Access Channels.

(7) Within six (6) months of the effective date of this Franchise, Franchisee shall either: 1) construct a dedicated two-way connection between the Fire Training Center and City Hall, to replace the SD Fire Training Center Access Channel, the cost estimated to be Twenty Thousand and No/100 Dollars (\$20,000) shall be paid for out of the City's PEG Fee; or 2) the City shall assume responsibility for the construction of the connection and Franchisee shall cooperate, the City's construction cost may be paid for out of the PEG Fee so long as consistent with applicable federal law.

(8) City shall be responsible for all programming requirements on the PEG Access Channels, including but not limited to scheduling, playback, training, staffing, copyright clearances, and production equipment owned and controlled by the City, including maintenance and repair of such production equipment.

(B) Regional Channel. The City shall have the right to use one (1) of the existing PEG Access Channels as a regional Channel if desired by the City. Franchisee shall cooperate with City to accommodate such regional Channel.

(C) PEG Access Channel Location. Franchisee shall make commercially reasonable efforts to maintain one (1) of the PEG Access Channels as Channel 5 (SD) and Channel 325 (HD) on the Franchisee's Channel lineup. Franchisee shall make commercially reasonable efforts to maintain one (1) additional PEG Access Channel as Channel 14 (SD) and Channel 326 (HD) on the Franchisee's Channel lineup, or otherwise maintain adjacent positions to each other in the channel lineup.

(1) Franchisee shall make commercially reasonable efforts to minimize Channel location movements for PEG Access Channels, and shall make reasonable commercial efforts to locate Access Channels in a manner that is easily accessible to Subscribers. For new HD Access Channels that are provided pursuant to this Franchise, Franchisee shall make reasonable commercial efforts to assign the Access Channels a number near the other HD local broadcast stations if such channel positions are not already taken, or if that is not possible, near HD news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

(D) PEG Access Channel Quality.

(1) With respect to signal quality, Franchisee shall not be required to carry an Access Channel in a higher quality format than that of the Channel signal delivered to Franchisee, but Franchisee shall distribute the Channel signal without material degradation. There shall be no restriction on Franchisee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Franchisee may implement HD carriage of PEG Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the Subscriber that is reasonably comparable and functionally equivalent to similar commercial HD Channels carried on the Cable System. Franchisee agrees that in no event will the PEG Access Channels be transmitted in a manner different than other commercial Channels offered by Franchisee on the basic service tier.

(2) In the event the City believes and provides evidence that Franchisee has failed to meet this standard, the City will notify Franchisee of such concern, and Franchisee will respond to any complaints in a timely manner. Disputes under this section shall be addressed through the Franchise enforcement procedures set forth in Section 24. Upon reasonable written request by the City or any authorized

access provider (but not a user of the community Access Channel), Franchisee shall verify that Access Channel signal delivery to Subscribers is consistent with the requirements of this section.

(E) The City shall implement and enforce policy directives and terms of use requirements that all users of public access facilities and public Access Channel(s) assume complete responsibility for the content of programming prepared at public access facilities and/or cablecasts on the public Access Channel(s). The parties agree that clearance for use of copyrighted material shall be the sole responsibility of the access user. The City shall require that all public access users indemnify and hold the Franchisee and the City of Spokane harmless from all liability of any kind whatsoever, including the costs of legal defense arising from the use of facilities, channel(s) or access time by the user.

(F) PEG Fee.

(1) Within sixty (60) days after the effective date of this Franchise Agreement, the Franchisee shall collect and remit to the City zero point seven percent (0.7%) of Gross Revenues (the "PEG Fee") to be used for PEG access capital costs in accordance with applicable federal law. The PEG Fee shall be remitted quarterly to the City in the same manner and at the same time as the Franchise Fee.

(2) The PEG Fee is not intended to represent part of the Franchise Fee and are intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with federal law. So long as the PEG Fee is used by the City as permitted by applicable federal law, and this Franchise, Franchisee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee, unless otherwise mandated by Applicable Law.

(3) Within ninety (90) days and upon request, the City shall provide the Franchisee with documentation showing expenditures for PEG capital use of the previous year's PEG Fee funding and showing the budgeted use of the current year's PEG funding. In the event the City cannot demonstrate that PEG funding was used or budgeted for PEG capital needs, Franchisee's PEG funding obligations going forward shall be reduced by an equivalent amount.

(4) Any PEG Fees owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.

(5) All PEG Access Channels shall be provided as a part of Franchisee's Basic Cable Service or its equivalent. Franchisee shall make every reasonable effort to coordinate the cablecasting of PEG access programming on the Cable System on the same Channel designations as such programming is currently

cablecast within the City. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) days' written notice to the City by Franchisee, except for circumstances beyond Franchisee's reasonable control.

(G) **Guide Selection.** Franchisee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion so that Subscribers will have ready access to PEG Access Channels. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital channel guide, Franchisee will make available to City the ability to place PEG Access Channel programming information on the interactive Channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Franchisee utilizes to provide the guide service. Franchisee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements for the EPG provider shall be the responsibility of the City. Franchisee is not responsible for operations of the EPG provider. Franchisee shall, to the maximum extent possible, make available to the City any price discounts Franchisee may have in place with third party vendors that offer such programming guide services. The cost of this guide service may be funded in any manner consistent with federal law.

(H) **PEG Access Programming Connectivity.**

(1) Under Section 19(k) of the 2005 franchise between City and Franchisee, Franchisee agreed to construct and maintain two-way connections. Franchisee was permitted to recoup all of its construction and maintenance costs (\$250,000) from the City's PEG Fee over the term of the 2005 franchise. Currently Franchisee is providing the City with nine (9) complimentary two-way connections to facilitate the live playback of PEG programming in the City. The City has agreed as part of this renewal to reduce the number of two-way connections down to just two (2) remaining connections to facilitate PEG origination over the next Franchise term. The City and Franchisee acknowledge that the Franchisee currently provides and maintains, free of charge to the City, the existing two-way connections located at: 1) the KSPS Facility, located at 3911 South Regal Street; and 2) the City Hall via City Water Works Building on Hamilton & North Foothills. These connections enable the transmission of PEG Access programming over the Cable System. Franchisee shall maintain the two (2) above-referenced connections for the term of this Franchise, without additional charge (with no recurring, monthly costs or offsets) except that Franchisee may, if permitted by federal law, invoice the City for any actual repair or maintenance costs. Such actual repair or maintenance costs shall be estimated to the City in advance when possible, and shall be documented and invoiced to the City by Franchisee for payment.

(2) If the City desires to add new connection points over the term of this Franchise Agreement in addition to the above list, upon (one hundred twenty (120) days written request of the City, and written approval by the City of

Franchisee's construction charges, the Franchisee will construct the new two-way connection, as proposed by the City.

(3) Failure to comply with the provisions of this section shall constitute a material breach of this Franchise Agreement.

SECTION 20.  
PARENTAL CONTROL.

(A) Franchisee shall provide Subscriber controlled lockout capability at a reasonable charge to Subscribers upon their request.

(B) As to any program which is transmitted on a Channel offered on a, per Channel, or per program basis, Franchisee shall block entirely the audio and video portion of such program from reception by any Subscriber who so requests. Scrambling of the signal shall not be sufficient to comply with this provision.

SECTION 21.  
TRANSFER OF RIGHTS.

(A) Any unauthorized transfer in violation of SMC 10.27A.395 shall be deemed a material breach in default of this Franchise Agreement, and shall subject the Franchisee to all penalties and remedies prescribed in this Franchise Agreement and SMC 10.27A and to all other remedies, legal and equitable; which are available to the City, including, but not limited to:

(1) The immediate entry of an order by a court of competent jurisdiction (i) enjoining Franchisee, its officers, agents, employees and all others acting in concert with them, from transferring or assigning or otherwise disposing of any interest in the Cable System, (ii) appointing a receiver, acceptable to the City, who shall forthwith assume the management of the Cable System in accordance with the terms and conditions of this Franchise Agreement, and (iii) requiring all subscription fees, Installation fees and all other fees payable to Franchisee to be paid into an escrow account which shall be subject to release to Franchisee only on order of the Court.

(2) The immediate termination of this Franchise Agreement and acceleration of all the obligations and rights thereunder, including, but not limited to those described in Section 27 of this Franchise Agreement.

(B) Franchisee shall notify the City Clerk in writing of any occurrence which constitutes a transfer not in accordance with the provisions of SMC 10.27A.395 or this Franchise Agreement.

(C) Franchisee shall notify the City Attorney in writing of the entry of any judgment against Franchisee which would negatively affect the continued operation of this Cable System within seventy-two (72) hours of the occurrence of such event.



## SECTION 22.

### LETTER OF CREDIT; PERFORMANCE SECURITY FOR OBLIGATIONS.

(A) In accordance with SMC 10.27.330, Franchisee shall maintain security, hereafter referenced as "Performance Security" as follows: Franchisee, based upon its past performance, shall secure and maintain a performance bond in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). If at any time thereafter, Franchisee does not continue to maintain a fully compliant rating (no claim against the performance bond which has been sustained following all applicable appeals), the City may require the performance bond to be replaced by a letter of credit sufficient to cover one hundred fifty percent (150%) of draws as reasonable estimated by the City, but not less than One Hundred Thousand and No/100 Dollars (\$100,000.00), upon sixty (60) days written notice to Franchisee. Upon petition by Franchisee and sufficient showing of adequacy, the City may permit an escrow deposit or combination escrow deposit and letter of credit.

(B) If this Franchise Agreement is transferred for reasons requiring consent of the City, the Performance Security requirement may be modified as required by the City, up to the amount set in SMC 10.27A.330.

(C) Failure to deposit said Performance Security or the failure to maintain the Performance Security, in the full amount required herein, in effect during the entire term of this Franchise Agreement, and of any renewal or extension thereof, shall constitute a material breach of this Franchise Agreement.

(D) The City reserves the right to impose additional construction bond requirements upon the Franchisee, pursuant to the generally applicable terms and provisions of the Spokane' Municipal Code, regarding Franchisee's construction in the Public Right of Way.

## SECTION 23.

### PROCEDURE FOR DRAWING ON PERFORMANCE SECURITY.

(A) Except as provided in Section 30 with respect to delinquent Franchise Fee and PEG Fee payments, the conditions applicable to the City's right to draw on the Performance Security are stated in Sections 23-26. The procedure for drawing on the Performance Security shall be as follows:

(1) If the Franchisee fails to make timely payment to the City of any amount due under this Franchise Agreement other than Franchise Fee or PEG Fee payments and taxes, the City shall have the right to draw on the Performance Security following seven (7) days advance written notice to Franchisee, including the notice information required in Section 24(A), unless the amount due is received within such seven (7) day period. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security up to the amount of nonpayment, plus applicable

interest and penalties, following the initial seven (7) day notice period. [Cross reference SMC 10.27A.310]

(2) If the Franchisee fails to take timely action as requested by the City with respect to its facilities in the Public Rights of Way which might expose the City to loss or liability, the City shall have the right to draw on the Performance Security an amount reasonably sufficient to prevent or offset the loss or liability, first giving twenty (20) days advance written notice to Franchisee, including the notice information required in Section 24(A). If no Franchisee response is received within twenty (20) day period or if Franchisee has not already cured, the City may proceed to draw on the Performance Security. If a written Franchisee response is received within such period, the City shall then wait at least ten (10) days before making any draw on the Performance Security. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security. This does not limit the City's rights to take any actions necessary in case of emergencies or the right of either party to seek injunctive relief in a proper case.

(3) The time periods for lawful withdrawal referenced in Section 23(A) (1) and (2) above, may be extended by City in writing in City's discretion. For any other reason besides Section 23(A) (1) and (2) above, Franchisee may request a hearing under Section 26 prior to a City draw on Performance Security. This limitation expires upon expiration of the time to request the hearing, or if one is requested, it expires thirty (30) days after the municipal hearings process is concluded, whether or not further court review is requested. This shall not limit the right of Franchisee to seek injunctive relief in appropriate cases with respect to said draw.

(B) Upon drawing funds from the Performance Security, the City shall give written notice thereof the Franchisee. Not later than thirty (30) days after the mailing or delivery of notice from City to Franchisee indicating a draw, Franchisee must restore the Performance Security to its full required amount.

(C) The collection by City of any damages, monies or penalties from the Performance Security shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Performance Security be deemed a waiver of any right of City pursuant to this Franchise Agreement, except as provided with respect to liquidated damages or as provided in Section 23.

#### SECTION 24. ENFORCEMENT.

(A) This section does not apply to revocation of the Franchise Agreement. Whenever the City seeks to enforce the Franchise Agreement, it shall first provide written notice to the Franchisee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise Agreement may be modified by written stipulation of the City and Franchisee, except



time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.

(B) Except in case of urgency or public need relating to management of the Public Right of Way as reasonably determined by the City, the Franchisee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) contesting it; or
- (2) accepting it and agreeing to cure as requested within time limits specified; or
- (3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the official informed as to the steps to be taken and a projected completion date.

(C) If the official is not satisfied with the response, they shall notify the Franchisee in writing. Franchisee may thereafter request a hearing thereafter as provided in Section 26(C).

(D) Code Violations. Franchisee agrees the City may elect to enforce any provision of the Spokane Municipal Code without regard to this Franchise Agreement.

#### SECTION 25. LIQUIDATED DAMAGES.

(A) Because Franchisee's failure to comply with the provisions of this Franchise Agreement will result in damage to the City and because it will be impractical to determine the actual amount of such damages, the City and Franchisee hereby agree upon and specify certain amounts set forth hereafter in this section which represent both parties' best estimate of the damages.

(B) The City shall specify any damages subject to this section and shall include such information in the notice sent to Franchisee required under Section 24(A). Such a notice may provide for damages sustained prior to the notice where so provided, and subsequent thereto pending compliance by Franchisee.

(C) To the extent that the City elects to assess liquidated damages as provided in this section and such liquidated damages have been paid, the parties agree that this shall be the City's sole and exclusive damage remedy in lieu of actual damages; provided, that this shall not limit the right of the City to seek equitable or other relief as reserved in Section 26(C).

(D) Unless otherwise provided, liquidated damages do not accrue after the timely filing of a request for hearing by Franchisee until the time of a decision from the hearing. Nothing in this section prevents the parties from settling any dispute relating to liquidated damages by mutual stipulation.

(E) Franchisee may cure the breach or violation within the time specified to petition for review to the City's satisfaction, whereupon no liquidated damages are assessed.

(F) After fulfilling the procedure required under Section 24, Franchisee has thirty (30) days to pay such amounts. If not paid thereafter, liquidated damages shall be immediately payable from the Performance Security, without further notice, upon demand by the City and a statement that the provisions of this section have been fulfilled. Franchisee may seek review of any assessment of liquidated damages under Section 26.

(G) Schedule of Liquidated Damages. Liquidated damages are set as follows. All amounts accrue per day but not beyond the number of days to exceed the amount of Ten Thousand and No/100 Dollars (\$10,000) per twelve (12) month period unless specifically provided. Nothing requires the City to assess liquidated damages, acting in its sole discretion, but such non-assessment does not operate as waiver or estoppel upon the City.

(1) For failure to provide Cable Service as promised in Section 16 of this Franchise Agreement, Five Hundred and No/100 Dollars (\$500) per day,

(2) For failure to provide data, documents, reports and information as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day per each separate violation.

(3) For failure to conduct tests as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day.

(4) For failure to comply with PEG Access requirements outlined in Section 19, One Hundred Fifty and No/100 Dollars (\$150) per day.

(5) For failure to answer Subscriber telephone calls in accordance with the standards in SMC 10.27A.700(B)(1) of the Spokane Municipal Code, as incorporated by reference in Section 33(A) of this Franchise Agreement, in any calendar quarter where Franchisee fails to meet the applicable standard and performs at eighty percent (80%) or above, Franchisee shall pay the City Five Hundred and No/100 Dollars (\$500); in any calendar quarter where Franchisee fails to meet the applicable standard and perform at less than eighty percent (80%) but at least seventy percent (70%), Franchisee shall pay the City Two Thousand Five Hundred and No/100 Dollars (\$2,500); in any calendar quarter where Franchisee fails to meet the applicable standard and performs at less than seventy percent (70%), the Franchisee shall pay the City Five Thousand and No/100 Dollars (\$5,000). NOTE: Franchisee will be deemed to have complied with the applicable telephone call answering and wait time standards whenever a Subscriber call is connected to an automated answering system within thirty (30) seconds after the call first rings and the Subscriber is transferred to a customer service representative within thirty (30) seconds after the Subscriber makes an automated or voice request to be so transferred.

(6) For any violation of the any other customer service standard, One Hundred and No/100 Dollars (\$100) per day per violation, not to exceed One Thousand and No/100 Dollars (\$1,000) for any single violation.

(7) Failure to maintain insurance or Performance Security as required in this Franchise Agreement Five Hundred and No/100 Dollars (\$500) per day. NOTE: for this item, there is no cure privilege, no abeyance pending any hearing, or forgiveness of liquidated damages because of absence of prior violation or breach. There is further no limitation on cumulative liquidated damages for this item.

(8) Failure to indemnify the City as required in Section 25: Five Hundred and No/100 Dollars (\$500) per day. NOTE: this assessment is for delay only and does not excuse any other actual damages for failure to indemnify.

(9) Failure to pay liquidated damages lawfully assessed under this Franchise Agreement, where the same have not been otherwise recovered from the Performance Security: one percent (1%) of the unpaid amount per month. There is no cumulative limitation on the amount of this item, no right of cure beyond any extended prior to the assessment of liquidated damages and no abeyance pending any hearings or appeal process beyond that as may have been previously extended at the time such liquidated damages were initially assessed.

(10) For all other violations of the Franchise Agreement for which actual damages may not be ascertainable: One Hundred and No/100 Dollars (\$100) per day for each violation.

(11) Where Franchisee has three (3) or more of the same violation or breach events (an "event" may involve multiple customers, but is discrete in time or circumstances) within any twelve (12) month period, all applicable damages amounts are doubled.

## SECTION 26. HEARINGS.

Except for revocation matters, which are dealt with in Section 27, Franchisee may request a hearing as follows:

(A) Franchisee files a written request within fourteen (14) days of receipt of a decision it wants reviewed with the City Administrator. The request does not stay the effect of the decision or obligation to comply or exercise of any remedy available to the City except as otherwise provided. The City Administrator may conduct the hearing or appoint an alternate hearings officer, who shall not be the person issuing the order or such person's subordinate. For matters exceeding Twenty-five Thousand and No/100 Dollars (\$25,000) reasonably estimated value in controversy as determined by the City Administrator, the Franchisee may file a request that the City Hearings Examiner conduct the hearing. A reasonable filing fee may be set by the Hearings Examiner or generally applicable ordinances. If not otherwise provided, the filing fee is One Hundred and No/100 Dollars (\$100).

(B) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The official conducting the hearing is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape, for matters involving Twenty-five Thousand and No/100 Dollars (\$25,000) reasonable estimated value amount in controversy. A written decision shall be issued within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction in Spokane County within thirty (30) days.

(C) Except where otherwise provided, at the conclusion of the City hearings process, if Franchisee remains in default, it shall correct said default in fifteen (15) days or as otherwise ordered by the City. In the event the Franchisee does not cure within such time to the City's reasonable satisfaction, the City may draw from the Performance Security any liquidated damages or penalties resulting from Franchisee's default if not already done or await the conclusion of the judicial process. Nothing herein limits the City's right to seek any other relief as provided in Section 26.

(1) If liquidated damages have not been assessed and paid, seek any other legal or equitable relief as provided by contract or at law and/or

(2) await the conclusion of any judicial review process.

(3) In the case of a default of a material provision of this Franchise Agreement, nothing herein limits the City's right to seek to revoke this Franchise Agreement in accordance with Section 27 and/or assert such default as a basis for non-renewal or non-extension of the Franchise Agreement.

(4) Where Franchisee seeks judicial review and ultimately prevails, any money judgment against the City shall be paid or may thereafter be offset by Franchisee, in Franchisee's discretion, against further Franchise Fee payments due to the City. In such event, Franchisee shall notify the City at least sixty (60) days prior to apply the offset.

#### SECTION 27. REVOCATION.

(A) The City may revoke this Franchise Agreement and rescind all rights and privileges associated with this Franchise Agreement in the following circumstances:

(1) Franchisee fails to perform any material obligation under this Franchise Agreement; or

(2) Franchisee attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the City or Subscribers.

(B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any

explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.

(C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. The Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, the Franchisee and City staff shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence. Franchisee may request or the City may refer the matter to be heard by the City's hearing examiner. A complete verbatim record and transcript or video tape shall be made of such proceeding and the cost shall be shared equally between the parties. The City shall maintain a record of such proceeding consistent with its record retention policies. Nothing herein prohibits Franchisee from paying to create a written transcript of the proceeding. The City Council shall hear any Persons interested in the revocation, and shall allow the Franchisee, in particular, an opportunity to state its position on the matter reserving the right to set reasonable time limits or refer extended presentations to the City hearing examiner.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise Agreement; or if the breach at issue is capable of being cured by the Franchisee, it shall direct the Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that are reasonable under the circumstances, as determined in City's sole discretion. If the City Council determines that the Franchise Agreement is to be revoked, the City Council shall issue a written decision and shall transmit a copy of the decision to the Franchisee. The Franchisee shall be bound by the City Council's decision to revoke the Franchise Agreement unless it appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision. Upon timely appeal, the effect of revocation is stayed pending final judicial resolution, but this shall not affect accrual of penalties or the right of the City to take any other enforcement action, including curing the default at Franchisee's expense and liability, also subject to judicial review.

(3) The Franchisee shall be entitled to such relief as the court may deem appropriate.

(D) The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation.

SECTION 28.  
INSURANCE, BONDS, INDEMNITY.

(A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, written evidence of payment of premiums for and a certificate of insurance, naming the City as an additional insured, with a company licensed to do business in the State of Washington with a rating by A.M. Best and Co. of not less than "A" or equivalent, for the following:

(1) A comprehensive commercial or general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Franchisee under this Franchise Agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000) per occurrence and Five Million and No/100 Dollars (\$5,000,000) in the annual aggregate.

(2) A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Franchisee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars (\$1,000,000) per Person and Five Million and No/100 Dollars (\$5,000,000) in any one (1) accident or occurrence.

(B) If the Franchisee undertakes any construction with regard to the Cable System, the cost of which exceeds Five Hundred Thousand and No/100 Dollars (\$500,000), the Franchisee shall maintain a construction bond in accordance with SMC 10.27A.320(B).

(C) Not less than thirty (30) days prior to its expiration, Franchisee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise Agreement and SMC 10.27A.320.

(D) The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for damage arising out of the construction, reconstruction, use, operation, ownership and maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall



apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, commissions, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee's Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

(E) Failure to comply with the provisions this section shall constitute a material breach of this Franchise Agreement.

(F) Franchisee waives immunity under Title 51 RCW to the extent necessary to fulfill its indemnity obligation. This provision has been specifically negotiated.

#### SECTION 29. REPORTS.

(A) The City has the right to inspect books and records of Franchisee, which are reasonably necessary to monitor the Franchisee's compliance with the provision of Cable Services under this Franchise Agreement. Within five (5) days of receiving written notice from the City to inspect the Franchisee's books and records under this provision, the Franchisee shall within ten (10) business days or a mutually agreeable date and time, accommodate the City's request at the Franchisee's business office in the City, during Normal Business Hours, and without unreasonably interfering with the Franchisee's business operations. All such documents pertaining to financial matters shall be preserved and maintained in accordance with Franchisee's standard record retention policy except for financial records which are governed by Section 30(D) hereof.

(B) Proprietary and Confidential Information. The City has the right to request a copy of the books and records that are not identified as proprietary or confidential as described under this paragraph. The City shall have a right to inspect within the City, but the Franchisee shall not be required to release information that it reasonably deems to be

proprietary or confidential in nature provided that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Franchisee's concerns regarding confidentiality. The City agrees not to oppose any request for confidentiality.

(C) In the event the Franchisee asserts that certain information is proprietary or confidential in nature, the Franchisee shall identify generally the information which it deems proprietary and confidential and the reasons for its confidentiality in writing to the City. Each page of such information provided will be clearly marked as "proprietary and confidential." The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The City shall not retain information designated as proprietary or confidential by Franchisee for a period of time any longer than necessary to complete its review and any resulting enforcement proceeding therefrom. The City shall certify to Franchisee the destruction of such records.

(D) The Franchisee shall not be required to provide customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and Franchisee shall have ten (10) business days to file a lawsuit in Spokane County seeking injunctive or other relief should Franchisee choose to oppose such request.

(E) Franchisee shall provide the quarterly customer service report required in SMC 10.27A.410(A). Such reporting requirement may be relieved by the City Administrator in his sole discretion.

(F) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain a file available for public inspection in the manner required pursuant to the FCC's rules and regulations.

(G) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints and Franchisee's actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.



(H) Route Map. In lieu of SMC 10.27A.410(E) and upon 30 (thirty) days written request, the Franchisee shall only provide a route map that depicts, based upon information available, the general location of the Cable System facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also provide in an electronic format generally compatible with the City's electronic mapping system aerial/underground facilities and the centerline road reference to allow City to add this information to City's GIS program.

SECTION 30.  
PAYMENT OF FEES AND COSTS.

(A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment shall be due by forty-five (45) days after the end of each calendar month.

(B) No acceptance by the City of any payment from Franchisee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.

(C) Franchisee acknowledges and agrees that the Franchise Fees payable by Franchisee to City pursuant to this Franchise Agreement as well as capital support provided by Franchisee for PEG access equipment and facilities are authorized under the Cable Act and shall not be deemed to be in the nature of a federal, state or local tax.

(D) Any Franchise Fee payments owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.

(E) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at a location agreed upon with the Franchisee, the City shall have the right to inspect the Franchisee's financial records used to calculate the City's Franchise Fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's Franchise Fees consistent with the currently applicable state statute of limitations.

(F) Failure to comply with this section shall constitute a material breach of the Franchise Agreement.

SECTION 31.  
SERVICE OF NOTICE.

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City Administrator forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:      City Administrator  
                    City of Spokane  
                    5<sup>th</sup> Floor Municipal Building  
                    W 808 Spokane Falls Boulevard  
                    Spokane WA 99201-3333

If to Franchisee:  
                    General Manager  
                    Comcast Cable Communications Management, LLC  
                    1717 East Buckeye Avenue  
                    Spokane, Washington 99207

Non-binding    Government Affairs Department  
Courtesy        Comcast Cable Communications Management, LLC  
Copy:            15815 25<sup>th</sup> Avenue W  
                    Lynnwood, Washington 98087

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 32.  
SUCCESSORS AND ASSIGNS.

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 33.  
CUSTOMER SERVICE STANDARDS.

(A) Customer Service Standards. Franchisee shall satisfy the consumer protection and service standards as outlined in SMC 10.27A.700 during the term of this Franchise Agreement. The City hereby further adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with SMC 10.27A.700 and the customer service requirements established by the FCC.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way

that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal privacy laws pertaining to Cable Services, including Section 631 of the Cable Act and regulations adopted pursuant thereto. The City reserves any right it may have to impose subscriber privacy standards if the Franchisee is no longer subject to federal requirements concerning subscriber privacy.

#### SECTION 34. REMEDIES CUMULATIVE.

The rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

#### SECTION 35. MISCELLANEOUS PROVISIONS.

(A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement of SMC 10.27A.700, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.

(B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

(C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(D) In-Kind Cable-Related Contributions.

(1) To the extent lawful under federal law, the Franchisee may, if Franchisee so chooses, provide the City with a written list of "in-kind cable-related contributions" (as that term is defined by the FCC in the Section 621 Order) that

the Franchise Agreement requires Franchisee to provide (including but not limited to the Complimentary Service requirements in Section 16(C) and any PEG Transport required by Section 19(H)). Within ninety (90) days of receiving the aforementioned list, the City will notify the Franchisee whether, with respect to each identified in-kind cable-related contribution, the Franchisee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Franchisee taking an offset to the Franchise Fee payments payable under Section 30(A) as may be permitted by the Section 621 Order or to the Franchisee and the City agreeing to a separately identified charge payable by the City to the Franchisee.

(2) In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Franchisee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. If allowed by subsequent state and federal law, the City may require Franchisee to provide Complimentary Service to the sites set forth in Exhibit A and PEG transport as provided in Section 19(H) for the remaining Franchise term at no charge. Nothing herein waives the City's right to enforce Franchisee's compliance with all lawful obligations contained in this Franchise Agreement.

(E) Contract: State and Federal Law. This Franchise Agreement has been reviewed by both the City and Franchisee and each party agrees that the document is valid under applicable state and federal law and each party agrees to be bound by its provisions subject to Section 35 (B) herein. Subject to this protection both parties reserve any rights, substantive or procedural, they may have under federal or state law.

SECTION 36.  
APPLICABLE LAW.

This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

PASSED by the City Council on December 14, 2020

  
\_\_\_\_\_  
Council President

Attest:

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

  
\_\_\_\_\_  
Mayor

Approved as to form:

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

12/22/2020  
\_\_\_\_\_  
Date



~~December 8, 2020~~ 4/11/2021 January 21, 2021  
EFFECTIVE DATE

ACCEPTED: This Franchise Agreement is accepted, and we agree to be bound by its terms and conditions.

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

Date: 12/11, 2020

By: [Signature]

Its: UP

SWORN TO BEFORE ME this

11 day of December, 2020

[Signature]  
NOTARY PUBLIC

JEAN-PIERRE NEWSOME  
Notary Public  
State of Washington  
License Number 115566  
My Commission Expires  
September 09, 2023

## **EXHIBIT A**

### **Free Service to Public Buildings**

<u>NAME</u>	<u>ADDRESS</u>
1. City Hall	808 W Spokane Falls Blvd
2. Cops West	1901 W Boone Ave
3. COPS, Neva-Wood	4705 N Addison St
4. Community Access Center	104 W 3 <sup>rd</sup> St., Suite B
5. 4 separate PEG playback locations – all at City Hall	808 W Spokane Falls Blvd



15815 25th Ave W  
Lynnwood, WA 98087

December 10, 2020

Honorable Nadine Woodward  
Mayor  
City of Spokane, WA

The purpose of this letter agreement is to memorialize a current commitment by Comcast Cable Communications Management, LLC ("Comcast") in regard to the City of Spokane, Washington (the "City") that is in addition to the renewal franchise agreement to be adopted by ordinance (hereinafter, "the Franchise").

Low-Income Discount: Comcast currently offers a discount to those individuals who are low-income (according to applicable federal guidelines) and either permanently disabled or 65 years of age or older and who are the legal owners or tenants of the dwelling unit. Such discounts consist of thirty percent (30%) off of basic service or the basic service portion of digital service packages when not discounted by inclusion in other promotional or programming package rates at which time the promotional or programming package rate applies. The City acknowledges that discounted services reflect a voluntary initiative on the part of Comcast and is not a requirement of the Franchise. Subject to applicable law, should Comcast elect to discontinue the low-income discount, Comcast shall first provide the City with ninety (90) days' prior notice. Comcast further agrees it will maintain the above described low income discount program in Spokane so long as Comcast voluntarily continues such program in other jurisdiction in the State of Washington.

The above commitments to provide the low-income discount are binding upon Comcast and its successors and assigns.

Sincerely,

Comcast Cable Communications Management, LLC

By: Stan Vojtko

Its: VP

Date: 12/11/2020

City of Spokane, Washington

Acknowledged and agreed to this 5 day of January, 20 21

By: Nadine Woodward

Its: Mayor



< Business Lookup

**License Information:**

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

**Entity name:** HIP OF SPOKANE COUNTY

**Business name:** HIP OF SPOKANE COUNTY

**Entity type:** Nonprofit Corporation

**UBI #:** 601-762-937

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 2001 N DIVISION ST  
STE 130  
SPOKANE WA 99207-2280

**Mailing address:** PO BOX 48150  
SPOKANE WA 99228-1150

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane Nonprofit Business				Active	Jan-31-2025	Jun-04-2014
Spokane Valley Nonprofit Business				Active	Jan-31-2025	Dec-24-2015

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

Governing people	Title
CUNNINGHAM, IAN	
SCHMIDELKOPHER, JANET	

**Registered Trade Names**

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



**Registered trade names**

**Status**

**First issued**

COMMUNITY-MINDED ENTERPRISES

Active

Jan-13-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/10/2024 7:43:23 AM

**Contact us**

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 10/28/2024**Committee Agenda type:** Consent**Date Rec'd**

10/29/2024

**Clerk's File #**

OPR 2024-0967

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

ACCOUNTING &amp; GRANTS

**Bid #****Contact Name/Phone**

MICHELLE 625-6320

**Requisition #****Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

**Agenda Item Name**

5600 MUNICIPAL CRIMINAL JUSTICE SERVICES ARPA FUNDING

**Agenda Wording**

City Council approved \$550,000 in ARPA funds at their June 10, 2024, meeting "solely for the purpose of municipal criminal justice services"

**Summary (Background)**

The program would begin upon with the allocation of funding per Ordinance C36520 adopted on June 10, 2024 and continue until funds are expended, or no later than December 31, 2026.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$ 550,000.00

Subsequent Year(s) Cost

\$ unspent to be carried forward per MOU

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurra@spokanecity.org">mmurra@spokanecity.org</a> 625-6320
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, & CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Municipal Criminal Justice Services ARPA Funding
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>City Council approved \$550,000 in ARPA funds at their June 10, 2024, meeting “solely for the purpose of municipal criminal justice services”</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The program would begin upon with the allocation of funding per Ordinance C36520 adopted on June 10, 2024 and continue until funds are expended, or no later than December 31, 2026.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost: Up to \$550,000</p> <p>Subsequent year(s) cost: Unspent funds will be carried forward per MOU</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input 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? This is a one-time program using ARPA dollars.</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? To continue to support the municipal criminal justice services to cover workload</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> <li>• Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</li> </ul>	

This work is part of the Council's ARPA strategy to support municipal criminal justice services.

**Council Subcommittee Review**

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

N/A

MEMORANDUM OF UNDERSTANDING & AGREEMENT  
MUNICIPAL CRIMINAL JUSTICE

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT ("MOU") is between the SPOKANE CITY COUNCIL ("COUNCIL") and the CRIMINAL JUSTICE SERVICES DEPARTMENT

WHEREAS, the City of Spokane is authorized to expend ARPA funds for this MOU in accordance with City of Spokane Ordinance No. C36520, passed on June 10, 2024, and

WHEREAS, that ordinance allocated \$550,000 "solely for the purpose of Municipal Criminal Justice Services;" and

WHEREAS, the City desires to fund Municipal Criminal Justice services that are intended to operate through the earlier of December 31, 2026, or when funds are exhausted, -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF COUNCIL.

- a. Review and approve this MOU prior to the end of 2024, encumbering the funds for municipal criminal justice services.

2. RESPONSIBILITIES OF THE CRIMINAL JUSTICE SERVICES DEPARTMENT.

- a. Work with Accounting to ensure payment for criminal justice services is charged to ARPA funding the existing community justice specialists and counselors during the period of this MOU or until funds are expended no later than December 31, 2026

3. TERM. This Memorandum and Agreement shall begin effective date of Ordinance C36520, and be in effect until all funds are exhausted, but no later than December 31, 2026.

4. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

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

6. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this memorandum shall have or acquire any interest in the memorandum, 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 memorandum.

Dated: \_\_\_\_\_ CITY OF SPOKANE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

City Council

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Name) \_\_\_\_\_

Municipal Criminal Justice

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Name) \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Name) \_\_\_\_\_



Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/22/2024

**Clerk's File #** OPR 2024-0968

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	ACCOUNTING & GRANTS	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	MICHELLE 625-6320	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
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<b>Agenda Item Name</b>	5600 LANGUAGE ACCESS ARPA FUNDS		
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**Agenda Wording**

City Council approved \$259,553 in ARPA funds at their February 26, 2024, meeting "solely for Language Access"

**Summary (Background)**

This MOU would create an agreement between City Council and the Information Technology Department to contract for web developer services and create an implement a web-based tool for translation of City and City Council documents. The program would be managed by the Information Technology Department. The program would begin upon with the allocation of funding per Ordinance C36494 adopted on February 26, 2024 and continue until funds are expended, or no later than December 31, 2026.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$
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Current Year Cost	\$ 259533.00
-------------------	--------------

Subsequent Year(s) Cost	\$ Unspent carried forward to 2025
-------------------------	------------------------------------

**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurra@spokanecity.org">mmurra@spokanecity.org</a> 625-6320
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, & CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Language Access ARPA Funds
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>City Council approved \$259,553 in ARPA funds at their February 26, 2024, meeting “solely for Language Access” This MOU would create an agreement between City Council and the Information Technology Department to contract for web developer services and create an implement a web-based tool for translation of City and City Council documents.</p> <p>The program would be managed by the Information Technology Department.</p> <p>The program would begin upon with the allocation of funding per Ordinance C36494 adopted on February 26, 2024 and continue until funds are expended, or no later than December 31, 2026.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost: Up to \$259,533</p> <p>    Subsequent year(s) cost: Unspent budget will be carried forward to 2025</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input 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? This is a one-time program using ARPA dollars.</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? This program is designed to develop a web-based tool for translation services.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Number of documents translated</li> </ul>	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Data collection will attempt to determine program effectiveness.
- 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 part of the Council's ARPA strategy to provide the public with information in their native language

**Council Subcommittee Review**

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

N/A

MEMORANDUM OF UNDERSTANDING & AGREEMENT  
LANGUAGE ACCESS

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT ("MOU") is between the SPOKANE CITY COUNCIL ("COUNCIL") and the INFORMATION TECHNOLOGY DEPARTMENT.

WHEREAS, the City of Spokane is authorized to expend ARPA funds for this MOU in accordance with City of Spokane Ordinance No. C36494, passed on February 26, 2024, and

WHEREAS, that ordinance allocated \$259,553 "solely for Language Access;" and

WHEREAS, the City desires to establish a Program intended to operate through the earlier of December 31, 2026, or when funds are exhausted, -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF COUNCIL.

- a. Review and approve this MOU prior to the end of 2024, encumbering the funds.

2. RESPONSIBILITIES INFORMATION TECHNOLOGY.

- a. Contract for web developer services
- b. Create and implement a web-based tool for translation of City and City Council documents such as but not limited to Council Agenda items and other City documentation as needed.
- c. Coordinate with Office of Civil Rights, Equity, and Inclusion on additional needs to implement Language Access in Municipal Proceedings.
- d. Along with the Office of Civil Rights, Equity, and Inclusion, present to council on the progress in the second quarter of 2025.
- e. Work with Accounting to request funds for payment of contractual services

3. TERM. This Memorandum and Agreement shall begin upon execution of the MOU, and be in effect until all funds are exhausted, but no later than December 31, 2026.

4. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

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

6. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this memorandum shall have or acquire any interest in the memorandum, 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 memorandum.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

City Council

By: \_\_\_\_\_

\_\_\_\_\_ Date

(Name) \_\_\_\_\_

Information Technology Department

By: \_\_\_\_\_

\_\_\_\_\_ Date

(Name) \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_







## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurra@spokanecity.org">mmurra@spokanecity.org</a> 625-6320
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, & CM Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Working Families Tax Credit Marketing Campaign ARPA Funds
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>City Council approved \$250,000 in ARPA funds at their June 10, 2024, meeting “solely for the purpose of a local marketing campaign to work with community centers, libraries, and community based organizations to sign up community members for the working families tax credit” This MOU would create and implement a robust marketing plan through media outlets along with assistance from community based organizations to accomplish this goal.</p> <p>The program would be managed by the Communications Department and Community Housing and Human Services Department.</p> <p>The program would begin upon with the allocation of funding per Ordinance C36520 adopted on June 10, 2024 and continue until funds are expended, or no later than December 31, 2025.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <small>Click or tap here to enter text.</small></p> <p>    Current year cost: Up to \$250,000</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input 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? This is a one-time program using ARPA dollars.</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? This program is designed to support community members, help educate and help them to sign up for the working families tax credit</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
Data will be collected through the Department of Revenue how many eligible community members there are in the county and the number of tax credits given.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Data collection will attempt to determine program effectiveness.
- 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 part of the Council's ARPA strategy in coordination with the Mayor's office.

**Council Subcommittee Review**

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

N/A

MEMORANDUM OF UNDERSTANDING & AGREEMENT  
WORKING FAMILIES TAX CREDIT MARKETING

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT ("MOU") is between the SPOKANE CITY COUNCIL ("COUNCIL") and the COMMUNICATIONS, DEPARTMENT and COMMUNITY HOUSING AND HUMAN SERVICES DEPARTMENT.

WHEREAS, the City of Spokane is authorized to expend ARPA funds for this MOU in accordance with City of Spokane Ordinance No. C36520, passed on June 10, 2024, and

WHEREAS, that ordinance allocated \$250,000 "solely for the purpose of a local marketing campaign to work with community centers, libraries, and community based organizations to sign up community members for the working families tax credit ;" and

WHEREAS, the City desires to establish a Program intended to operate through the earlier of December 31, 2025, or when funds are exhausted, as outlined in Attachment "A", attached hereto and incorporated herein by this reference, -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF COUNCIL.

- a. Review and approve this MOU prior to the end of 2024, encumbering the funds.
- b. Support the program by sharing educational materials and information about the program's availability as they interact with Spokane residents.

2. RESPONSIBILITIES OF COMMUNICATIONS DEPARTMENT.

- a. Create and implement a robust marketing plan, using City communication channels as well as other media and education outlets, to provide residents with timely and accurate information on the available assistance to apply for the working families tax credit.
- b. Work with Accounting to requests funds for payment of advertising and marketing.

2. RESPONSIBILITIES OF COMMUNITY HOUSING AND HUMAN SERVICES DEPARTMENT.

- a. Coordinate with community organizations to contract for services to provide assistance to residents to apply for the working families tax credit
- b. Coordinate events with community organizations to promote assistance for applying for the working families tax credit
- c. Create and distribute flyers for promotional purposes
- d. Coordinate translation of flyers for distribution
- e. Working with Accounting, request funds for payment of services to coordinators

3. PROJECT BUDGET. Attachment "A" includes a basic budget.

4. TERM. This Memorandum and Agreement shall begin upon execution of the MOU, and be in effect until all funds are exhausted, but no later than December 31, 2025.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. 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 memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

7. 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 memorandum shall have or acquire any interest in the memorandum, 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 memorandum.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

City Council

By: \_\_\_\_\_

\_\_\_\_\_

(Name) \_\_\_\_\_

Date

Communications Department

By: \_\_\_\_\_

\_\_\_\_\_

(Name) \_\_\_\_\_

Date

Community Housing and Human Services Dept.

By: \_\_\_\_\_

\_\_\_\_\_

(Name) \_\_\_\_\_

Date

Attest:

Approved as to form:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Assistant City Attorney

Dated: \_\_\_\_\_

## Attachment 'A'

	Type	Org Lead	Amount
Flyer Translation	Invoice	SNAP	\$ 500.00
Fig Tree Article	Invoice	SNAP	\$ 5,000.00
Spanish Newspaper Ad	Invoice	Raices	\$ 2,000.00
Spokane Latin Radio Ad	Invoice	Raices	\$ 3,600.00
PeachJar Outreach to SPS	Invoice	SNAP/City	\$ -
Coordinator	Scope of Work/Contract Award	SNAP	\$ 50,000.00
Coordinator	Scope of Work/Contract Award	Launch NW	\$ 30,000.00
Coordinator	Scope of Work/Contract Award	Raices	\$ 50,000.00
Marshallese Event	Contract	SNAP	\$ 3,000.00
DDL M	Contract	Raices	\$ 3,000.00
Posadas	Contract	Raices	\$ 2,000.00
	<b>Total</b>		<b>\$ 149,100.00</b>
Media Budget	Contracts	City	<u>\$ 100,900.00</u>
Total			\$ 250,000.00





**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/29/2024

**Clerk's File #** OPR 2024-0970

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	ACCOUNTING & GRANTS	<b>Bid #</b>	RFP 6231-24
------------------------	---------------------	--------------	-------------

<b>Contact Name/Phone</b>	MICHELLE 625-6320	<b>Requisition #</b>	CR26846
---------------------------	-------------------	----------------------	---------

<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG		
-----------------------	-------------------------	--	--

<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	JBINGLE BWILKERSON ZZAPPONE		
---------------------------	-----------------------------	--	--

<b>Agenda Item Name</b>	5600 CLEAN & SAFE AWARD & CONTRACT		
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**Agenda Wording**

On June 10, 2024 City Council passed Ordinance C36520 allocating ARPA funding of \$503,576.36 (item 11) for Clean and Safe neighborhoods of which \$250,000 is remaining.

**Summary (Background)**

The City issued RFP #6231-24 for the Clean & Safe Program that closed on September 23, 2024. Two applications were received and scored. It is the recommendation of administration to award the \$250,000 to Career Path Services.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 250,000.00

Current Year Cost \$ 250,000.00

Subsequent Year(s) Cost \$

**Narrative**

Award recommendation and contract with Career Path Services to be encumbered in 2024 and will be carried forward to 2025 .

**Amount**

**Budget Account**

Expense	\$ 250,000.00	# 1425-88155-18900-54201-97337
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



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

**Agenda Wording**

**Summary (Background)**

**Approvals**

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

**Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>PURCHASING</u></b>	NECHANICKY, JASON

**Distribution List**

Andy Dwonch adwonch@careerpathservices.org	smacdonald@spokanecity.org
lgarcia@spokanecity.org	cstanton@spokanecity.org
msauve@spokanecity.org	laga@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a>
<b>Council Sponsor(s)</b>	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Clean & Safe Award & Contract
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On June 10, 2024 City Council passed Ordinance C36520 allocating ARPA funding of \$503,576.36 (item 11) for clean and safe neighborhoods of which \$250,000 is remaining.</p> <p>The City issued RFP #6231-24 for the Clean &amp; Safe Program that closed on September 23, 2024.</p> <p>Two applications were received and scored. It is the recommendation of administration to award the \$250,000 to Career Path Services.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost:250,000              Current year cost: \$250,00              Subsequent year(s) cost: Encumbered in 2024 and will carryforward to 2025</p> <p><b>Narrative:</b> <u>Award recommendation and contract with Career Path Services to be encumbered in 2024 and will be carried forward to 2025 .</u></p> <p><b>Funding Source</b>    <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? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None Known</p>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the objectives to the ARPA allocation Ordinance C36520 number 11.	



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **CLEAN AND SAFE PROGRAM**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CAREER PATH EMPLOYMENT AND TRAINING**, whose address is 816 West Francis Avenue, Suite 1028, Spokane, Washington 99205, as (“Company”) individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Contract is to provide a Clean and Safe Program in the specified Downtown area; and

WHEREAS, the Company has been selected through Request for Proposals – RFP #6231-24 issued by the City; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36520, amended and passed June 11, 2024 (Section 11 and 12); and

WHEREAS, the Company agrees to comply with the General Terms and Conditions;

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on November 14, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Company shall provide a Clean and Safe Program, in accordance with their response to RFP 6231-24 attached as Exhibit C and Revised Budget, dated 10/16/24 attached as Exhibit D.

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

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Agreement shall be a maximum amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, in accordance with RFP 6231-24, attached as Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company will send its applications for payment to the Spokane Development Services, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR 2024-XXXX" and an approved L & I Intent to Pay Prevailing Wage number, (when applicable). The final invoice should include an approved Affidavit of Wages Paid number, (when applicable). Payment will not be made without this documentation included on the invoice.

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

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

#### **6. PREVAILING WAGES.**

The following public works requirements apply to the work under this Agreement, when applicable and required by RCW 39.12.

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

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the

Company, the Company shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

#### **7. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **9. 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.

## **10. INSURANCE.**

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

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

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

- i. Acceptable supplementary Umbrella 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; and

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Company shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30 days). The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **11. SUBCONTRACTOR RESPONSIBILITY.**

The Company must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical Company license, if required by chapter 19.28 RCW, or an elevator Company license, if required by chapter 70.87 RCW.

## **12. INDEPENDENT COMPANY.**

The Company is an independent Company. This Agreement does not intend the Company to act as a City employee. The City has neither direct nor immediate control over the Company nor the right to control the manner or means by which the Company works. Neither the Company nor any Company employee shall be an employee of the City. This Agreement prohibits the Company to act as an agent or legal representative of the City. The Company is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name

of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Company shall pay all income and other taxes as due.

**13. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. **If City approves Company's request to utilize a subcontractor/s for a portion of the work to be performed, such approval shall be conditioned upon Company obtaining a payment bond for each subcontractor's work in advance of such work being performed and in an amount determined by the City.** The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**14. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

The Company acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

**18. 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.

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

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



The Company guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Company will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Company will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

**20. MISCELLANEOUS PROVISIONS.**

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

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

**CAREER PATH SERVICES AND TRAINING**

**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 - Certification Regarding Debarment

Exhibit B – Certification of Compliance

Exhibit C – Company’s – Proposal Submission Final - Letter of Submittal to RFP #6231-24 dated September 4, 2024

Exhibit D – Revised Budget dated October 16, 2024

Attachment #1 to RFP #6231-24 - ARP/CSLFRF CFDA 21.027

Attachment – General Terms and Conditions

EXHIBIT A

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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 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 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:**



# Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

\_\_\_\_\_  
Bidder’s Business Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Check One:**

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

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

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

**EXHIBIT C**

**City of Spokane**  
**808 W. Spokane Falls Blvd**  
**Spokane, WA 99201**

**LETTER OF SUBMITTAL**  
**Reference: RFP #6231-24 9/4/2024 6**

To: RFP Review Committee,

We are pleased to submit herewith our proposal in response to the City of Spokane’s RFP for the upcoming Clean and Safe program. We are hopeful that you will find our proposed approach/plan as detailed in the enclosed Technical, Management and Cost Proposals compelling and competitive. Please find the below required details for this letter of submittal:

<b>A.</b>	<b>Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.</b>  Career Path Services Employment and Training Mailing Address: 816 W Francis Ave #1028, Spokane, WA 99205 Principal place of business: DWD Shop - 1711 E. Trent Ave, Spokane, WA 99202 Signatory contacts: Andy Dwonch - (509) 592-1861, <a href="mailto:adwonch@careerpathservices.org">adwonch@careerpathservices.org</a>
<b>B.</b>	<b>Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.</b>  Career Path Services is a 501C3 Non-Profit Organization, with workspaces located at 1722 E. Sprague Ave, and with our Dignified Workday shop located at 1711 E. Trent Ave.
<b>C.</b>	<b>Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months.</b>  Not Applicable
<b>D.</b>	<b>Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.</b>  I hereby confirm that Career Path Services meets all of the Minimum Qualifications in paragraph 1.3 of the RFP.
<b>E.</b>	<b>Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.</b>  I hereby acknowledge that Career Path Services will comply with all terms and conditions set forth in the RFP unless otherwise agreed with City of Spokane.

Thank you for the opportunity to be considered for partnership with the City of Spokane on this important initiative! We look forward to discussing the potential of partnering together to improve conditions in downtown Spokane.

Sincerely yours,



Andy Dwonch  
Chief Operating Officer  
Career Path Services

## **TECHNICAL PROPOSAL**

**Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.**

**A. Provide a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.**

We see the Clean and Safe program as integral to the City of Spokane's efforts to combat the homelessness and opioid crisis raging in our city, as articulated in Mayor Lisa Brown's June 4<sup>th</sup> state of emergency announcement. The program will add multiple-prongs in this collective effort by helping to reclaim the most important gateways (entry points) to our city, helping visitors to the area to feel safe, and offering individuals struggling with homelessness and in many cases substance abuse disorder an opportunity to rebuild their lives, in part through dignified community-serving employment. We also believe these efforts are an effective way to help downtown residents, business, and property owners to overcome secondary impacts of the ongoing crisis – litter, graffiti, and other problems.

For nearly a year now, the Dignified Workday (DWD) program, a joint initiative between Career Path Services and SDS Realty, has been working in alignment with the City's vision of the Clean and Safe program, by serving unhoused members of our community with opportunities to stabilize their lives and move forward through an employment first model. Participant workers who are motivated to make a change, even those who are only ready to take work a day at a time are hired on as W2 employees by Career Path Services and through Dignified Workday work on cleanup, maintenance and light construction activities in support of a cleaner and healthier environment in parts of our city, and also in support of maintaining / refurbishing housing units for some of Spokane's largest low-income community housing providers.

Career Path Services Employment and Training is a registered General Contractor and has been contracted during 2024 by the likes of Catholic Charities, SNAP, East Sprague Business Improvement District (BID), Community Frameworks and SDS Commercial properties for our workers to carry out work activities which are nearly identical to those of the Clean and Safe program. Catholic Charities and East Sprague BID have ongoing contracts for cleanup and maintenance of neighborhood streets, including around one of the primary hotspots in the downtown core – the area with a two-block perimeter around the House of Charity. Additionally, as our contribution to the community, we have paid DWD workers and provided equipment and materials necessary to carry out public improvement activities, such as graffiti abatement and litter collection under and around many of Spokane's many viaducts and open spaces hard hit by the crisis.

Direct employment of homeless individuals through Dignified Workday exemplifies Career Path Services mission to strive for a deeper impact in the communities we serve and builds upon more than 50 years of service to the most vulnerable members of our Spokane community, including homeless individuals, opportunity youth, families receiving TANF, refugees, immigrants and dislocated workers. DWD leverages our deep expertise in supporting and case managing individuals to overcome barriers to sustained living wage employment in fulfilling careers.



Dignified Workday, which was co-founded by the owners of SDS Realty also builds on their more than three decades of experience of regional property development, construction and public service works. DWD leverages SDS expertise and capacity including facilities, equipment and leadership support to grow our operations, enhance productivity to meet our client's project demands, and to help our workers gain skills, experience and ultimately achieve their employment and life goals.

Since January 2024, DWD has enrolled more than 40 homeless individuals, and currently has more 25 actively enrolled and working in the program. We have raised more than \$200k in private grants and 90% of our current work projects are commercially viable. We see the opportunity to engage the city on the Clean and Safe program as an opportunity to expand upon the activities we are already carrying out, and to amplify our impact in support of our City as a whole. We believe our efforts can help to restore order for the good of all, while helping in multi-faceted ways to diminish the crisis our homeless community members are confronting in their daily lives.

**B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. With project funding of \$250,000, include estimated time in months that work/program can be provided including recommended frequency of cleaning. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.**

In preparation of our proposal, our Operational Leadership team extensively drove the Clean and Safe coverage area, mapped out what we deem to be the most significant "hot-spots" due to high through-travel or congregation / camping of homeless individuals. Next, on 9/16, we engaged a crew of 10 of our DWD workers in a pilot clean of two such hot-spot areas:

1. 8 city blocks (both sides) between Walnut and Maple and 2<sup>nd</sup> to 4<sup>th</sup>
2. 8 city blocks (both sides) in a perimeter around the intersections of 2<sup>nd</sup> and 3<sup>rd</sup> with Wall.

Together with our ongoing work contract around House of charity, our pilot cleanup aided in determining our operational plan and financial proposal for the Clean and Safe program. We envision the program engaging on average of 4-5 DWD workers on a daily basis, regular utilization of one fleet vehicle and an assortment of company tools such as wheel carts, blowers, brooms, scoop shovels, and pressure washers. We plan to work on a 5 day per week schedule → Mon, Tues, Thurs, Fri, Sat - or a similar schedule with increased coverage on one weekend day to address the reality that hot spots intensify over the weekends, at exactly the time when Spokane residents would most like to frequent downtown businesses.

Each workday, our team will begin work at one or more hot spots and emanating outward down primary streets, and alternating which routes are covered each day. This approach will ensure that all hot spots will be cleaned multiple times per week, and all areas of the coverage area will be covered no less than once in two weeks. At the beginning of the program, we are planning for a quick start surge with additional workers in order to be able to clean the entire area within the first few days of startup in order to establish a strong initial clean slate as a foundation. This will also enable a deeper understanding of all of the region's nooks and crannies and a more complete

mapping of the area and identification of ALL hotspots which will inform our work schedule and routine.

The core work crew will work each day primarily in basic litter abatement / solid waste removal. All workers participating in the Clean and Safe program will have safety training from our certified trainer on handling waste that potentially contains Bloodborne Pathogens/Other Potentially Infectious Material (OPIM). Beyond basic clean activities, additional work hours and equipment will be available to support the Clean and Safe efforts as needed including: pressure washing, weeding/spraying vegetation and graffiti abatement. Early on in our partnership with the city, we would prioritize the opportunity to pressure wash areas with significant staining of paved surfaces, abatement of graffiti in high traffic areas, and treatment of weeded areas which compound the problem of blowing litter. We recognize from our work to date that when our efforts stop short of removing stubborn weeds, and when staining or graffiti is not washed away, the challenge of keeping the area clean is compounded and the overall positive impact of our efforts are significantly diminished. The degree to which these “higher-touch” activities are carried out will be determined together with City authorities, recognizing that inclusion of such activities will impact the number of months that the Clean and Safe program can run within the allotted budget. Our current proposed plan accounts for 12 months of continuous cleaning work activities which includes these higher-impact activities. While it would be possible to carry out only basic cleaning activities over a longer duration, we believe a purely lighter touch approach will fall short of the aspired outcome of both City leadership and of our team. We are therefore proposing a blended approach which combines the basic cleanup work together with strategically focused more cost intensive activities already mentioned.

An additional cost consideration that we hope to discuss with city leaders during contract negotiations is the interpretation that payment of prevailing wages may be necessary under this contract. In our research and conversations with stakeholders during the preparation of our proposal, we heard conflicting information about whether or not prevailing wages are required. Dignified Workday currently pays our workers on average \$20/hour in addition to an array of other supportive services and job perks designed to ease their transition into work success. If prevailing wages are required, we will need to reconsider ways taking on the program may clash with our present models and would also require a significant modification to our budget leading to a drastic reduction in the volume of work that can be performed, and the number of hours of work for our unhoused workers within the allocated budget.

All of this considered, if awarded the Clean and Safe program, Career Path Services plans to seek out additional funding in the form of donations and solicit additional work from area businesses and other stakeholders with property adjacent to public right of way points in the Clean and Safe zone to create greater economies of scale in hopes of being able to stretch city funds beyond this initial estimated duration. A significant number of trouble spots in the zone reside along the I-90 corridor, and we will seek out collaboration with transportation authorities who are responsible for them in an effort to expand outward the impact and sustainability of Clean and Safe program efforts.

Upon initiation of program activities, we will seek the following forms of support from city officials to assure our joint success:

1. We will seek support of the City to secure partnership with area businesses to secure access to locking dumpsters at 3-4 locations throughout the Clean and Safe zone for our team's disposal of solid waste they collect. Our budget estimate assumes the City covers Waste Management fees for regular collection.
2. Support from the city to partner with area businesses and waste management to assure the majority of area dumpsters are lockable in order to prevent continuous scattering of solid waste in the Clean and Safe area.
3. The city facilitates access to water access points such as fire hydrants so that our work crews can limit travel to fill pressure washer tanks during the workday.
4. Continuous communication with DSP and the Code Enforcement team in identification of new trends or hot-spots in the Clean and Safe zone which may shift work priorities.
5. Support from city officials or authorization to manage our own traffic mitigation efforts (placement of cones, signs, potential temporary lane closures, etc) to ensure the safety of our work crews while cleaning higher traffic areas of the zone.

**C. Demonstrate the legal, financial, and programmatic ability to administer the proposed project and meet the City contracting requirements, such as: insurance thresholds, audit and financial requirements, and business licensing requirements. See Part 6 "Terms and Conditions", Attachment 1 "ARP-CLFRF CFDA 21.027 FUNDING", and guidelines specific to ARPA/Federal programs for reference. A risk assessment will be conducted before contract award recommendation.**

Career Path Services Employment and Training is a 501C3 Non-Profit corporation. It was founded more than 50 years ago in Spokane and since that time has played a leading role in our community and across the state of Washington to empower individuals, and enhance regional workforce in order to help our communities flourish economically. Over the decades, our organization has carried out workforce development and human service efforts under every legislated federal and state workforce program enacted in our region. In recent years, we operate average around 60 federal, state, city or privately funded contracts or programs across Washington state. In our last program year (PY23), our annual program and operating budget was \$20M. Each year we undergo a single unified audit by a CPA accounting firm, and extensive program and fiscal monitoring from our fund sources, and have never had an audit finding or a negative monitoring result. As an agency, we strive relentlessly for performance under each of our contracts, because we know with contract performance comes deep and meaningful positive impact for the communities we serve.

With the ongoing growth of our Dignified Workday program, we have secured our General Contractors license to enable continued growth and diversification of the variety of works our team is qualified and capable of performing. Even prior to issuance of our GC license, Career Path carried liability insurance in excess of the \$1M required for this RFP, and is now also bonded.

## MANAGEMENT PROPOSAL

**Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.**

**A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Identify how Firm meets the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.**

Career Path Services (UEI: KHEJK7NUW388 / UBI: 601 151 579 / GC#: CAREEPS766N6) was founded in Spokane in 1974 in the run up to the World’s Fair. Established as a non-profit organization in 1982, our firm’s initial activities centered on running work crews as part of efforts to clean up and convert the downtown rail yards into the World Fair grounds, and today’s Riverfront Park. In the 50 years since, the CPS team has been a workforce development leader in our community and across the state of Washington to empower individual workers, enhance workforce and enrich communities. Our work has always focused on individuals furthest from opportunities, including folks struggling with housing instability and homelessness. Our team is once again working at the forefront of efforts to put such individuals back to work, and to help solve the crisis of disarray due to rampant homelessness and drug use in the downtown Spokane core. Today, these efforts are most directly represented by the Dignified Workday initiative, but over the last five years, our efforts to address homelessness were embodied through our leadership, together with the Spokane Workforce Council, of the Spokane Resource Center.

The Clean and Safe program, and Dignified Workday operate under the authority and responsibility of Andy Dwonch, Chief Operating Officer of Career Path Services. Mr. Dwonch has been one of the key leaders of the organization for the last five years, and brings 20 additional years of humanitarian work experience, including construction, economic development and emergency job creation in a variety of contexts, and possesses a BA in Civil Engineering and an Honorary Doctorate from Gonzaga University.

Dwonch oversees a variety of functions within CPS, but most importantly for the purposes of this RFP response, he has prime responsibility and oversight of a team that supports new initiatives, innovations and development activities. He led CPS in building the partnership with SDS Realty to launch Dignified Workday, and supports the DWD team on a day to day basis. The DWD team which will lead our performance of the Clean and Safe program include three key Career Path Services employees as described in the following table:

Name, Title	Responsibilities/Duties	Qualifications	Years Experience
Harold Vanderpool, Operations Manager	Overarching coordination of DWD activities including planning and oversight of Clean and Safe activities	BS Physics, Former General Contractor, Carpenter, Homebuilder, Trainer/Educator Certified in Advanced First Aid/CPR	30+
Elijah Rodriguez, Operations Coordinator	On-ground leadership of DWD activities, including coordinating activities of Clean and Safe workers / crew.	OSHA-30 Certified, Lead/Silica/Asbestos awareness certified, Extensive work with restoration/rehab contractor CPR/First Aid Certified	10+
Kathy Hammonds, Human Services Program Manager	Programmatic leadership over DWD support activities for participants such as stabilization, supportive services and navigation to permanent housing and employment. This includes for Clean and Safe workers.	MA in Education, Mental Health Awareness and Trauma Informed Practices Certified, Certified Sexual Assault Advocate	25+

\*Resumes of these key team members are available upon request.

This is the core team that will ensure the success of the Clean and Safe program. Mr. Vanderpool and Ms. Hammonds provide overall coordination of activities and support of all participating workers in the program, and will charge on average 4% of their time / effort on an ongoing basis over the course of the program period. Their efforts will be more intensive in the first several months of the program until activities are running at steady state. Mr. Rodriguez will be responsible for day to day supervision of work crews carrying out performance of clean and safe activities, and will allocate on average 25% of his efforts in support of the program. He will be supported by one of CPS' case managers in meeting the regular needs of workers, and helping them navigate toward greater stability through the program.

In preparation for submission of our proposal, CPS leaders have engaged in discussion with Downtown Spokane Partnership (DSP) operational leadership in order to understand how ongoing collaboration should be carried out during the course of the program period. In principle we have agreed to regular operational meetings, weekly initially, and then spacing out as the program matures. CPS and DSP will coordinate to ensure that shared area borders where responsible zones may overlap, and to make sure that our collective efforts are enacted in concert with each other, and in support of efforts of other authorities such as code enforcement and cleaning crews from the city and other stakeholders. Mr. Dwonch and Mr. Vanderpool will be involved in establishment of the collaboration framework upon startup of the program, and ultimately Mr. Rodriguez will carry out ongoing coordination once the collaboration and framework are functioning well.

**B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not**

**include City staff as references. The Firm grants permission to the City to contact the list provided.**

Please find the below table of recent most relevant program performance by Career Path Services and Dignified Workday:

Nr	Client / Funder	Project Name	Project Description	Project Period	Contact Name	Contact email	Contact Phone
1	Catholic Charities	Neighborhood Cleanup	Clean up on a daily basis in the areas directly adjacent and in a 2 block perimeter from the House of Charity, extending down Pacific Ave	July 2024 - Present	Theresa McCollum	<a href="mailto:Theresamccollum@ceceasternwa.org">Theresamccollum@ceceasternwa.org</a>	509-601-7752
2	SNAP	Property Grounds Cleaning and Maintenance	Providing cleaning and maintenance work to SNAP on their low income housing complexes - cleaning up grounds and common areas, landscaping and maintaining	February 2024 - Present	Nate Alexandrovich	<a href="mailto:alexandrovich@snapwa.org">alexandrovich@snapwa.org</a>	541-363-2543
3	East Sprague BID	BID Zone Maintenance	Weeding, spraying and maintaining the section of the East Sprague BID from Ivory to Altamont.	July 2024 - Present	LaVerne Biel	<a href="mailto:laverne.esba@gmail.org">laverne.esba@gmail.org</a>	509-960-4016
4	SDS Commercial	Central Spokane Properties Cleanup	Daily landscape & parking area cleanup of 12 commercial properties in central Spokane.	January 2024 - Present	Penny Toner	<a href="mailto:penny@sdsrealty.com">penny@sdsrealty.com</a>	509-991-1506
5	Carlos Herrera	Milk Bottle	Monthly cleanup of parking area & graffiti maintenance as needed	July 2024 - Present	Carlos Herrera	<a href="mailto:carlos@sdsrealty.com">carlos@sdsrealty.com</a>	509-714-2593
6	St Ann Catholic Church	St Ann's Catholic Parish	Weekly weeding, mowing, exterior maintenance; weekly cleaning of church hall	January 2024 - Present	Elizabeth Lang	<a href="mailto:communityofstann@gmail.com">communityofstann@gmail.com</a>	509-535-3031
7	Sullivan Valley Commons	Sullivan management	Ongoing interior & exterior maintenance of 150,000 sf building with 12 acres of parking & landscape.	March 2024 - Present	Steve Schmutz	<a href="mailto:steve@sdsrealty.com">steve@sdsrealty.com</a>	509-939-6260
8	Spokane Workforce Council	Economic Security For All (EcSA)	Employment and training program, serving disadvantaged and hard to serve persons, including homeless individuals, by removing barriers to labor force participation, resulting in increased employment and earnings, moving customers to income adequacy for their family size.	11/30/2020 - Present	Andrea Hixson	<a href="mailto:ahixson@spokaneworkforce.org">ahixson@spokaneworkforce.org</a>	509-960-6259
9	Washington State Department of Social and Health Services (DSHS)	Basic Food Employment and Training Program (BFET)	Assist federally funded Basic Food (SNAP) participants gain skills, training or work experience to increase their ability to attain a living wage career.	10/01/2019- Present	Liz Laubscher	<a href="mailto:lilaubscher@spokaneworkforce.org">lilaubscher@spokaneworkforce.org</a>	509-960-6267
10	Spokane Workforce Council	HHAA -Homeless Prevention Grant Rounds 1 & 2	Provide homeless prevention assistance in the form of rent and supportive services to customers at the Spokane Resource Center(SRC), coenrolling customers into other relevant SRC programs to leverage support and provide greater assistance for customers.	1/1/2020-12/31/2022	Andrea Hixson	<a href="mailto:ahixson@spokaneworkforce.org">ahixson@spokaneworkforce.org</a>	509-960-6259

While, we are comfortable with the City of Spokane calling on any of these references, we would suggest that: 1. Theresa McCollum from Catholic Charities, 2. Andrea Hixson from the Spokane Workforce Council, and 3. Elizabeth Lang from St. Ann's Parish would be able to give most relevant references for Career Path Services / Dignified Workday recent work.

**C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm’s non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party’s name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.**

Career Path Services has never defaulted on or had a contract terminated in the last five years, or to the knowledge of current agency leadership in our entire history as an organization.

**COST PROPOSAL**

**The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.**

<b>Summary Budget</b>					
<b>Clean and Safe Program</b>					
<b>Cost Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>%</b>
CPS Staff Salaries & Benefits	Months	12	\$ 2,700	\$ 32,400	<b>13.0%</b>
Other Direct Program Costs	Months	12	\$ 685	\$ 8,321	<b>3.3%</b>
DWD Worker Wages & Support Services	Months	12	\$ 13,351	\$ 160,217	<b>64.1%</b>
Project Equipment & Supplies	Total	1	\$ 22,276	\$ 22,276	<b>8.9%</b>
CPS Negotiated Indirect Cost	%	12%	\$ 223,215	\$ 26,786	<b>10.7%</b>
<b>Total Budget:</b>				<b>\$ 250,000</b>	<b>100%</b>

Please see the attached detailed and summary budget files submitted as a separate file attachment to our proposal.

# Cost Proposal

## Summary Budget

### Clean and Safe Program

Cost Description	Units	Quantity	Unit Cost	Total Cost	%
CPS Staff Salaries & Benefits	Months	12	\$ 2,700	\$ 32,400	<b>13.0%</b>
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CPS Negotiated Indirect Cost	%	12%	\$ 223,215	\$ 26,786	<b>10.7%</b>
<b>Total Budget:</b>				<b>\$250,000</b>	<b>100%</b>





<b>A2 OTHER DIRECT COSTS:</b>		Other Direct Costs		\$30,597.50	12.24%
<b>EQUIPMENT</b>					% of Contract Total
Per item cost and quantity are maximums. Items must be specified and procurement procedures strictly followed per Funding Source policy and Operator policy.					
	<b>Item</b>	<b>Cost per</b>	<b>Quantity</b>	<b>TOTAL</b>	
1) Purchase	Laptops/Phones	\$1,200.00	0	\$0	
2) Lease/Rent:	Leased Equip/Servers			\$0	
3) Maintenance	CPU Maint/Acct/Software			\$0	
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct allocation of software, IT support & equipment to all awards		\$9,430	0.45%	12	\$507
<b>TOTAL</b>					<b>\$507</b>
<b>CONSUMABLE SUPPLIES AND REPRODUCTION</b>					
	<b>Item</b>				<b>TOTAL</b>
Supplies					\$500
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct cost allocation supplies to all awards		\$550	0.45%	12	\$30
(Non-client supplies, reproduction, etc)					<b>TOTAL</b>
					<b>\$530</b>
<b>TRAVEL</b>					
	<b>Item</b>	<b>Cost</b>	<b>Miles</b>	<b>TOTAL</b>	
Travel		0.655	500.000	\$328	
Vehicle Operations - Fuel & Maintenance (\$100/vehicle/month X 12 months)					\$1,200
Local Training					
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct allocation training/travel/meetings/conferences to all awards		\$7,072	0.45%	12	\$380
<b>TOTAL</b>					<b>\$1,908</b>
<b>COMMUNICATIONS</b>					
	<b>Item</b>	<b>Rate</b>	<b>TOTAL</b>		
Cell phone/internet Staff & Management		\$ 125.00	\$525		
Communications - Other (Advertising & Recruiting)					\$0
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct allocation of communications to all awards		\$1,015	0.45%	12	\$55
<b>TOTAL</b>					<b>\$580</b>
<b>RENT AND UTILITIES</b>					
	<b>Item</b>	<b>Annualized FTE's</b>	<b>Monthly Rate</b>	<b>Months Per Year</b>	<b>Subtotal</b>
Rent- Building		0.35	\$600	12.00	\$ 2,520
Rent - Tech		0.35	\$0	12.00	\$ -
					\$ -
<b>TOTAL</b>					<b>\$2,520</b>
<b>CONTRACTED SERVICES</b>					
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	<b>TOTAL</b>
Direct allocation of contracted services to all awards		\$1,866	0.45%	12	\$ 100
Tools & Equipment for Clean & Safe					\$ 16,276
Vehicle Insurance		1	2,000		\$ 2,000
Consumable Project Supplies		12	500		\$ 6,000
					\$ -
<b>TOTAL</b>					<b>\$24,376</b>

**OTHER DIRECT COSTS continued:**

OTHER: must clearly describe

Item					TOTAL
	Monthly Rate	% of allocation	Months		
Audit	\$1,670	0.45%	12	\$	90
Insurance	\$1,550	0.45%	12	\$	83
Allocation of other direct to all awards	\$80	0.45%	12	\$	4
IFA	0.35	\$0	12.00	\$	-
<b>TOTAL</b>					<b>\$177</b>

<b>A3</b>	<b>DIRECT CLIENT SERVICES</b>	Direct client costs	160,217	64.09%
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% of Contract Total

**ALL FIELDS ARE REQUIRED TO BE COMPLETED**

TRAINING SERVICES *identify appropriate service for specific program*

Service	# Clients served	Estimated Average Cost	TOTAL
1) On-the-Job Training			\$0
2) Entrepreneurial			\$0
3) Intensive Skills Training			\$0
4) Individual Training Account (ITA) <i>(applicable to Adult &amp; DW)</i>			\$0
5) Other:			\$0
<b>TOTAL</b>			<b>\$0</b>

SUBCONTRACTED SERVICES

SERVICE	# Clients served	Estimated Average Cost	TOTAL
<b>TOTAL</b>			<b>\$0</b>

CLIENT WAGES

	# Workers	Hr/week	Avg Wks	Total Hours	Net hours	Rate/hr	TOTAL
Monthly Wages	5	25	52.0	1300	6,500	20.00	\$130,000
<b>TOTAL</b>							<b>\$130,000</b>

FRINGE BENEFITS FOR CLIENT WAGES

Type of Benefit	Percentage/Rate	Amount Applies to:	TOTAL
FICA	7.6500%	\$130,000.00	\$9,945
Workers Compensation Paid Clients	0.35100	6500.00	\$2,282
WA Paid Family Medical Leave	0.00147	\$130,000.00	\$191
Workers Compensation Volunteers	0.06970		\$0
<b>TOTAL</b>			<b>\$12,417</b>

SUPPORTIVE SERVICES

ITEM	Cost per client	Number of Clients	TOTAL
Supportive Services / Clothing / PPE	1000	10	\$10,000
Food and other Supplies for Workers	1,560	5	\$7,800
<b>TOTAL</b>			<b>\$17,800</b>

**Subtotal of all Direct Charges: \$223,215**

<b>B1</b>	<b>INDIRECT COSTS:</b>	\$26,785.76	10.71%
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INDIRECT COSTS

	RATE	TOTAL
As defined per project contract	\$223,215	12.00%
		\$26,785.76

RFP Estimation Framework

Total City Block Sides: 216 Estimation  
 Weeks per month 4.25

Initial Clean (1 week, 2 crews)

City Block Conditions		% of Area	block-sides	Hrs/block-side	Workers per Hr	Frequency (per week)	Work-hours (per week)	Hourly cost	Weekly cost	One Time Cost	
Type A	Relatively minimal cleaning required	70%	151	0.125	5	1	95	\$ 20	\$ 1,890		
Type B	Medium traffic area with modest cleaning requirements	20%	43	0.25	5	1	54	\$ 20	\$ 1,080		
Type C	High traffic area with high cleaning requirements	7%	15	0.5	5	1	38	\$ 20	\$ 756		
Type D	Hot Spots - high traffic, propensity to encampments	3%	6	0.75	5	1	24	\$ 20	\$ 486		
<b>Totals:</b>							<b>211</b>		<b>\$ 4,212</b>	<b>\$ 4,212</b>	
							<b>10.53</b>	<b>Workers</b>			

Ongoing Maintenance Clean (1 crew every week)

City Block Conditions		% of Area	block-sides	Hrs/block-side	Workers per Hr	Frequency (per week)	Work-hours (per week)	Hourly cost	Weekly cost	Monthly Cost	Annual Cost	working both sides at same time
Type A	Relatively minimal cleaning required	70%	151	0.1	2	0.5	15	\$ 20	\$ 302	\$ 1,285		6 min/block both sides
Type B	Medium traffic area with modest cleaning requirements	20%	43	0.125	2	1	11	\$ 20	\$ 216	\$ 918		7.5 min/block both sides
Type C	High traffic area with high cleaning requirements	7%	15	0.25	3	2	23	\$ 20	\$ 454	\$ 1,928		15 min/block both sides
Type D	Hot Spots - high traffic, propensity to encampments	3%	6	0.5	4	5	65	\$ 20	\$ 1,296	\$ 5,508		30 min/block both sides
<b>Totals:</b>							<b>113</b>		<b>\$ 2,268</b>	<b>\$ 9,639</b>	<b>\$ 115,668</b>	<b>5896.8</b>
							<b>5.67</b>	<b>Workers</b>				

City Block Conditions	Allocation %	Hours	Frequency	Quantity	Total Hours	Hourly cost	Monthly Cost	Annual Cost
Weed Removal/Remediation	100%	50	Months	4	200	\$ 20	\$ 1,000	\$ 4,000
Pressure Washing Activities	100%	40	Months	6	240	\$ 20	\$ 800	\$ 4,800
Graffiti Removal	100%	10	Months	6	60	\$ 20	\$ 200	\$ 1,200
<b>Totals:</b>					<b>500</b>		<b>\$ 2,000</b>	<b>\$ 10,000</b>

Overall labor \$ 129,880 6,607 Hours

East Section (North-South)	Blocks #	Sides #	Total Block-Sides	Rating (Block-Sides)			
				A	B	C	D
Division	3	2	6	70% Estimated	20% Estimated	7% Estimated	3% Estimated
Pine	3	2	6				
Cowley	3	2	6				
S. Spokane	3	2	6				
Grant	3	2	6				
Sherman	3	2	6				
<b>East Section (West-East)</b>							
2nd Ave	5	2	10				
Alley between 2nd & Pacific	5	1	5				
Pacific	5	2	10				
1st Ave	5	2	10				
Alley between 1st & Sprague	5	1	5				
Sprague	5	2	10				
<b>Totals</b>	<b>48</b>	<b>22</b>	<b>86</b>				

	Blocks #	Sides #	Total Block-Sides	Rating (Block-Sides)			
				A	B	C	D
<b>West Section (West-East)</b>							
Alley between 2nd & 3rd	18	1	18	<b>70% Estimated</b>	<b>20% Estimated</b>	<b>7% Estimated</b>	<b>3% Estimated</b>
3rd Ave	17	2	34				
4th Ave	3	2	6				
I-90 Alley / Right of Way	17	1	17				
<b>West Section (North-South)</b>							
Maple	2.5	2	5				
Walnut	2	2	4				
Cedar	2	2	4				
Adams	1.5	2	3				
Jefferson	1.5	2	3				
Madison	1.5	2	3				
Monroe	1.5	2	3				
Lincoln	1.5	2	3				
Post	1.5	2	3				
Wall	1.5	2	3				
Howard	1.5	2	3				
Stevens	1.5	2	3				
Washington	1.5	2	3				
Bernard	1.5	2	3				
McClellan	1.5	2	3				
Brown	1.5	2	3				
Division	1.5	2	3				
<b>Totals:</b>	<b>82.5</b>	<b>40</b>	<b>130</b>				



September 18, 2024

## ADDENDUM NO. 2

### REQUEST FOR PROPOSALS #6231-24 – Clean and Safe Program

This Addendum 2 to the above identified Request for Proposals is being issued to add in prevailing wage language and provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

- 1. Prevailing wage rules may apply to this work and contract if any work done falls into a prevailing wage category. Firms are warned to take into consideration prevailing wage requirements when proposing on this work.**

The following wording and prevailing wage requirements are added into RFP #6231-24, Part 2 “SCOPE OF SERVICES” by reference:

**PREVAILING WAGE:** The scope of work (“Work”) for this Project constitutes a public work prevailing wage under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Proposals. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before proposing and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.

For this project, a performance bond and Retainage are not required.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Proposal submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is September 23, 2024.
- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

- 2. Q:** Is the award fully funded up front as a grant, or as a cost reimbursement type of contract? If fully funded up front as a grant, is it allowable to earn interest revenue on the funds during the period of implementation? If cost reimbursement agreement, what are the reimbursement terms, such as due date for monthly invoicing and estimated time for reimbursement from the city?

**A:** Funds will not be fully funded upfront, these are cost reimbursement funds. Reimbursement turnaround can depend on the contract, typical contract language stipulates that reimbursement will

take place no longer the 30 days after receipt. The contract can also stipulate if reimbursements will be monthly or bi-monthly.

3. **Q:** Please confirm our understanding that the Clean & Safe program is solely funded with ARPA / CSLFRF CFDA 21.027 funds and therefore Davis Bacon Act does not apply to the program. As such, our proposal does not need to account for payment of prevailing wages for work performed through the program.

**A:** ARPA funding does not require Bacon-Davis Act regulations, but Washington State prevailing wage rules apply due to being the more restrictive requirement. See Number 1 in this Addendum.

4. **Q:** Does the City foresee the need for weeding/spraying of weeds in the Clean and Safe coverage area? Are there limitations/restrictions on utilization of chemicals for remediation of weeds in alleyways or other parts of the area?

**A:** The City does not foresee weed spraying as part of the scope.

5. **Q:** Is the City willing/able to position dumpsters at designated locations throughout the Clean and Safe region for the duration of the program? Will the city or the grantee be responsible for the cost of hauling away refuse collected through the program?

**A:** The City does not have a City property location to place a dumpster. Much can be absorbed into private accounts and have more pick-ups scheduled if overflowing.

6. **Q:** Within high traffic zones of the Clean and Safe coverage area, is the City able to provide support in terms of traffic management / diversion to ensure the safety of program work crews? Alternately, will the firm be allowed to place safety signage, cones and the likes during cleaning periods??

**A:** Firms would be allowed to secure their work site. This could include temporarily closing a sidewalk for cleanup. If traffic control is needed, The City Code Enforcement department can coordinate with the City Street department to accomplish the work.



\_\_\_\_\_  
Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts Department

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

The undersigned acknowledges receipt of this Addendum.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Authorized Signature**

## ATTACHMENT 1 – RFP #6231-24 - 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.

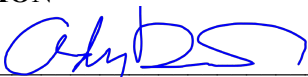
Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor’s costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

In the event of the Contractor’s noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

**CERTIFICATION**

  
\_\_\_\_\_  
Signature, Administrator, or Applicant Agency

9/22/2024  
\_\_\_\_\_  
Date

Andrew (Andy) Dwonch, Chief Operating Officer  
\_\_\_\_\_  
print name and title

## **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.



< Business Lookup

**License Information:**

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

**Entity name:** CAREER PATH SERVICES - EMPLOYMENT & TRAINING

**Business name:** CAREER PATH SERVICES - EMPLOYMENT & TRAINING

**Entity type:** Nonprofit Corporation

**UBI #:** 601-151-579

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 816 W FRANCIS AVE  
NUM 1028  
SPOKANE WA 99205-6512

**Mailing address:** 816 W FRANCIS AVE  
PMB  
# 1028  
SPOKANE WA 99205-6512

**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 c
Spokane Nonprofit Business				Active	May-31-2025	Dec-05-2014

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

Governing people	Title
DWONCH, ANDY	
EAKINS, CAMI	

[View Additional Locations](#)

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Contractor

Career Path Services

11/1/2024 Start Date  
10/31/2025 End Date

Date: 10/17/2024

\$250,000

Award Amount

City of Spokane - Clean and Safe

Auto-calculations

Direct Salary & Benefit Costs	\$32,400	12.96%
Other Direct Costs	\$42,052	16.82%
Direct Client Costs	\$148,662	59.46%
Indirect Costs	\$26,885	10.75%
<b>Category TOTAL:</b>	<b>\$250,000</b>	<b>100.00%</b>

Contract FTE's		
Direct FTE's		0.35
<b>Total FTE's</b>		<b>0.35</b>

Category totals may not be exceeded. For Line Item Detail - All line items must have detail to breakout the costs so calculations can be confirmed. For line items that will not have a cost, provide a brief description - such as: Included in RSA Rent costs, or N/A. Each line item is expected to have a cost or a notation. **Printouts must be in "color".**

**Part A - Direct Charges**

Part A Budget contains 3 categories - #1 Direct Personnel Salaries & Benefits and #2 Other Direct Costs and #3 Direct Client Services. For #1 Direct Personnel Salaries & Benefits - Changes to staff & staff salary will require written notification to the Funding Source the following reporting month. Shifting funds between categories is ONLY allowable with Funding Source approval as project budgets may have specific requirements. Shifting funds within a category requires notification to the Funding Source at the time requests for funds are submitted.

<b>A1 PERSONNEL SALARIES &amp; BENEFITS:</b>	Direct Salary & Benefit Costs	\$	32,400.00	13.0%			
				% of Contract Total			
STAFF - Positions approved and salary paid for each from contract funds. Must not exceed monthly salary below without approval.							
		FTE %	Monthly Salary	# months paid	Hours	Annual FTE %	TOTAL
	DWD Operations Manager (Harold)	5%	\$6,250	12	104	5%	\$3,750
	Program Manager (Kathy)	3%	\$6,667	12	52	2%	\$2,000
					0	0%	\$0
	<b>Total Management Direct</b>	<b>0.08</b>	<b>\$18,750</b>	<b>36</b>	<b>156</b>	<b>7%</b>	<b>\$5,750</b>
	Employment & Housing Coach (Holly/TBD)	3%	\$5,000	12	52	2%	\$1,500
	DWD Ops Coordinator (Elijah)	25%	\$5,583	12	520	25%	\$16,750
					0	0%	\$0
					0	0%	\$0
					0	0%	\$0
	<b>Total Direct Staff</b>	<b>0.28</b>	<b>\$19,250</b>	<b>48</b>	<b>572</b>	<b>0.27</b>	<b>\$18,250</b>
	<b>Total FTEs:</b>	<b>0.35</b>	<b>\$38,000</b>	<b>84</b>	<b>728</b>	<b>0.35</b>	
<b>TOTAL</b>							<b>\$24,000</b>
FRINGE BENEFITS - Enter one total for benefits by percentage/rate for all staff listed above.							
Type of Benefit	Percentage/Rate	Amount applies to:				TOTAL	
Average Fringe Benefits	35.00%	\$24,000				\$8,400	
<b>TOTAL</b>						<b>\$8,400</b>	
Percentage of program salary and benefits allocated to this award						<b>0.45%</b>	

<b>A2 OTHER DIRECT COSTS:</b>		Other Direct Costs		\$42,052.50	16.82%
<b>EQUIPMENT</b>					% of Contract Total
Per item cost and quantity are maximums. Items must be specified and procurement procedures strictly followed per Funding Source policy and Operator policy.					
	<b>Item</b>	<b>Cost per</b>	<b>Quantity</b>	<b>TOTAL</b>	
1) Purchase	Laptops/Phones	\$1,200.00	0	\$0	
2) Lease/Rent:	Leased Equip/Servers			\$0	
3) Maintenance	CPU Maint/Acct/Software			\$0	
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct allocation of software, IT support & equipment to all awards		\$9,430	0.45%	12	\$507
<b>TOTAL</b>					<b>\$507</b>
<b>CONSUMABLE SUPPLIES AND REPRODUCTION</b>					
	<b>Item</b>				<b>TOTAL</b>
	Supplies				\$500
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct cost allocation supplies to all awards		\$550	0.45%	12	\$30
(Non-client supplies, reproduction, etc)					<b>TOTAL</b>
					<b>\$530</b>
<b>TRAVEL</b>					
	<b>Item</b>	<b>Cost</b>	<b>Miles</b>	<b>TOTAL</b>	
	Travel	0.655	500.000	\$328	
Vehicle Operations - Fuel & Maintenance (\$100/vehicle/month X 12 months)					\$1,200
Local Training					
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct allocation training/travel/meetings/conferences to all awards		\$7,072	0.45%	12	\$380
<b>TOTAL</b>					<b>\$1,908</b>
<b>COMMUNICATIONS</b>					
	<b>Item</b>	<b>Rate</b>	<b>TOTAL</b>		
Cell phone/internet Staff & Management		\$ 125.00	\$525		
Communications - Other (Advertising & Recruiting)					\$0
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	
Direct allocation of communications to all awards		\$1,015	0.45%	12	\$55
<b>TOTAL</b>					<b>\$580</b>
<b>RENT AND UTILITIES</b>					
	<b>Item</b>	<b>Annualized FTE's</b>	<b>Monthly Rate</b>	<b>Months Per Year</b>	<b>Subtotal</b>
	Rent- Building	0.35	\$600	12.00	\$ 2,520
	Rent - Tech	0.35	\$0	12.00	\$ -
					\$ -
<b>TOTAL</b>					<b>\$2,520</b>
<b>CONTRACTED SERVICES</b>					
		<b>Monthly Rate</b>	<b>% of allocation</b>	<b>Months</b>	<b>TOTAL</b>
Direct allocation of contracted services to all awards		\$1,866	0.45%	12	\$ 100
Tools & Equipment for Clean & Safe					\$ 16,231
Vehicle Insurance		1		2,000	\$ 2,000
Consumable Project Supplies		11		500	\$ 5,500
Trash Disposal Fees		1		12,000	\$ 12,000
<b>TOTAL</b>					<b>\$35,831</b>

OTHER DIRECT COSTS continued:							
OTHER: must clearly describe							
Item						TOTAL	
	Monthly Rate	% of allocation	Months				
Audit	\$1,670	0.45%	12	\$			90
Insurance	\$1,550	0.45%	12	\$			83
Allocation of other direct to all awards	\$80	0.45%	12	\$			4
IFA	0.35	\$0	12.00	\$	-		-
<b>TOTAL</b>							<b>\$177</b>
<b>A3</b>	<b>DIRECT CLIENT SERVICES</b>			Direct client costs	148,662		59.46%
% of Contract Total							
<b>ALL FIELDS ARE REQUIRED TO BE COMPLETED</b>							
TRAINING SERVICES <i>identify appropriate service for specific program</i>							
Service	# Clients served	Estimated Average Cost		TOTAL			
1) On-the-Job Training							\$0
2) Entrepreneurial							\$0
3) Intensive Skills Training							\$0
4) Individual Training Account (ITA) <i>(applicable to Adult &amp; DW)</i>							\$0
5) Other:							\$0
<b>TOTAL</b>							<b>\$0</b>
SUBCONTRACTED SERVICES							
SERVICE	# Clients served	Estimated Average Cost		TOTAL			
<b>TOTAL</b>							<b>\$0</b>
CLIENT WAGES							
	# Workers	Hr/week	Avg Wks	Total Hours	Net hours	Rate/hr	TOTAL
Monthly Wages	5	25	48.0	1200	6,000	20.00	\$120,000
<b>TOTAL</b>							<b>\$120,000</b>
FRINGE BENEFITS FOR CLIENT WAGES							
Type of Benefit	Percentage/Rate	Amount Applies to:		TOTAL			
FICA	7.6500%	\$120,000.00		\$9,180			
Workers Compensation Paid Clients	0.35100	6000.00		\$2,106			
WA Paid Family Medical Leave	0.00147	\$120,000.00		\$176			
Workers Compensation Volunteers	0.06970			\$0			
<b>TOTAL</b>							<b>\$11,462</b>
SUPPORTIVE SERVICES							
ITEM	Cost per client	Number of Clients		TOTAL			
Supportive Services / Clothing / PPE	1000	10		\$10,000			
Food and other Supplies for Workers	1,440	5		\$7,200			
<b>TOTAL</b>							<b>\$17,200</b>
<b>Subtotal of all Direct Charges:</b>							<b>\$223,115</b>
<b>B1</b>	<b>INDIRECT COSTS:</b>			\$26,885.30			10.75%
% of Contract Total							
INDIRECT COSTS							
		RATE		TOTAL			
As defined per project contract	\$223,115	12.05%		\$26,885.30			



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/29/2024

**Clerk's File #** OPR 2024-0971

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	ACCOUNTING & GRANTS	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	MICHELLE 625-6320	<b>Requisition #</b>	CR 26848
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<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

<b>Agenda Item Name</b>	5600 NEIGHBORHOOD BUSINESS DISTRICT AWARD		
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**Agenda Wording**

City Council approved \$2.5 million in ARPA funds at their February 21, 2022, meeting per Ordinance C36246 for "Neighborhood Business District Support".

**Summary (Background)**

The City of Spokane published a Notice of Funding that closed on September 13, 2024 to solicit cost proposals from organizations to administer \$2,000,000 in funds across four Neighborhood Districts for projects and support. The City received 2 applications that were scored and administration is recommending an award to Washington Trust for Historic Preservation for \$2,447,150 of which approximately \$203,650 is for administrative costs and \$2,243,500 for direct Neighborhood support through

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 2,447,150.00
------------	-----------------

Current Year Cost	\$ 2,447,150.00
-------------------	-----------------

Subsequent Year(s) Cost	\$
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**Narrative**

These are one time ARPA funds allocated per Ordinance C36246 for "Neighborhood Business District Support

**Amount**

**Budget Account**

Expense	\$ 2447150.00	# 1425-88153-57215-54201-97239
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a> 625-6320
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, & CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Neighborhood Business District Award
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>City Council approved \$2.5 million in ARPA funds at their February 21, 2022, meeting per Ordinance C36246 for "Neighborhood Business District Support". To carry out this objective the City of Spokane published a Notice of Funding that closed on September 13, 2024 to solicit cost proposals from organizations to administer \$2,000,000 in funds across four Neighborhood Districts for projects and support.</p> <p>The City received 2 applications that were scored and administration is recommending an award to Washington Trust for Historic Preservation for \$2,447,150 of which approximately \$ 203,650 is for administrative costs and \$2,243,500 for direct Neighborhood support through projects and consultants to establish self-sustaining tools.</p> <p>Contracts will be effective upon signature date and will run through November 30, 2026.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: \$ <u>2,447,150</u></p> <p>    Current year cost: Up to \$2,447,150</p> <p>    Subsequent year(s) cost: Encumbrances will be carried forward to 2025</p> <p><b>Narrative:</b> <u>These are one time ARPA funds allocated per Ordinance C36246 for "Neighborhood Business District Support"</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? This is a one-time program using ARPA dollars.</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? WA Trust will manage projects across the districts and establish a self sustaining plan.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Projects completed
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? WA Trust will work with the office of Neighborhood Housing & Human Services Department to ensure projects are in line with City objectives.
- 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 part of the Council's ARPA strategy to assist Neighborhood Districts in becoming self-sustaining.

**Council Subcommittee Review**

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

N/A

## AGREEMENT BETWEEN

**CITY OF SPOKANE (“CITY”) AND WASHINGTON TRUST FOR HISTORIC PRESERVATION  
 (“GRANTEE”) IN CONJUNCTION WITH NEIGHBORHOOD BUSINESS DISTRICTS PROGRAM  
 GRANT**

<b>1. Grantee</b> Washington Trust for Historic Preservation 1204 Minor Avenue Seattle, WA 98101		<b>2. Contract Amount</b> \$2,447,150.00		<b>3. Tax ID#</b> 91-0983680	
				<b>4. UEI#</b> VB8QSLXSQNL7	
<b>5. Grantee’s Program Representative</b> Kristy Conrad <a href="mailto:kristy@preservewa.org">kristy@preservewa.org</a> (206) 462-2939			<b>6. City’s Program Representative</b> Caleb Stanton ARPA Coordinator <a href="mailto:cstanton@spokanecity.org">cstanton@spokanecity.org</a>		
<b>7. Grantee’s Financial Representative</b> Betsy Godlewski <a href="mailto:betsygodlewski@gmail.com">betsygodlewski@gmail.com</a> (509) 939-6942			<b>8. City’s Contract Representative</b> Laura Aga Contracts & Business Standards Officer <a href="mailto:laga@spokanecity.org">laga@spokanecity.org</a>		
<b>9. Grantor Award #</b> SLFRF		<b>10. Start Date</b> 11/01/2024		<b>11. End Date</b> 12/31/2026	
<b>12. Federal Funds</b> ARPA & CSLFRF		<b>ALN #</b> 21.027	<b>Federal Agency</b> U.S. Department of the Treasury (“Treasury”)		
<b>13. Total Federal Award</b> \$80,991,104		<b>14. Federal Award Date</b> 3/1/2020		<b>15. Research &amp; Development?</b>	
<b>16. Indirect Cost Rate</b>					
<b>17. Grantee Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> ARPA/RFP <input type="checkbox"/> Pre-approved by Funder			<b>18. Grantee Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
<b>19. Grant Purpose:</b> GRANTEE shall administer and distribute ARPA grant dollars to provide establishment of long-term solutions for funding ongoing maintenance, marketing & signage, improvements, and staffing in four neighborhood business districts. The rights and obligations of both parties to this Contract are governed by this Contract.  This Agreement is subject to requirements set forth in Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.					
<b>20. CITY and the GRANTEE, as identified above, acknowledge, and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed 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:</b>  (1) APRA CSLFRF CFDA 21.027 (2) General Terms and Conditions, (3) Attachment “A” - Suspension & Debarment and FFATA Certification					

(FACE SHEET)

## TERMS AND CONDITIONS

### SECTION NO. 1: SCOPE OF SERVICE

#### A. ACTIVITIES.

The GRANTEE will be responsible for providing **establishment of long-term solutions for funding ongoing maintenance, marketing & signage, improvements, and staffing in four neighborhood business districts.** (“Programs”) in a manner satisfactory to the CITY, and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Programs will include the following activities eligible under the American Rescue Plan Act (ARPA) and Corona Virus State and Local Fiscal Recovery Fund (CSLFRF):

##### 1) Program Delivery.

**Grantee shall administer and operate a plan to allow business districts to become self-sustaining and establish long-term solutions for funding ongoing maintenance, marketing & signage, improvements, and staffing in four neighborhood business districts. Project implementation funds must be distributed in a comparable manner among the four designated districts. A comprehensive template/toolkit that can be used in the future to create BIDs or other sustainable funding models must be provided to the City of Spokane**

##### 2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all ARPA and CSLFRF activities, including general management, oversight, and coordination and training on ARPA and CSLFRF requirements to ensure that specified activities are provided and performance outcomes are achieved.

#### B. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

**SECTION NO. 2: PERIOD OF PERFORMANCE**

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, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY’s ARPA AND CSLFRF Program as funded by Department of the Treasury. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CRF funds or other ARPA AND CSLFRF assets, including program income.

**SECTION NO. 3: BUDGET**

<b>Project Operations</b>	
Staffing Neighborhood Coordinator	\$170,000.00
Staffing Administration	\$100,000.00
Coordinator Office, Supplies, Travel	\$21,000.00
Contractual Services	\$187,500.00
Project Implementation	\$1,840,000.00
Garland	-
Hillyard	-
North Monroe	-
South Perry	-
District Leadership Development	\$25,000.00
Indirect Costs	\$103,650.00
Other - Describe in Narrative	\$0.00
<b>Total</b>	<b>\$2,447,150.00</b>

**Update Total**

The GRANTEE is authorized to spend no more than **Two Million, Four Hundred Forty Seven Thousand, One Hundred Fifty and NO/100 (\$ 2,447,150.00)** between November 1, 2024 through December 31, 2026 for this Program.

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX (Appendix V for governmental entities or III for universities) and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained

herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

#### **SECTION NO. 4: PAYMENT**

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement. In limited circumstances, the GRANTEE may be allowed payment advances to allow for sufficient cash flow to administer the program goals and objectives. If advance payments are received by the GRANTEE, additional requirements in reporting or invoicing may be required.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

#### **SECTION NO. 5: NOTICES**

- A. Notices required by this Agreement shall be in writing and delivered by email. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

#### **SECTION NO. 6: SPECIAL CONDITIONS**

The GRANTEE shall participate in a program start up meeting and quarterly program review meetings with CITY staff to assess program activities and monitor fund spend-down. All meetings shall be remote or in-person meetings and will be scheduled by the CITY after execution of the contract.

The GRANTEE shall not sub award any funds included in this Agreement.

## **SECTION NO. 7: GENERAL CONDITIONS**

### **A. GENERAL COMPLIANCE.**

The GRANTEE agrees to comply with the requirements of Title 2 of the Code of Federal Regulations (CFR), Part 200, Subpart F – Audit Requirements, inclusive of any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management of Budget (OMB) Circular or regulation. The Grantee shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. “INDEPENDENT CONTRACTOR”.**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the GRANTEE is an independent contractor.

### **C. HOLD HARMLESS.**

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE’s performance or nonperformance of the services or subject matter called for in this Agreement.

### **D. WORKERS’ COMPENSATION.**

The GRANTEE shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

### **E. INSURANCE AND BONDING.**

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than



\$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

- 2) 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 or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ten (10) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ten days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

#### H. SUSPENSION OR TERMINATION.

1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and the Department of Treasury guidelines, policies or directives as may become applicable at any time.
- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

#### I. 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 GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the GRANTEE 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.

#### J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

K. SOCIAL SECURITY NUMBERS.

Unless required by Federal or State Law, social security numbers of the recipients of these funds will not be required.

**SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS**

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING.

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets
- c. Records required to determine the eligibility of activities;
- d. Financial records as required;
- e. Program participant records and services provided;

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to the Department of the Treasury, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the agreement period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
  - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
  - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
  - iii. All personal information in the possession of the GRANTEE 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).
  
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE 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 CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably

determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over ARPA AND CSLFRF funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, the Department of the Treasury or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this

Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201. within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

## C. REPORTING AND PAYMENT PROCEDURES.

### 1) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursements requested inside Neighborly portal and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for payment by GRANTEE shall be submitted monthly at a minimum with no more than two draws per month for the previous two weeks expenditures as directed below, using the Neighborly portal. For example; expenses incurred during the month of March, the payment request shall be submitted on or before the 15th of April. In conjunction with each payment request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, sub grant or other founding source. **GRANTEE shall submit payment requests to the CITY's Neighborly portal <https://portal.neighborlysoftware.com/spokaneWA/Participant>**

#### a. Payment Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail) and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or the Department of the Treasury determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or the Department of the Treasury may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Sub grantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

## **SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. CIVIL RIGHTS.**

#### **1) Compliance**

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2) Nondiscrimination**

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

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 GRANTEE 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.

### **B. AFFIRMATIVE ACTION.**

#### **1) Approved Plan**

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

#### **2) Women- and Minority-Owned Businesses (W/MBE)**

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to



participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the Department of the Treasury or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

C. EMPLOYMENT RESTRICTIONS.

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA AND CSLFRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA AND CSLFRF-assisted activity, or with respect to the proceeds from the ARPA AND CSLFRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 of any Federal contract, grant, loan, or cooperative agreement; and
- 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and
- d. Lobbying Certification

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, U.S.C. 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. By signing this document, the GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the ARPA AND CSLFRF program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

**SECTION NO. 11: SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**SECTION NO. 12: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**SECTION NO. 13: WAIVER**

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

**SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney

**Attachments**

Attachment "A" - Suspension & Debarment and FFATA Certification

Attachment "B" - ARPA-CLFRF CFDA 21.027

General Terms and Conditions

# Program Overview

Completed by kristy@preservewa.org on 9/13/2024 2:25 PM

**Case Id:** 44098

**Name:** Washington Trust for Historic Preservation -

**Address:** 1204 Minor Avenue, Seattle, WA 98101

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## Program Overview

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Please provide the following information.



City of Spokane, WA  
Neighborhood Business  
Districts  
Program

City of Spokane  
808 West Spokane Falls Blvd  
Spokane, WA 99201  
[accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org)

The City of Spokane, through its Accounting and Grants Department (hereinafter “City”), is initiating this Notice of Funding Availability (NOFA) to solicit cost proposals from organizations who show capacity and ability of fostering self-sustaining Neighborhood Business Districts. The primary objective is to establish long-term solutions for funding ongoing maintenance, marketing & signage, improvements, and staffing in four neighborhood business districts. To achieve this objective, the awarded organization will be granted \$2 million in ARPA funds to be distributed in a comparable manner among the four designated districts and in alignment with the study presented as an attachment to this NOFA. These funds must be utilized by November 2026. A plan must be created for the business districts to become self-sustaining, whether through creating a Business Improvement District (BID) or by establishing a more structured sustainable plan without a BID. Proposed projects will need to be vetted and authorized by the City of Spokane Neighborhood Services Department to qualify for reimbursement. Such projects can include but are not limited to the following:

Categories	Approved Types of Projects
Maintenance	Pressure washing concrete, tree pruning, trash removal, clean up, landscaping, painting, and facade improvements
Marketing & Signage	Replacing private signage, gateway signage, banners, and crosswalk improvements and placement
Improvements	Street lighting (private), tree planting & replacement, sidewalk cleaning, repairs & or replacement, and facade improvements, trash cans, and bike racks
Staffing	Hire a coordinator to work with the districts to produce the most cost-effective and equitable results in carrying out the usage of these funds

**APPLICATION DEADLINE:** September 13th, 2024 at 5pm

### **COMMUNICATION**

All communication between the Proposer and the City shall be submitted by email to [accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org). Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all proposers have access to the information. It is the responsibility of Proposers to check the City of Spokane's ARPA website for this information.

### **MINIMUM QUALIFICATIONS**

- Be a Public or Private non-profit organization or,
- Be a Private for-profit organization
- At least two years experience working with business districts, business improvement districts (BIDs), or similarly organized groups
- Must be able to coordinate and provide services to the Garland District, Hillyard District, North Monroe District, and the South Perry District
- Must be able to follow the City of Spokane Procurement with the assistance of the City of Spokane Office of Neighborhood Services Department

**I confirm that I read and understand the minimum qualifications**

Yes

Please click [here](#) for full NOFA details.

Please click [here](#) for the Business Districts Study.

Please click [here](#) for the Business Districts Project Estimates.

## A. Organization Information

Completed by kristy@preservewa.org on 9/13/2024 2:27 PM

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

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### A. Organization Information

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Please provide the following information.

#### AGENCY INFORMATION

##### A.1. Agency Name

Washington Trust for Historic Preservation

##### A.2. Principal Place of Business

1204 Minor Avenue Seattle, WA 98101

##### A.3. Mailing Address

1204 Minor Avenue Seattle, WA 98101

##### A.4. Federal ID Number

91-0983680

##### A.5 UEI (Unique Entity ID)

Generated by [SAM.gov](https://sam.gov)

VB8QSLXSQNL7

##### A.6. Agency Website

www.preservewa.org

##### A.7. Please provide the Mission Statement of the organization

The Washington Trust for Historic Preservation is a nonprofit organization dedicated to saving the places that matter in Washington State and to promoting sustainable and economically viable communities through historic preservation.

#### AGENCY POINT OF CONTACT

##### A.8. First Name

Kristy

##### A.9. Last Name

Conrad

##### A.10. E-Mail

kristy@preservewa.org

##### A.11. Phone Number

(206) 462-2939

##### A.12. Do you need to communicate with the City of Spokane in another language?

No

#### GOVERNING PERSON PER THE [DOR WEBSITE](#)

##### A.13. First Name

Betsy

##### A.14. Last Name

Godlewski

##### A.15. Email

betsygodlewski@gmail.com

##### A.16. Phone Number

(509) 939-6942

#### Please upload list of Governing Board



Governing Board **\*Required**

Board List - Jan 2024.pdf



## B. Management Response

Completed by kristy@preservewa.org on 9/13/2024 2:47 PM

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

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### B. Management Response

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Please provide the following information.

#### **B.1 A brief history of the applying organization's programs and accomplishments as they pertain to its ability to accomplish the objectives in this grant application.**

The nonprofit Washington Trust for Historic Preservation, under contract with the Washington State Department of Archaeology and Historic Preservation, operates the Washington State Main Street Program. Since its establishment in 1984, the Washington State Main Street Program (WSMSP) has helped Washington communities revitalize the economy, appearance, and image of their downtown commercial districts.

The WSMSP utilizes the Main Street Approach, a unique preservation-based economic development tool that enables communities to revitalize downtown and neighborhood business districts by leveraging local assets—from historic, cultural, and architectural resources to local enterprises and community pride. Developed by the National Trust for Historic Preservation in the 1980s and today spearheaded at the national level by Main Street America, the Main Street Approach employs Four Points of emphasis (Organization, Design, Promotion, and Economic Vitality) to form a holistic, community-driven approach to economic revitalization and resiliency efforts. The Main Street Approach has been proven an effective tool for communities large and small, including neighborhood districts within larger cities. Spanning a nearly 50-year history, the Main Street Approach has been utilized in thousands of districts nationwide and is by design an adaptable and resilient approach to neighborhood revitalization.

Today, there are more than 70 members of the Washington State Main Street Program network, from rural LaCrosse and Roslyn to the more urban centers of Vancouver, Everett, and Bellingham. The WSMSP network is supported by the Washington Trust's Main Street team of four staff members, headed by Main Street Director Breanne Durham (who is based in Spokane) as well as three specialists spread out between Seattle, Walla Walla, and the Tri-Cities. Together, our Main Street team provides an array of services and technical assistance, including professional development for district staff and training for boards and volunteers; organizing the PLACES Conference, Washington's premier preservation, placemaking, and economic vitality conference which attracts more than 350 attendees annually; and offering individual Main Street districts guidance including, but not limited to, on-site assessments, asset mapping, project guidance, and community engagement facilitation. Network trainings and resources span a range of topics—including strategic planning; board and staff leadership development; fundraising; communications; diversity, equity, and inclusion; and more—all aimed at strengthening local Main Street organizations and increasing their capacity and impact as they work to support their districts.

#### **B.2. What makes your organization the most qualified for selection?**

We are the most qualified to undertake this project because the Washington State Main Street Program is built upon exactly the kind of place-based capacity building that will result in sustained energy for Spokane's neighborhoods. We have a strong track record of helping communities come together to build strong local economies by providing the structure and leadership training through which organizations can effectively and sustainably operate, offering the resources they need to grow and thrive, and supporting small business owners and entrepreneurs within commercial districts. Furthermore, Main Street as a model is all about collaboration. We are well-versed in facilitating collaboration

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between multiple stakeholders and partners within a given area—including neighborhood business associations, business owners, city and county officials, chambers of commerce, local volunteers, and more.

Neighborhood revitalization is never about a “one size fits all” approach. When working with a community, we focus on building trust with district stakeholders, emphasizing the role of community engagement, outlining options and sharing resources, and facilitating collaborative decision-making and results-based project execution. We work with a wide range of districts across the state and are confident that this approach to capacity building is scalable to Spokane’s neighborhoods.

Furthermore, as a statewide organization with ties to Main Street America, we have the unique ability to bring both national and state resources—from case studies and relevant research to topical experts, learning and networking opportunities, and grant and fundraising opportunities—to the communities we work with. Given the 70+ towns and cities across Washington State who are part of the WSMSP network, we have both formal and informal catalogues of solutions and best practices for a wide variety of district challenges. Several of the districts we work with use a Business Improvement Area as the basis of their funding model, whereas many others are well-established nonprofits with a diverse portfolio of funding streams. Our network itself is a tremendous asset that we bring to the table; the staff and board members within the network bring a wealth of knowledge and experience and are happy to offer assistance or even mentorship where needed. Additionally, nearly every Main Street organization has conducted the kinds of local projects the NOFA describes as requested by the four neighborhood business districts. Examples include Camas’s recent award-winning downtown lighting project (led by volunteers!), Wenatchee’s downtown banners honoring local veterans, Vancouver’s downtown crosswalk and street art painting project, and multiple cities’ implementation of façade improvement grants for local small businesses. These are the types of projects that members of the WSMSP network have consistently conducted to foster neighborhood pride, create appealing commercial districts, and engage residents and business owners alike, and we can draw from these case studies and lessons learned in implementing similar projects in the four Spokane neighborhood business districts.

The Washington Trust has managed a similar short-term capacity building program before through the state legislature’s Affiliate Capacity Building Grant, which was designed to bolster fledgling Main Street organizations in rural communities across Washington. Between 2021-2023, the Washington Trust’s Main Street team managed contracts, administered operations grants, and provided deep and varied technical assistance for six rural communities determined to establish stable funding, build their volunteer base, hire their first staff person, and implement Main Street work plans. All six of these rural Main Street organizations continue to be active in the WSMSP network and are making meaningful contributions to their districts.

### **B.3 What constraints, limitations or restrictions may impact the project performance?**

The timeframe will be the biggest limitation we face in this project. While we understand why the timeframe is in place, due to the need to expend these federal ARPA funds, the challenge will be to balance the limited timeframe with the ultimate goal of laying long-term foundations of capacity, sustainability, and resiliency upon which these four neighborhood districts can build in the future. That means simultaneously moving forward training, outreach, funding assessments, and overall capacity building with the participating neighborhood groups (which we view as critical to setting these districts up for sustained success), while also confirming, initiating, and monitoring major district improvement projects. Given the complexity of this balance under significant time constraints, we are following BDS Planning’s recommendations for including in each district budget the need for feasibility and start-up assistance for appropriate funding mechanisms for maintenance and operations of the districts.

### **B.4. Provide some measurable goals that will be used to determine the success and impact of this project. Specifically, define outcomes of the goals and how they would be measured.**

As mentioned above, our primary goal for this project will be to sustainably build capacity in the four neighborhood business districts, so that their growth can continue beyond the scope of this grant. Our success towards this goal will be measured by our ability to complete the following measurable objectives:

- Ensuring that each neighborhood district has had the support and expertise to work through their unique long-term goals and has developed a funding plan to move forward. The success of this objective will be measured by each district's participation in in-person trainings around fundraising, BID formation, and the Main Street Approach; the number of participants in each district who engage in these trainings; and the concrete plans each district formulates for long-term organizational funding and district maintenance beyond the completion of this grant.
- Ensuring that each neighborhood district has an organizational structure that supports volunteer contributions from direct stakeholders as well as residents. The success of this objective will be measured by each district's plans, after training, for pursuing an organizational structure that best suits them—as well as their plans for how to incorporate volunteer contributions within that organizational structure (e.g., how do they solicit volunteer participation in their projects? How will these volunteers be managed? How will volunteer hours be recorded and leveraged for other district investments?). An increasing number of volunteer hours contributed to the districts over the course of the grant execution will be another measure of successful outreach and engagement efforts.
- Ensuring that each neighborhood district has executed both meaningful large-scale projects (via the city's ARPA funding) and momentum-building smaller projects (led by volunteers). With each neighborhood district allotted ARPA funding, we will seek to facilitate two to four large-scale projects per district (for instance, street beautification, façade improvement, lighting, signage, etc.). Beyond what ARPA funds underwrite, however, we will challenge districts to rally support through volunteerism and local contributions in order to accomplish two to four smaller projects based upon the Main Street Approach. We believe that while the larger projects may provide the “wins” to demonstrate impact and encourage partner buy-in, the smaller volunteer-led projects will help the districts build their volunteer rosters, develop relationships with their small businesses and stakeholders, and get comfortable making asks—all of which are going to be key skills and activities for future sustainability.
- Providing the City of Spokane with four neighborhood-scale case studies as well as toolkits to further engage additional neighborhood districts (and their residents), thereby strengthening the city's sense of place, economic opportunity, and community engagement. The success of this objective will be measured by our Neighborhoods Coordinator's synthesis of all trainings and community listening/visioning sessions into case guides and guides that can be used by the participating districts to continue building public support as well as by the city to engage additional neighborhood districts in the process of strengthening economic vitality and community participation.

#### **B.5. What processes and procedures are in place to ensure your organization will follow the City of Spokane's procurement guidelines?**

The Washington Trust as an organization is well-versed in adhering to different city, state, and federal procurement guidelines as required by grant contracts. For various projects such as capital grant improvements on our own historic property, we regularly seek out multiple bids and estimates from qualified contractors for goods and services so that we can determine the most cost-effective route toward accomplishing our goals, and we are in the practice of documenting these bids and our decision-making process. With regards to consultants, we often offer consultant opportunities on an Request for Proposal (RFP) basis, which we promote to our audiences and in major media outlets in order to ensure a range of qualified applicants. All of these practices we can bring to this project in order to meet the City of Spokane's procurement guidelines—whether in the process of engaging consultants to provide specialized technical assistance or in the process of helping districts find qualified contractors to undertake specific projects.

## C. Racial Equity and Client Engagement

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

Completed by kristy@preservewa.org on 9/13/2024 2:50 PM

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### C. Racial Equity and Client Engagement

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Please provide the following information.

**The City of Spokane is committed to equitably and effectively utilizing ARPA resources to help our community bounce back as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequities and will go forward to honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequalities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.**

#### **C.1 Describe the steps your organization has taken (or plans to take) in order to establish, develop, or continue policies, practices, and procedures that increase racial and social equity.**

The Washington Trust takes diversity, equity, and inclusion seriously and has worked to address inequity within preservation on a number of fronts. We work regularly with project partners including the Black Heritage Society of Washington State, Asian & Pacific Islander Americans in Historic Preservation (APIAHiP), Latinos in Heritage Conservation, African American Community Cultural & Educational Society (AACCES), and more. As an organization overall, in 2022-2023, with the help of a consultant, we undertook a diversity, equity, and inclusion audit—findings of which are being implemented and included in our current strategic planning process.

With regards to the Washington State Main Street Program, we similarly work to ensure that racial and social equity is baked into our processes and programs. Through the past several years, we have offered our Main Street network opportunities to train and build capacity in the area of diversity, equity, and inclusion. In 2023-2024, we participated with Main Street America in the Equitable Entrepreneurial Ecosystems Program, supported by the Kauffman Foundation, which aimed to build strong, sustainable business ecosystems in Main Streets by addressing the disproportionate impact on women and BIPOC entrepreneurs and working to create points of access and participation for entrepreneurs from a variety of racial/ethnic and socioeconomic backgrounds.

With regards to the City of Spokane's Neighborhood Business Districts opportunity, we would seek to conduct thorough outreach and community listening sessions within each neighborhood district. (While we're aware that BDS Planning did previously conduct outreach in the course of its study, we believe that wider public engagement and participation will be required.) Where gaps in representation are identified, additional outreach to strategic community organizations (e.g., the Hispanic Business Professional Association of Spokane; the Multi-Ethnic Business Association a.k.a. AHANA), business owners, or other stakeholders may be conducted. These stakeholders and the wider public would be invited to participate in listening sessions and ongoing meetings, as well as to sign up for ongoing e-communications in order to stay in the loop about project developments in their district. In this way, we will seek to make our planning and implementation processes as transparent as possible and to encourage participation and feedback from a range of voices and community members.

In addition to inviting participation and feedback, for those volunteers who are more actively engaged—for example, those helping spearhead the implementation of on-the-ground district projects or serving on neighborhood business

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association boards/steering groups—we will seek to offer paid stipends in compensation for their time and work. We believe this is an important component of our equity approach, working to ensure that economic hardship is not a barrier to volunteerism.

**C.2 How will the organization accommodate and adjust in response to these under-represented populations?**

We will work to make the participation process as accessible as possible to everyone including underrepresented populations. Additional accommodations can be facilitated upon request (for example, providing printed materials in Spanish and other languages, using closed captioning for any virtual workshops/webinars/trainings, etc.).

We believe that, even on a short timeline, investing in trust building in the districts is essential. That means that the Neighborhoods Coordinator—with support from the Washington Main Street Director, who is a Spokane resident herself—will be on the ground in the districts as much as possible during the critical outreach components of the project plan. It will be our priority to ensure that district stakeholders and residents, especially those who have not historically been adequately represented in neighborhood decision-making, have opportunities to share and direct priorities.

## D. Program Overview & Description

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

Completed by kristy@preservewa.org on 9/13/2024 3:44 PM

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### D. Program Overview & Description

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Please provide the following information.

#### **D.1 Describe the planned approach to implement projects within the Neighborhood Business Districts.**

Given the goal of long-term solutions and sustainability, we believe that the participating districts need a foundation of training in relevant organizational models (BID and/or nonprofit Main Street) and key skills/operations (fundraising, volunteer management). These trainings will therefore be conducted simultaneously to undertaking neighborhood projects, forming the context for their work and a lens through which to plan for the future.

In addition to the trainings, we will conduct listening and visioning sessions in each district to solicit feedback from a wide range of community members and stakeholders on what projects will best strengthen their district. These listening and visioning sessions will build upon the feedback collected by BDS Planning in their study, while seeking to include more voices and data points (e.g., what makes our district unique? What assets should we be highlighting? Who are our current visitors/residents, who do we currently serve, and who do we want to attract?) than that study's scope allowed.

Feedback from those sessions will be combined with an analysis of current conditions (as the BDS Planning study notes, some of the districts have already undergone recent streetscape improvements, while other districts' improvements are more dated or limited) to formulate a needs assessment for each district. The needs assessment will identify initial project priorities and their feasibility, including whether they will be undertaken in the short term with ARPA funding or perhaps accomplished with strategic use of volunteers and local donations. The needs assessment for each district will then be presented to the City of Spokane in advance of project implementation.

We are committed to working collaboratively with both the district stakeholders and the City of Spokane's Office of Neighborhood Services to successfully coordinate priority projects in each district. In addition to presenting the needs assessment and initiating the projects themselves, we will task our Neighborhoods Coordinator with clear, concise, and regular updates to the Spokane City Council, Mayor's Office, and/or key departments (as desired) throughout the course of the grant execution.

#### **D.2 Explain how you will manage the many requests for varying types of projects from district to district, how will projects be prioritized, and what cost saving (sharing) measures will be used to ensure the most amount of work can be done with the resources available?**

As mentioned above, projects within each district will be prioritized according to feedback received from local listening and visioning sessions and according to need, based on which conditions/areas urgently require addressing (for example, are curbs or sidewalks presenting accessibility difficulties for disabled residents/visitors? Are lighting or other design improvements needed for greater security?). Another factor that will be taken into consideration is readiness: what projects can be completed within the scope of this grant? What projects could potentially be implemented with local volunteers or stakeholder contributions? What projects are going to have the most return on investment, in terms of strengthening the district's economy, safety, or curb appeal? Naturally, if any proposed projects will impact historic buildings in the course of their implementation (for example, façade improvements or lighting/signage installations that

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involve affixing hardware to buildings), there will need to be additional time and process allowed for Section 106 review.

In distributing this grant's ARPA funding for projects, we will make every effort to distribute monies equitably across all four districts—hence why our project budget includes equal amounts for each. However, our final distribution decisions will be based on the above considerations: public/stakeholder feedback, need, and project readiness.

By guiding the four districts through the outreach, visioning, project prioritization processes, simultaneously and early in the grant timeline, we hope to be able to bundle project types that are similar between districts, thereby realizing some cost savings in contracted design and installation. We also plan to coordinate timelines to ease any potential tension or inefficiencies related to expenses or competing priorities for contractors or city staff. Another area of potential cost-saving is bundling the meetings of the districts themselves. We think it's important to bring stakeholders from the four neighborhood business districts together on a regular basis, so that they can learn from and support each other through this process. Thus, while listening and visioning sessions will be done separately (given that they are unique to each district), consultant trainings and educational opportunities will be conducted with all four groups participating together—which, in addition to building camaraderie and support between the four districts, will also help keep our consultant fees and travel costs down.

### **D.3 Outline goals and objectives, outcomes, and outputs from completion of the project and how they match the desired purpose that has been proposed by this NOFA.**

As mentioned previously, the overarching goal of this project is to build capacity in the four neighborhood business districts for sustainable staffing, funding, and maintenance/design projects in the future.

Within this primary goal, we aim to accomplish a number of objectives, outputs, and outcomes:

- Activity: Facilitate community outreach, listening sessions, and visioning workshop; Output: District stakeholders and residents come together to contribute to decision-making; Outcome: Increased buy-in and engagement in both short-term district improvement projects and long-term community organizing.
- Activity: Trainings and start-up assistance in the areas of BID development, fundraising, and the Main Street Approach and analysis (along with stakeholders) of which model best suits each district's vision for the future; Output: Each district has an organizational structure that supports long-term funding for district organizing and maintenance; Outcome: Districts have the capacity to continue improving the economic, physical, and social conditions for the business and residential communities in their respective neighborhoods.
- Activity: Utilize listening/visioning sessions to conceptualize and prioritize projects for each district according to ARPA funding and resources available; Output: Each district executes meaningful large-scale projects with the help of the ARPA funding and smaller volunteer-led projects; Outcome: Improvement in district conditions/visibility, stakeholder buy-in and engagement, relationship building for future sustainability.
- Activity: Synthesize all statewide and national resources offered to these districts by expert consultants in fundraising, BID development, and the Main Street Approach as well as feedback from the districts themselves on their experience; Output: Create case studies and toolkits for the participating districts' future reference and for the City of Spokane to utilize in engaging additional neighborhood districts; Outcome: More neighborhood districts in Spokane have the resources needed to organize community stakeholders and bolster their economic vitality, and the city itself strengthens its sense and pride of place, fosters more economic opportunities for local organizations and small businesses, and increases overall community engagement.

### **D.4 Provide an estimated timeline, include all proposed projects per district.**

**\*Please note this is a high level overview, full plan details required in question F1.**

Please see attached Project Performance Plan & Timeline.



## Estimated Timeline

Plan & Timeline\_BD v 2.0.pdf

### **D.5 Is your organization familiar with the neighborhoods of Spokane? What work have you done in Spokane, where, and for what amount of time?**

Yes, the Washington Trust is very familiar with Spokane and its neighborhoods. While we are a statewide organization with our headquarters based in Seattle, we have staff and board members located in Spokane. Our Washington Main Street Director Breanne Durham—who will be the project lead for this grant if awarded—lives in Spokane. We also have Spokane residents and community leaders serving on our board, including our board president, Betsy Godlewski, retired former Development Director for the Northwest Museum of Arts & Culture; Logan Camporeale, Historic Preservation Specialist for the City/County of Spokane; Paul Mann, developer and principal of the Ridpath Club Apartments; and Ray Rast, Gonzaga University professor of history and board member of Latinos in Heritage Conservation.

With regards to the work that we have done in Spokane, here are a few recent highlights:

- We supported the City of Spokane's 2018 code revisions that made it possible for Browne's Addition to become Spokane's first local historic district established by majority vote of property owners.
- We hosted our 2019 Annual Members Meeting in Spokane, including hosting a Preservation 101 workshop highlighting the case study of Browne's Addition.
- We then named the successful establishment of Browne's Addition as a Spokane historic district as one of our Goldfinch Standards (one of our 2019 preservation highlights for the year), promoting it in our quarterly printed magazine.
- We have been involved in several Spokane-based advocacy campaigns for our Most Endangered Places program, including the Chancery Building and the Jensen-Byrd Building.
- Among the grant programs that we manage, we have awarded funding to the historic Garland Theater (naturally an anchor of the Garland District, which this grant would be supporting).



## E. Staffing Plan

Completed by kristy@preservewa.org on 9/13/2024 3:44 PM

**Case Id:** 44098

**Name:** Washington Trust for Historic Preservation -

**Address:** 1204 Minor Avenue, Seattle, WA 98101

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### E. Staffing Plan

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Please provide the following information.

#### **E.1 Do you currently have staff dedicated to managing grant funding?**

Yes, we have a number of staff members who are experienced with managing grant funding. For a number of years, we have managed state capital grant programs for historic barns, county courthouses, theaters, and cemeteries on behalf of the Department of Archaeology and Historic Preservation. Accordingly, we have established processes for administering grant programs, including online applications, contracts and scopes of work, regular check-ins and site visits, periodic reporting, and reimbursement. We have an in-house staff member who serves as our Grant Coordinator for all of our existing grant programs (the abovementioned state capital grant programs as well as our own Valerie Sivinski Fund and Maritime Washington grant programs). Additionally, our Operations Manager who oversees our organization's financial operations is well-versed in the financial aspects of administering grant programs (e.g., tracking payment requests, receipts, and expense documentation and issuing reimbursements). Lastly, our Main Street staff including Breanne Durham also have experience in managing grants within our Washington State Main Street Program network, having offering planning and capacity building grants to Communities and Affiliates over the past several years.

#### **E.2. Describe the existing staffing model for your organization.**

The Washington Trust is led by Executive Director Chris Moore. Reporting to him are the program leads for five major departments: Main Street (led by Breanne Durham as Main Street Director, with three additional staff on her team), Maritime Washington (led by Alex Gradwohl as Maritime Washington Program Director, with one additional staff member on her team), Advocacy/Preservation Programs (led by Moira Nadal as Preservation Programs Director, with one additional staff member on her team), Development/Communications (led by Kristy Conrad as Development Director, with two additional staff members on the team), and Admin/Operations (led by Cathy Wickwire as Operations Manager). While these departments exist for the sake of different workloads and tasks, every effort is made to prevent silos. All staff members offer updates on their work and priorities at regular staff meetings and are encouraged to offer feedback and resources to their colleagues and to org leadership on a number of topics. With a total of 13 staff members (11 full-time and two part-time), we are still very much a small but mighty organization.

#### **E.3 Describe the staffing model for the proposed project. Outline which supportive services your organization/partnership envisions being offered to participants and when. If you plan to hire for this project, will you hire local to Spokane?**

The majority of this project will be managed and facilitated by a Neighborhoods Coordinator, who we will seek to hire specifically for this grant and who we would require to be based locally in Spokane or the surrounding areas. In addition to the Neighborhoods Coordinator, our Main Street Director, Breanne Durham—also based in Spokane—will oversee all project planning and implementation and will participate in project milestones (e.g., presentations to the City of Spokane) as needed. Besides Breanne, additional Washington Trust staff will be available to offer support and expertise: our Executive Director Chris Moore to offer guidance; our Grants Coordinator Charlotte Hevly and Operations Manager Cathy Wickwire to help ensure proper documentation for projects, contracts, and reimbursements; our Development Director Kristy Conrad to ensure timely reporting and reimbursement submittals; etc.

Beyond staff, we will also bring in consultants who are subject matter experts in the areas of BID formation, fundraising, organizational structure, and the Main Street Approach to help lead the trainings in which each district will participate.

## F. Program Performance & Evaluation

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

Completed by kristy@preservewa.org on 9/13/2024 3:46 PM

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### F. Program Performance & Evaluation

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Please provide the following information.

Please refer to section 2 of the NOFA "Scope of Services" when outlining your detailed plan.

**F.1. Outline a plan that details how your organization will continually monitor project performance. The outline should include an eighteen (18) to twenty (20) month plan commencing with the signing of the contract, showing timing and hiring of a coordinator with in three (3) months and projects starting no later than spring of 2025 with completion of toolkit for sustainable funding plan and all projects no later than November 30, 2026**

Please see attached Project Performance Plan & Timeline.



#### Project Performance Plan

Plan & Timeline\_BD v 2.0.pdf

**F.2 Explain your organization's prior experience with a project of this type, and/or client population.**

As mentioned previously, the Washington Trust and specifically our WSMSP team are well-versed in helping local communities and business districts to support their small businesses, emphasize and market local character, and strengthen their economic vitality. We work with more than 70 towns and cities (including major urban centers like Bellingham, Everett, and Vancouver) within the WSMSP network, who are all tackling similar design projects, recruiting visitors and businesses, and strengthening their organizational capacity. One of our WSMSP Affiliates is the Alliance for Pioneer Square, which utilizes the Main Street Approach and administers a BID while working to support and promote the Pioneer Square neighborhood of Seattle, so we do have experience applying the Main Street Approach to urban business districts.

In addition to our Main Street work, we also have extensive experience operating grant programs (including the state legislature-funded capital grant programs for historic barns, county courthouses, cemeteries, and theaters) and are well-versed in processing these types of grant contracts, tracking expenditures, issuing reimbursements, etc.

**F.3 Describe how your organization plans to involve the four Neighborhood Business Districts input into project/program design, evaluation, and/or decision-making.**

Leaders from the four neighborhood business districts will be involved in every step of this project.

Each district will be involved in organizing and participating in listening and visioning sessions with their local stakeholders; each district will undergo training with our staff and consultants on BID development, nonprofit formation, and the Main Street Approach, as well as other resources; each district will help identify and prioritize the specific projects that they think are most needed for their neighborhoods, both those that will be supported by ARPA funds and those that will be led by volunteers/local efforts; and each district will decide what is the best path forward

for them in terms of organizational structure, whether as a BID or a nonprofit. Ultimately, our goal is to empower each district with the tools, resources, and relationships they need to build their own capacity as entities and to continue to grow into the future.

**F.4 Describe what technical assistance may be needed for successful implementation of the deliverables indicated in this NOFA.**

Our staff will provide technical assistance throughout this process: helping them identify what stakeholders should be at the table in their decision-making process, helping to conduct outreach and engage the public, helping them identify and retain volunteers, facilitating listening and visioning sessions, providing access to peers and mentors and other resources, and generally helping guide them through the various trainings and decisions they will need to make for their district. Where we plan to bring in additional technical assistance and expertise are in the topic areas of BID development, fundraising, branding, and national resources/approaches through Main Street America, depending on the needs and desires of each unique district. We have therefore allocated funds for consultants in these areas in our project budget.

## G. Cost Proposal

Completed by kristy@preservewa.org on 9/13/2024 3:54 PM

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

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### G. Cost Proposal

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Please provide the following information.

Applicants will be required to complete and submit a **Purposed Budget** which details the proposed projects per district and outlines the overhead and administrative costs of performing the propose of the NOFA. A full \$2 million is intended to be allocated towards "projects" establishing long-term funding solutions and performing the projects stated within the scope of the NOFA. In addition to the \$2 million for projects the proposed budget should outline the plans and budgeted overhead/administrative cost.

**G.1. Explain how the uploaded budget will be used to support this project and how participants will be served. In the uploaded budget for each line item listed with a dollar figure (except expense category subtotals), provide:**

- a. How the item relates to the project.
- b. The method used to determine the cost.

Please see attached Project Budget.



**Detailed Budget \*Required**

Project Budget v2.pdf

**G.2. If the budget includes indirect costs, please provide an explanation of the proposed indirect cost method.**

As with all of our federal grant projects, we propose to use the standard de minimis rate (which increases to 15% as of January 1, 2025) with regards to indirect costs. This would amount to \$97,500 for our organization.

**G.3. How does your organization plan to track expenses in relation to the respective projects?**

Expenses for each district's respective projects will be tracked just as we track the expenses for current grantees of the various grant programs we manage. Expenses will be tracked via QuickBooks, our online accounting software; documentation will be saved for each expense in our files for each district; and our staff (including our Neighborhoods Coordinator) will have access to regular financial reports on expenditures incurred to date and funds remaining.

**G.4. How does the organization plan to ensure that each district receives comparable funding?**

As mentioned in Question D.2., we will make every effort to distribute monies equitably across all four districts—hence why our project budget includes equal amounts for each. With regards to training and resources, all four districts will be required to attend and participate in the same trainings with consultants, listening and visioning sessions with their own local stakeholders, and overall technical assistance from our staff. Thus, the building blocks will be the same for each district; what each district elects to do with those resources is up to them. With regards to district projects, we will make final distribution decisions based on three considerations: public/stakeholder feedback,

need, and project readiness.

**G.5. Describe if the applicant has other committed sources of funding that will support for the sustainability of the project. Please detail the source and the terms for when the funds will be available for this project, if any**

The Washington Trust for Historic Preservation receives funding from the Washington State Department of Archaeology and Historic Preservation to operate the Washington State Main Street Program overall. We use this funding to underwrite our technical assistance services to the WSMSP network, provide resources and training opportunities on a variety of topic areas, and organize events throughout the year. While these funds could not be used to benefit the four Spokane neighborhood business districts, given that those districts are not members of the WSMSP network, we can (where appropriate) open up some of our virtual trainings and in-person events to attendees from the four districts. In particular, we organize the PLACES Conference, Washington's annual statewide conference focused on the continued care of place through historic preservation, placemaking, and economic vitality. The conference is attended by nearly 400 people from across the state, including board and staff from the many Main Street organizations within the WSMSP network, city planners and elected officials, architects and preservationists, etc. Conference mobile tours and sessions explore topics and case studies related to placemaking, organizational capacity, design and marketing, preservation, funding, and much more. Therefore, the conference would be a tremendous learning opportunity for representatives from the four districts to attend in order to connect with peers across the state, learn more about placemaking efforts in cities large and small, and get inspired by stories of success and collaboration. We have therefore included in our Project Performance Plan and Timeline that the four districts all attend the PLACES Conference in 2025 and 2026.

**G.6. Describe what the applicant organization will do to attract, develop, and leverage a variety of financial, volunteer, and other in-kind resources to support this project.**

While we will not be able to contribute additional funds to support this project, we will be happy to leverage our own resources and to help the four neighborhood business districts to build their own leveraging power as well. We will connect them with consultants in the topic areas of BID development, nonprofit formation, neighborhood branding, and the Main Street Approach; through these consultants the resources they offer, other doors of possibility will open. We will keep an eye out for relevant opportunities for funding and program participation through Main Street America, given that Main Street America also does work across the nation with implementing Main Street models in urban neighborhoods. We will also connect stakeholders from the four neighborhood business districts with like peers within the WSMSP network and with our own Spokane-based board members. And lastly, we provide the necessary guidance and technical assistance to all of the four neighborhood business districts to undertake small, momentum-building projects (separate from those undertaken with ARPA funds). These smaller projects will empower the districts to develop and maintain a base of active volunteers, and these volunteer hours can be leveraged into additional public investment in the district, now and in the future.

**G.7. Does your organization have upfront funds available for this project? How many months of funding for this project do you have or anticipate having?**

**Please note: This grant is reimbursement funding, meaning that you will need the upfront funds to pay for services before the grant funds are paid to you. (Monthly draws are possible if proper documentation is provided.)**

Yes, the Washington Trust has upfront funding available that can be used for this project, whether for use in engaging consultants or covering the expenses of districts' projects. We estimate that we have approximately \$500,000 in upfront funds that can be used for the purposes of this grant. We would like to do monthly draws for the sake of cash flow and will be prepared to provide appropriate documentation in order to do so.

## H. Risk Assessment

Completed by kristy@preservewa.org on 9/13/2024 4:09 PM

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

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### H. Risk Assessment

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Please provide the following information.

All Federally Funded programs are required by 2 CFR 200 to complete a pre-award risk assessment.

#### ADMINISTRATIVE

##### H.1. Does the subrecipient have experience administering federal awards within the past two years?

Yes

##### If yes, please specify the program name, ALN# (CFDA#), and amount of federal expenditures (or attach a Schedule of Expenditures of Federal Awards)

- Maritime Washington National Heritage Area - CFDA 15.939 Heritage Partnership (National Park Service, Department of the Interior) - \$500,000 annually
- Washington State Main Street Program Services for Rural Communities - CFDA 10.446 Rural Community Development Initiative (USDA) - \$100,000 (2021-2023)
- Preservation in the Face of Climate Change Subgrant Program - CFDA 15.904 Paul Bruhn Historic Revitalization Subgrant Program (National Park Service, Department of the Interior) - \$750,000 (September 2024)

##### H.2. Has the subrecipient ever had a government contract/project/agreement terminated?

No

##### H.3. Has the subrecipient had any known or suspected fraud or conflicts of interest potentially affecting federal awards?

No

##### H.4. Does the subrecipient have or previously had a lawsuit(s) filed against them?

No

##### H.5. Has the subrecipient had any financial condition concerns within the past two years?

No

#### PRIOR AUDITS AND MONITORING

##### H.6. Does the subrecipient receive an independent review / audit of its financial statements?

No

##### If no, please explain.

We do not currently conduct an independent audit of our financials, because we have not historically reached the \$750,000 threshold in federal funding which requires a third-party audit. However, in September 2024, we received notice that we were awarded a \$750,000 Paul Bruhn Historic Revitalization Grants Program from the National Park Service, which in itself (never mind our existing Youth Heritage Project and Maritime Washington National Heritage Area

funding) will require us to seek an independent audit in 2025. We are therefore anticipating our financial statements to be audited for the next several years as the terms of that grant are carried out.

**H.7. In financial statement audits for the last two years, did the sub-recipient:**

**H.7a. Receive an adverse opinion or a disclaimer of opinion?**

N/A

**H.7b. Have any significant deficiencies or material weaknesses in internal control over financial reporting?**

N/A

**H.8. In Single Audits of federal programs for the past two years, were there any findings?**

N/A

**H.9. Has the subrecipient received monitoring by awarding agencies within the past two years?**

Yes

If there were any issues noted in the monitoring reviews, please attach the report(s).



Monitoring Reviews

*\*\*No files uploaded*

**INTERNAL CONTROLS**

**H.10. Does the subrecipient's financial management system:**

**H.10a. Track and record expenditures of program funds separately for each award?**

Yes

**H.10b. Provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?**

Yes

**H.10c. Provide for accurate, current, and complete disclosure of the results of federal awards in accordance with reporting requirements?**

Yes

**H.10d. Enable the sub-recipient to maintain effective internal controls to ensure accountability and proper safeguarding and use of all funds, property and other assets (for example, adequate segregation of duties)?**

Yes

**H.11. Does the subrecipient have policy and procedures to ensure compliance with federal procurement requirements?**

Yes

**H.12. Does the subrecipient have internal controls in place to ensure personnel expenses charged to a federal award are accurate, allowable, and properly allocated?**

Yes



**H.13. Has the subrecipient had turnover in the last 12 months in key fiscal personnel responsible for internal controls compliance and fiscal reporting?**

No

**H.14. Does the subrecipient have a federal negotiated indirect cost rate?**

No

#### **PROGRAMMATIC ASSESSMENT**

**H.15 Is this a new type of project for the subrecipient?**

Yes

**If yes, list programs that have related compliance requirements or standards that the sub-recipient has had in the last three years.**

This is a new type of project in that we have never before offered Main Street-related services or technical assistance to Spokane neighborhood districts before. However, as noted previously, we have extensive knowledge of and relationships in Spokane, and we have a lengthy track record of offering Main Street services and technical assistance in towns and cities across the state, including in urban settings such as the downtown districts of Bellingham, Everett, and Vancouver and the neighborhood business district of Pioneer Square in Seattle. We are therefore confident of our ability to carry out the scope of this grant proposal.

**H.16. Has the subrecipient had difficulty meeting match / maintenance of effort requirements under federal program awards?**

No

**H.17. Within the past year, has there been turnover in key position(s) who will be responsible for administering the award?**

No

#### **FINANCIAL STATEMENT ASSESSMENT**

**H.18. Upload a copy of your latest Financial Statements, please include a balance sheet, statement of net position, and cash flow statement.**



**Financial Statements \*Required**

Washington Trust 2023 financials.pdf

## Required Documents

Completed by kristy@preservewa.org on 9/13/2024 4:10 PM

**Case Id:** 44098

**Name:** Washington Trust for Historic Preservation -

**Address:** 1204 Minor Avenue, Seattle, WA 98101

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## Required Documents

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Please provide the following documentation

Please download the following document and upload them below:

- [ARP-CLFRF CFDA Funding Terms and Conditions Document](#)
- [Debarment Certification Form](#)
- [W-9 Form](#)

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## Documentation

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**W-9 Form \*Required**

WashingtonTrust\_2024\_W9.pdf



**ARPA-CLFRF CFDA Funding Terms & Conditions \*Required**

ATTACHMENT A - ARP-CLFRF CFDA 21.027 FUNDING.pdf



**Debarment Suspension and FFATA Certification Form \*Required**

Form 1623-signed.pdf



**City of Spokane Business License \*Required**

Business License Note.pdf



**Proof of General Liability Insurance \*Required**

COI.pdf

 **501(c)(3) Designation Letter**

WTHP Original 501c3 Letter.pdf

## Submit

Completed by kristy@preservewa.org on 9/13/2024 4:14 PM

Case Id: 44098

Name: Washington Trust for Historic Preservation -

Address: 1204 Minor Avenue, Seattle, WA 98101

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## Submit

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Once an application is submitted, it can only be "Reopened" by an Administrator.

- Acknowledgement that the organization will comply with all terms and conditions set forth in the Notice of Funding Availability, unless otherwise agreed by the Agencies.
- Acknowledgement that the firm will disclose in writing any potential conflict of interest to the City in a timely manner.
- This NOFA does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.
- The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.
- Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.
- Acknowledgement that the Organization will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies. Click [Here](#) to review the Terms and Condition.
- I certify that I am an authorized signer/governing member for my organization. I certify that I am an authorized signer/governing member for my organization.

### Signature

Kristy Conrad

Electronically signed by kristy@preservewa.org on 9/13/2024 4:10 PM



**Accounting Department**  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3304  
(509) 625-6320  
FAX (509) 625-6939

**Michelle Murray**  
**Director of Accounting and Grants**

Dear Kristy Conrad,

### **Washington Trust for Historic Preservation**

The City of Spokane would like to express our sincere gratitude for your application to the ARPA Neighborhood Business Districts Grant. After a thorough review we are pleased to inform you that your organization has been selected for an award.

We are pleased to award **\$2,447,150** for the Neighborhood Business District Grant. This grant is funded by the American Rescue Plan Act (ARPA) /Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). We recognize the significant challenges posed by the COVID-19 pandemic and this grant is intended to support recovery efforts, enabling vital work within Spokane neighborhoods and communities.

Please be aware that this award is contingent upon formalizing the contract with your organization, City Council approval, and the submission of any required documentation. Following Council approval, we will request that you sign the negotiated contract with the City of Spokane. We look forward to partnering with Washington Trust for Historic Preservation on this project!

Sincerely,

Caleb Stanton

Grants Analyst, City of Spokane

[accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org)

**Award Date: 10/4/2024**

**ATTACHMENT A– 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 overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

**CERTIFICATION**



\_\_\_\_\_  
Signature, Administrator, or Applicant Agency

09/13/2024

\_\_\_\_\_  
Date

Kristy Conrad, Development Director

print name and title



## **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.



< Business Lookup

**License Information:**

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

**Entity name:** WASHINGTON TRUST FOR HISTORIC PRESERVATION

**Business name:** WASHINGTON TRUST FOR HISTORIC PRESERVATION

**Entity type:** Nonprofit Corporation

**UBI #:** 600-584-655

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1204 MINOR AVE  
SEATTLE WA 98101

**Mailing address:** 1204 MINOR AVE  
SEATTLE WA 98101

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane Nonprofit Business				Active	Oct-31-2025	Oct-16-2024

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

Governing people	Title
BADER, JAN	
GODLEWSKI, BETSY	
INPANBUTR, MATT	
KIYAMA, CLAUDIA	

The Business Lookup information is updated nightly. Search date and time: 10/17/2024 2:01:50 PM



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**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/22/2024

**Clerk's File #** OPR 2024-0972

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	ACCOUNTING & GRANTS	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	MICHELLE 625-6320	<b>Requisition #</b>	CR 26847
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<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

<b>Agenda Item Name</b>	5600 ARPA CHILDCARE AWARD		
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**Agenda Wording**

City Council approved \$2,500,000 million in ARPA funds at their May 6, 2022, meeting per Ordinance C36200 for "the purpose of providing additional funding for local childcare initiatives" of this funding \$275,000 remains available and was combined

**Summary (Background)**

The City Issued a Notice of Funding to solicit applications from Childcare Organizations that have the capacity to expand services for nontraditional childcare hours. The applications closed on September 20, 2024. The City received 5 applications and is recommending 1 award in the amount of \$500,000 to Raze Development for expansion to provide childcare during non-traditional hours. Contracts will be effective upon signature date and will run through September 30, 2026.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 500,000.00

Current Year Cost \$ 500,000.00

Subsequent Year(s) Cost \$ carried forward to 2025

**Narrative**

These are one time ARPA funds allocated per Ordinance C36200 and Ordinance C36520 for childcare initiatives and childcare capital projects.

**Amount**

**Budget Account**

Expense	\$ 500,000.00	# 1425-88153-57215-54201-97247
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



# Continuation of Wording, Summary, Approvals, and Distribution

## **Agenda Wording**

with an additional \$225,000 thousand dollars in ARPA funds that City Council approved at their June 10, 2024 meeting per Ordinance C36520 for the purpose of childcare capital projects.

## **Summary (Background)**

### **Approvals**

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

### **Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>PURCHASING</u></b>	NECHANICKY, JASON

### **Distribution List**

Kerra Bower kbower@razethenarrative.com	mmurray@spokanecity.org
cstanton@spokanecity.org	msauve@spokanecity.org
laga@spokanecity.org	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurra@spokanecity.org">mmurra@spokanecity.org</a> 625-6320
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, & CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	ARPA Childcare Award
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>City Council approved \$2,500,000 million in ARPA funds at their May 6, 2022, meeting per Ordinance C36200 for “the purpose of providing additional funding for local childcare initiatives” of this funding \$275,000 remains available and was combined with an additional \$225,000 thousand dollars in ARPA funds that City Council approved at their June 10, 2024 meeting per Ordinance C36520 for the purpose of childcare capital projects.</p> <p>The City Issued a Notice of Funding to solicit applications from Childcare Organizations that have the capacity to expand services for nontraditional childcare hours. The applications closed on September 20, 2024. The City received 5 applications and is recommending 1 award in the amount of \$500,000 to Raze Development for expansion to provide childcare during non-traditional hours.</p> <p>Contracts will be effective upon signature date and will run through September 30, 2026.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: \$ <u>\$500,000</u></p> <p>    Current year cost: Up to \$500,000</p> <p>    Subsequent year(s) cost: Encumbrances will be carried forward to 2025</p> <p><b>Narrative:</b> <u>These are one time ARPA funds allocated per Ordinance C36200 and Ordinance C36520 for childcare initiatives and childcare capital projects.</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? This is a one-time program using ARPA dollars.</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

Allowing childcare center to go beyond traditional hours.

- 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? Project completed
- 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
- 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 part of the Council's ARPA strategy to assist childcare centers to operate outside of traditional hours.

**Council Subcommittee Review**

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

N/A

## AGREEMENT BETWEEN

CITY OF SPOKANE (“CITY”) AND RAZE DEVELOPMENT (“GRANTEE”) IN CONJUNCTION  
WITH CHILDCARE CENTER CAPITAL PROGRAM GRANT

1. Grantee Raze Development 6519 N Lidgerwood St Spokane, WA 99208		2. Contract Amount \$500,000.00		3. Tax ID# 86-3604301	
				4. UEI# G37EPE1R8CF5	
5. Grantee’s Program Representative Kerra Bower <a href="mailto:kboer@razethenarrative.com">kboer@razethenarrative.com</a> 509-443-3752			6. City’s Program Representative Caleb Stanton ARPA Coordinator <a href="mailto:cstanton@spokanecity.org">cstanton@spokanecity.org</a>		
7. Grantee’s Financial Representative Kerra Bower <a href="mailto:kboer@razethenarrative.com">kboer@razethenarrative.com</a> 509-294-9494			8. City’s Contract Representative Laura Aga Contracts & Business Standards Officer <a href="mailto:laga@spokanecity.org">laga@spokanecity.org</a>		
9. Grantor Award # SLFRF		10. Start Date 10/16/2024		11. End Date 09/30/2026	
12. Federal Funds ARPA & CSLFRF		ALN # 21.027	Federal Agency U.S. Department of the Treasury (“Treasury”)		
13. Total Federal Award \$80,991,104		14. Federal Award Date 3/1/2020		15. Research & Development?	16. Indirect Cost Rate
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> ARPA/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: GRANTEE shall administer and distribute ARPA grant dollars to provide “last dollars” to a Childcare Organization to assist in completing Capital Improvements in order to provide services of non-traditional childcare hours. The rights and obligations of both parties to this Contract are governed by this Contract.  This Agreement is subject to requirements set forth in Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge, and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed 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) APRA CSLFRF CFDA 21.027 (2) General Terms and Conditions, (3) Attachment “A” - Suspension & Debarment and FFATA Certification					

(FACE SHEET)

## TERMS AND CONDITIONS

### SECTION NO. 1: SCOPE OF SERVICE

#### A. ACTIVITIES.

The GRANTEE will be responsible for providing administrations of an economic support funding program to address COVID-19 impact in Spokane (“Programs”) in a manner satisfactory to the CITY, and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Programs will include the following activities eligible under the American Rescue Plan Act (ARPA) and Corona Virus State and Local Fiscal Recovery Fund (CSLFRF):

##### 1) Program Delivery.

**GRANTEE shall administer and distribute ARPA grant dollars to provide “last dollars” to assist in completing a construction project or expansion of existing facility which will result in and/or expand services of nontraditional childcare hours. These dollars may not be used as a federal match to a project, they are intended to be last dollars needed to complete a project or expansion.**

##### 2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all ARPA and CSLFRF activities, including general management, oversight, and coordination and training on ARPA and CSLFRF requirements to ensure that specified activities are provided and performance outcomes are achieved.

#### B. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.



**SECTION NO. 2: PERIOD OF PERFORMANCE**

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, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY’s ARPA AND CSLFRF Program as funded by Department of the Treasury. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CRF funds or other ARPA AND CSLFRF assets, including program income.

**SECTION NO. 3: BUDGET**

<b>Administration</b>	
Construction Costs	500,000.00
<b>Subtotal</b>	<b>500,000.00</b>
<b>Project Operations</b>	
Salaries and Benefits	\$0.00
Supplies	\$0.00
Equipment	\$0.00
Direct Client Assistance	\$0.00
Other - Describe in Narrative	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>
<b>Total</b>	<b>500,000.00</b>

**Update Total**

The GRANTEE is authorized to spend no more than **Five Hundred Thousand and NO/100 dollars ( \$500,000.00)** between October 16, 2024 through September 30, 2026 for construction costs towards their Childcare Facility.

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX (Appendix V for governmental entities or III for universities) and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

#### **SECTION NO. 4: PAYMENT**

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement. In limited circumstances, the GRANTEE may be allowed payment advances to allow for sufficient cash flow to administer the program goals and objectives. If advance payments are received by the GRANTEE, additional requirements in reporting or invoicing may be required.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

#### **SECTION NO. 5: NOTICES**

- A. Notices required by this Agreement shall be in writing and delivered by email. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

#### **SECTION NO. 6: SPECIAL CONDITIONS**

The GRANTEE shall participate in a program start up meeting and quarterly program review meetings with CITY staff to assess program activities and monitor fund spend-down. All meetings shall be remote or in-person meetings and will be scheduled by the CITY after execution of the contract.

The GRANTEE shall not sub award any funds included in this Agreement.

## **SECTION NO. 7: GENERAL CONDITIONS**

### **A. GENERAL COMPLIANCE.**

The GRANTEE agrees to comply with the requirements of Title 2 of the Code of Federal Regulations (CFR), Part 200, Subpart F – Audit Requirements, inclusive of any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management of Budget (OMB) Circular or regulation. The Grantee shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. “INDEPENDENT CONTRACTOR”.**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the GRANTEE is an independent contractor.

### **C. HOLD HARMLESS.**

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE’s performance or nonperformance of the services or subject matter called for in this Agreement.

### **D. WORKERS’ COMPENSATION.**

The GRANTEE shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

### **E. INSURANCE AND BONDING.**

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE’s services to be provided under this Agreement; and

- 2) 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 or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ten (10) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ten days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and the Department of Treasury guidelines, policies or directives as may become applicable at any time.

b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. 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 GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the GRANTEE 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.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

K. SOCIAL SECURITY NUMBERS.

Unless required by Federal or State Law, social security numbers of the recipients of these funds will not be required.

## **SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS**

### **A. FINANCIAL MANAGEMENT.**

#### **1) Accounting Standards**

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

#### **2) Cost Principles**

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. DOCUMENTATION AND RECORD KEEPING.**

#### **1) Records to be Maintained**

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets
- c. Records required to determine the eligibility of activities;
- d. Financial records as required;
- e. Program participant records and services provided;

#### **2) Retention**

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to the Department of the Treasury, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the agreement period, then such records must

be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
  - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
  - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
  - iii. All personal information in the possession of the GRANTEE 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).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE 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 CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over ARPA AND CSLFRF funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, the Department of the Treasury or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201. within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above.



The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

## C. REPORTING AND PAYMENT PROCEDURES.

### 1) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursements requested inside Neighborly portal and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for payment by GRANTEE shall be submitted quarterly at a minimum with no more than two draws per month for the previous two weeks expenditures as directed below, using the Neighborly portal. For example; expenses incurred during the month of March, the payment request shall be submitted on or before the 15th of April. In conjunction with each payment request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, sub grant or other founding source. **GRANTEE shall submit payment requests to the CITY's Neighborly portal** <https://portal.neighborlysoftware.com/spokaneWA/Participant>

#### a. Payment Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail) and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or the Department of the Treasury determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or the Department of the Treasury may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Sub grantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

## **SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. CIVIL RIGHTS.**

#### **1) Compliance**

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2) Nondiscrimination**

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

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 GRANTEE 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.

### **B. AFFIRMATIVE ACTION.**

#### **1) Approved Plan**

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

#### **2) Women- and Minority-Owned Businesses (W/MBE)**

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by

minority group members or women. For the purpose of this definition, “minority group members” are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the Department of the Treasury or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

C. EMPLOYMENT RESTRICTIONS.

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA AND CSLFRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA AND CSLFRF-assisted activity, or with respect to the proceeds from the ARPA AND CSLFRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 of any Federal contract, grant, loan, or cooperative agreement; and

- 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and
- d. Lobbying Certification

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, U.S.C. 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. By signing this document, the GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the ARPA AND CSLFRF program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

**SECTION NO. 11: SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**SECTION NO. 12: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**SECTION NO. 13: WAIVER**

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

**SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to form:

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City Clerk

Assistant City Attorney

**Attachments**

Attachment "A" - Suspension & Debarment and FFATA Certification

Attachment "B" - ARPA-CLFRF CFDA 21.027

General Terms and Conditions



# Program Overview

Completed by mandyorozca@gmail.com on 9/16/2024 8:44 AM

**Case Id:** 44078

**Name:** Raze Development - 2024

**Address:** 2015 N Monroe St, Spokane, WA 99205

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## Program Overview

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Please provide the following information.



City of Spokane, WA  
Childcare Center Capital  
Program

City of Spokane  
808 West Spokane Falls Blvd  
Spokane, WA 99201  
[accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org)

The City of Spokane, through its Accounting and Grants Department (hereinafter “City”), is initiating this Notice of Funding Availability (NOFA) to solicit applications from Childcare Organizations that have the capacity to expand services for nontraditional childcare hours. This program’s purpose is to provide last-in capital dollars to assist in a construction project or expansion of an existing facility. This construction must result in and/or expand services of nontraditional childcare hours. Qualifying organizations should meet the following parameters:

- Demonstrate need to carry out a capital project for expanded services.
- Demonstrated unmet need of target clientele.
- Demonstrated history of serving members of historically marginalized communities.
- Demonstrate fiscal responsibility through policy and procedures.
- Demonstrate the ability to complete the proposed project budget by 9/30/2026.

This Notice of Funding of Availability will award a grant up to \$500,000 to provide “last dollars” \*(**see definition in section 1.2**) of a construction project. This project should be made through a competitive bid process. These dollars may not be used as a federal match to a project, they are intended to be last dollars needed to complete a project or expansion.

**APPLICATION DEADLINE:** September 20th, 2024 at 5pm

### COMMUNICATION

All communication between the Proposer and the City shall be submitted by email to [accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org). Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all proposers have access to the information. It is the responsibility of Proposers to check the City of Spokane’s ARPA website for this information.

### MINIMUM QUALIFICATIONS

Printed By: Caleb Stanton on 10/16/2024

- A Childcare organization
- Organization must be located and registered in the City limits of Spokane
- Proposed construction or expansion must be in the City limits of Spokane
- Be a Public or Private non-profit organization or,
- Be a Private for-profit organization
- Must follow the City of Spokane Procurement

**I confirm that I read and understand the minimum qualifications**

Yes

Please click [here](#) for full NOFA details

# A. Organization Information

Completed by mandyorozca@gmail.com on 9/17/2024 6:39 PM

Case Id: 44078  
Name: Raze Development - 2024  
Address: 2015 N Monroe St, Spokane, WA 99205

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## A. Organization Information

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Please provide the following information.

### AGENCY INFORMATION

#### A.1. Agency Name

Raze Development

#### A.2. Principal Place of Business

6519 N Ligerwood Street Spokane, WA 99208

#### A.3. Mailing Address

2015 N Monroe St Spokane, WA 99205

#### A.4. Federal ID Number

86-3604301

#### A.5 UEI (Unique Entity ID)

Generated by [SAM.gov](https://sam.gov)

G37EPE1R8CF5

#### A.6. Agency Website

<https://razethenarrative.com>

#### A.7. Please provide the Mission Statement of the organization

Raze Early Learning and Development Center (Raze) aims to transform the negative narrative surrounding Black students in education by emphasizing family engagement and providing high-quality, extended hours childcare that supports their growth and development. By offering on-site culturally-based behavioral health services, we address mental health disparities and deliver a personalized curriculum that is culturally immersive. Our approach includes using culturally responsive teaching strategies to foster psychologically safe environments, promote understanding of differences, build self-worth and self-esteem, and set achievable high standards for kindergarten readiness.

### AGENCY POINT OF CONTACT

#### A.8. First Name

Kerra

#### A.9. Last Name

Bower

#### A.10. E-Mail

[kbower@razethenarrative.com](mailto:kbower@razethenarrative.com)

#### A.11. Phone Number

(509) 443-3752

#### A.12. Do you need to communicate with the City of Spokane in another language?

No

### GOVERNING PERSON PER THE [DOR WEBSITE](#)

#### A.13. First Name

Kerra

#### A.14. Last Name

Bower

#### A.15. Email

[kbower@razethenarrative.com](mailto:kbower@razethenarrative.com)

#### A.16. Phone Number

(509) 294-9494

### Please upload list of Governing Board

**Governing Board \*Required**

Raze 24 Boardlist.pdf

## B. Management Response

Completed by [kbower@razethenarrative.com](mailto:kbower@razethenarrative.com) on 9/19/2024 12:38 PM

Case Id: 44078

Name: Raze Development - 2024

Address: 2015 N Monroe St, Spokane, WA 99205

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## B. Management Response

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Please provide the following information.

### **B.1. A brief history of the applying organization's programs and accomplishments as they pertain to its ability to accomplish the objectives in this grant application.**

Raze Early Learning and Development Center (Raze) is a nonprofit located in the City of Spokane, founded to serve historically marginalized City of Spokane community members by providing high-quality childcare and support that meets the hours of operation that families in Spokane need along with other wrap around services. Spokane has devastating pockets of childcare deserts that negatively impact children of color and their hard-working parents which is magnified by the lack of access to extended hours care and mental and behavioral health supports.

Spokane has a poverty rate of 16% but that rate is 27% for Spokane's Black community. An article published by the Center for American Progress titled, *Black Families Work More, Earn Less, and Face Difficult Child Care Choices* (2016) presents many of the challenges that Raze is addressing, including systemic racism and oppression, lower wages, and more barriers to economic mobility: "African American families are especially hard hit by the rising cost of child care and limited options for working families...For decades, African American women have worked at higher rates (Women's Bureau – Department of Labor, 2016) than other women, meaning that child care has long been a necessity for these families."

Raze's founder, Kerra Bower, has been an early childhood development leader since 2007, and founded Little Scholars Development Center in 2013. During her time within early childhood education Kerra specifically worked within the industry providing extended hours care to include nights and weekends. In 2019, the Washington State Department of Commerce conducted a study that found that Black students in early learning in Spokane County were some of the most underserved in the state. As a result, Bower was approached to be a coalition member for a subsequent Washington State Department of Commerce Needs-Based Study and a Feasibility Study that pointed to a need and an opportunity to provide early learning education that centers Black Americans and serves Spokane families in childcare deserts, which prompted the founding of Raze.

Not having access to extended hours care can negatively impact working parents, especially those with non-traditional work hours, as they may struggle to maintain employment or balance work and family responsibilities (U.S. Department of Health & Human Services, 2016). This can lead to financial instability and increased stress for families, affecting the well-being of both parents and children (Economic Policy Institute, 2020). Additionally, children may miss out on crucial early education opportunities and consistent caregiving environments (Urban Institute, 2019). The lack of extended care can exacerbate inequities, disproportionately affecting low-income families and contributing to a cycle of economic hardship (National Women's Law Center, 2018).

A childcare desert reflects the shortage of childcare options, meaning that there are insufficient or no childcare providers in a census tract or so few options that there are more children than can be accommodated by the number of licensed childcare slots. This shortage creates few affordable, high-quality options for working, low-income parents, and

means that many parents assume additional costs and time to access care outside of their community or settle for unlicensed and/or low-quality or unreliable care.

With the help of a local commercial real estate entity and funding from a number of philanthropic and public funders, including the Washington Department of Commerce, we purchased a building in North Spokane in an area identified as an extreme childcare access desert and abutted by other extreme childcare access deserts. Our work has become even more urgent since the pandemic – the City of Spokane needs this approach.

We have been working tirelessly to secure capital funding to complete the capital project. Our local and statewide community has rallied around this cause and, thanks to public and private funding, we are now in the final phase of the capital campaign so that we can complete the construction. This requested funding will be the last-in funding that will allow Raze to fully complete the construction and open its doors and provide high-quality, affordable, impactful early childhood development programming during nontraditional hours for City of Spokane families. We are thrilled to be serving our City of Spokane community in this way.

## **B.2. What makes your organization the most qualified for selection?**

Raze is the most qualified for selection because we not only meet all of the eligibility requirements, but we are the most ideal candidate to achieve the goals of the funding, which is to expand services of nontraditional childcare hours and to do it with skills, expertise, and trust built in serving target clientele, demonstrating fiscal responsibility with extensive public and private grants and contracts, and the ability to complete the proposed project by August 31, 2025. We are braiding funding from several public and private grants and contracts, and we have staffing and procedures in place to easily manage, spend in accordance with funding restrictions, invoice, process reimbursement, complete construction, and report on the completed project.

Furthermore, beyond our technical capacity to manage the award, our organization is also best-suited for the grant because of our mission to support families with unmet needs, who are historically marginalized, and who face barriers to high-quality childcare, especially during nontraditional hours. Raze’s programming and operations are built to make early childcare accessible to more families who face barriers. We have designed the program with extended nontraditional hours to ensure that more families have access to high-quality childcare. Our renovation includes constructing space for 40 evening slots, and we will provide beds for extended care as needed. We are already connected to and engaging families who have been disproportionately impacted and who would benefit most from this funding.

In Spokane, the statistics are daunting:

- 31% of babies are born to a mother with a high school degree or less;
- 35% of single mothers are living in poverty, impacting 8,208 households (Women Helping Women Fund’s State of Women and Children Report [WHWF], 2020);
- Families of color and people with less education earn lower incomes;
- More than half of the people living in poverty are single-women families;
- \$2,410 is the average monthly cost of childcare for one infant and one preschooler (My.SpokaneCity.org, 2022); and
- 55.8% of Spokane’s preschoolers are not kindergarten-ready (LaunchNW, 2024). In some City of Spokane

neighborhoods, only 10% of students enter kindergarten-ready (My.SpokaneCity.org, 2022). Among Black and Multiracial students, more than 64% do not enter kindergarten ready (LaunchNW).

#### Data on the Target Population

Kindergarten-readiness rates are reported lower in neighborhoods where there are fewer resources, less access to quality childcare, and higher rates of poverty, like the ones we target. Black children especially are facing challenges being kindergarten-ready, both locally (LaunchNW) and nationally (NOLA, 2020; Brookings, 2015). Kindergarten readiness and later academic outcomes are closely tied. The families we are targeting have high barriers to kindergarten readiness. Quality childcare is critical and can close the kindergarten readiness gap. It also has long-term benefits for the child, including increasing the child's long-term educational success, their future employment rates, and their development of positive social and emotional skills (Center for American Progress, 2016).

Unfortunately, it is largely unaffordable and inaccessible to many families in our community. Data from multiple sources highlight a severe childcare shortage in Spokane County. Existing childcare slots accommodate just around half of children under six and only 38% of those under five in Spokane County, hindering parental workforce participation and early learning, especially for families living on low incomes (WHWF, 2023). The parent survey conducted for Commerce's Washington Child Care Industry Assessment found that a quarter of families also need care outside of standard child care center hours, including in the evenings. Raze will be meeting all of these needs, including providing high-quality, affordable, subsidized childcare and providing extended evening childcare.

Childcare costs have risen locally, disproportionately affecting lower-income families and single mothers who typically earn lower wages, and disproportionately impacting Black mothers, who are already statistically at an economic earning disadvantage due to the race pay gap. High-quality childcare has immediate benefits for working moms, including allowing her to remain in the workforce, resulting in better earning trajectories. We are providing a new model that is addressing these needs.

Raze will target families who have been historically marginalized to help close the above-mentioned gaps and help more disproportionately impacted students overcome the odds against them. Raze will benefit people who have been marginalized, families who come from marginalized communities, the Black Community in Spokane, families whose parents work extended hours, families who live in childcare deserts, and the program will in turn serve the general City of Spokane community and economy.

#### **B.3 What constraints, limitations or restrictions may impact the project performance?**

We do not anticipate challenges with the proposed project. We have already undergone the contractor selection process and the subcontractor selection process. We are poised to continue the project with the goals to complete the project by August 31, 2025. We have already secured commitments for \$3,419,685 of the required \$3,919,685 to complete this project. We already have a CPA who manages our grant and contract compliance, including invoicing and reimbursement, has experience managing federal funding, and is prepared to begin this work.

At this point, the only constraints are obtaining the last-in funding. If we are able to secure the requested \$500,000 funding from the City of Spokane, then we will be able to complete and report on the project in accordance with the timeline.

## C. Racial Equity and Client Engagement

**Case Id:** 44078  
**Name:** Raze Development - 2024  
**Address:** 2015 N Monroe St, Spokane, WA 99205

Completed by mandyrozco@gmail.com on 9/17/2024 6:51 PM

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### C. Racial Equity and Client Engagement

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Please provide the following information.

**The City of Spokane is committed to equitably and effectively utilizing ARPA resources to help our community bounce back as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequities and will go forward to honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequalities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships. Disproportionately under-represented, including racial and ethnic minorities, immigrants and refugees, individuals with disabilities, LGBTQ youth and adults, and people with limited English-language proficiency.**

**C.1. Describe the steps the applicant(s) have taken (or plans to take) in order to establish, develop, or to continue policies, practices, and procedures that increase racial and social equity in the following areas: training, hiring and retention, plan development, community engagement and partnerships, and other organizational work.**

All of our work is designed to increase racial and social equity. Raze is by and for the community. We have co-created Raze as a solution to marginalization. Raze is founded and led by a Black American mother and business leader in Spokane. More than 50% of our board and staff members are Black, Indigenous, or People of Color. Raze serves community members affected by poverty, racism, and inequities that intersect with them.

Families of color were disproportionately negatively impacted by the pandemic in many ways, including in economic resiliency and educationally. During the pandemic, access to childcare became critical. But closures and the rising cost of childcare negatively impacted working families who already had a difficult time accessing childcare even pre-pandemic. During the pandemic, people of color were disproportionately called to work as frontline workers. Lack of access to childcare thwarted families' ability to recover financially. Providing access to affordable childcare with wraparound supports for families facing challenges is critical to economic recovery.

This program is accessible to families who are Black, Indigenous, and People of Color, low-income, and who have been economically and educationally impacted by the pandemic. We have already established policies, practices, and procedures that increase racial and social equity in training, hiring and retention, plan development, community engagement and partnerships, and other organizational work.

#### Training

Our teachers will receive intensive, high-quality training to provide inclusive, culturally responsive teaching techniques, including skills to individualize curriculum. Our training is geared toward helping teachers face their own biases. We have differentiated trainings for teachers with different lived experiences and impacts. Our Executive Director has earned her Child Development Associates degree and her Early Childhood Education Associates degree. Our Behavioral Health team will support our team as they navigate difficulties serving infants and children on-site. Our Mental Health Counselor has her PhD and is a Licensed Mental Health Counselor Associate (LMHC-A). Our Behavioral Therapist has her Masters in

Printed By: Caleb Stanton on 10/16/2024

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Social Work (MSW) and is a Licensed Independent Clinical Social Worker (LCISW).

In addition, Raze will comply with all required DCYF trainings, which means that all teachers and care providers will receive:

- Child Care Basics
- First Aid/CPR
- Blood Borne Pathogens
- Developmental Milestones, Monitoring, and Screening
- Food Handlers Permit (if applicable)
- Safe Sleep
- 10-hour Annual In-Service Training
- Training: Enhancing Quality of Early Learning
- Mandated Reporter: Recognizing and Reporting Child Abuse and Neglect
- Serving Children and Families Experiencing Homelessness
- 30-Hour Stars
- Trauma – Compassion - Resiliency
- Head Trauma
- Emergency Disaster Preparedness
- Medication Management

We are also in conversations about adopting Right Response De-Escalation Training. This extensive list of trainings for our staff will increase social and racial equity by helping teachers be more technically and emotionally skilled at supporting students, families, and colleagues. These trainings will also help teachers identify and address disadvantages, including identifying areas of need in social determinants of health, and provide additional support or resources, which also helps increase equity.

#### Hiring & Retention

Raze is by and for community members affected by poverty, racism, and inequities that intersect with them. We recruit and elevate early learning professionals with lived experience in being BIPOC, living in poverty, and other marginalizations to ensure we are informed by people who are impacted.



Raze is built to respond to the mental health needs of staff and students. Raze adopted a mental health standard operating procedure that revolves around intellectual, social, spiritual, mental, and cultural wellness. This also addresses the high turnover of early learning staff industry-wide. By building Raze with support, competitive compensation, benefits, and professional development during paid time, we will retain more teachers.

## Plan Development

Raze develops plans in consultation with the Board and in alignment with our strategies and goals.

## Community Engagement & Partnerships

Our approach is to engage our community and families so that we can provide inclusive, culturally appropriate, and responsive teaching and care. We outreach to hire impacted community members. We listen to our community. More than 50% of our board and staff members are Black, Indigenous, or People of Color. Since Raze's inception, we have been surrounded by business and nonprofit leaders, educational institutions, parents, and public agencies who are supporting our work in various ways. We prioritize parent involvement as a critical partnership and engagement strategy.

### **C.2. Describe how the applicant's engagement and service delivery model assures access to underserved communities who are typically not able to respond to formal NOFAs. Include efforts related to service design, staffing, outreach and engagement approach, and language access.**

Raze will benefit families who come from marginalized communities, families whose parents work extended hours, families who live in childcare deserts, low-income families and Black communities in Spokane, and the greater City of Spokane community. In order to close the kindergarten readiness gap, we need more than just academics. Raze is intervening to provide a new path and a better trajectory for families and young children through whole-person education and early childhood development by offering high-quality childcare, support, and extended hours.

Raze is by and for the community, built as a nonprofit intentionally so that we don't operate based on profits, but rather we operate as a service to the community. There are inherent barriers to responding to NOFAs and funding. Some of those are communication barriers – if we are not in the circles that are getting updates we do not know about funding opportunities. In fact, we heard about this opportunity by word-of-mouth through our community partners. Many of families we are targeting are not typically able to respond to calls for applications, COVID relief funding, or other opportunities like this.

We are intentionally outreaching to communities that face barriers to high-quality childcare, including but not limited to people living in a childcare desert; people who are Black, Indigenous, and People of Color; and low-income families. We engage families through continuous feedback and listening sessions. We are staffing with well-trained staff members who are trained in many practices, including trauma-informed and harm reduction techniques, and who are equipped to support underserved families. We will provide language access and various forms of communications, including verbal communications, as needed.

Raze will serve 170 infants and children ages 0-12 and their families, and will provide 40 evening care slots with capacity to expand. The Raze model is designed to intervene in systemic disparities and bridge the divide with high-quality early learning so students can reach their full potential, and we are doing it by reserving 60% of childcare slots for families living in poverty, and 60% of slots for Black students (there will be overlap).

Raze will benefit Spokane's marginalized populations through access to early childhood education and the supports we

will provide on-site, including behavioral health programming. We will provide high-quality, affordable, and impactful early childhood development programming to families of color and low-income families who have less access to such programs, and we will make it available for extended late hours so that working parents are able to have their children cared for until 11:30pm. Raze will expand and extend hours further as needed and feasible.

The vast majority of our families we will serve are low- to moderate-income, and a significant number of our families will be single-mother-headed households. Rising costs of childcare disproportionately impacts African American mothers, who are already statistically at an economic earning disadvantage due to the racial pay gap. For all the reasons cited above and more, we will be impacting and supporting families both now and well into their futures. Raze will provide wraparound services to support mothers and their children, and we will track outcomes, including resources and referrals provided.

### Our Service Delivery Model

We designed Raze with the following components:

- We will provide extended hours care Monday-Friday 5:30am-11:30pm; we will continue to extend hours as our community requires and expresses need.
- We are thoughtfully and carefully layering supports, learning, and interventions for long-term success.
- We will have a mental health staff member who is dedicated to providing psychologically safe learning environments for both students and staff.
- We will use culturally responsive strategies, bring expertise in curriculum implementation and design, take the individual needs of the child and family into account, and take a wraparound approach.
- Curriculum will take a holistic approach to building skills.
- We are empowering families to meet their basic needs by making the hours and care availability accommodating for working parents and single-headed households.
- Raze will provide all meals and transportation.
- Raze staff will undergo intensive training around biases, systematic racism, trauma, and of course early childhood education and care.
- We will be engaging Black male role models of all ages to mentor children at the center.

These types of supports are critical, invaluable, and largely inaccessible for childcare centers. Raze is being build with this service delivery model to truly intervene and help infants and young children reach their maximum potential. The requested funding from the City of Spokane will help make this possible.

### **C.3. How will the applicant accommodate and make adjustments in response to under-represented populations and what systems are in place (or will be) to track this data?**

The immediate goal of the capital project is to finalize the building and open for operations, which will enable us to provide high-quality childcare to marginalized populations and extended childcare hours.

As mentioned above, providing high-quality childcare that is also available during extended hours is critical for families who have been marginalized. During the pandemic, when childcare and early learning centers shut down, many children did not get adequate support. Now that centers and schools have reopened, the learning gaps and earning gaps are evident and can have lifelong impact. We are working diligently as a community to close them.

Although Raze is indeed addressing academic needs of students, by taking a whole-student and whole-family approach, Raze is also addressing the need for additional support and resources, including addressing the need for behavioral health support, because children who are non-white have less access to mental health services and are more likely to receive less and inferior health services than their white non-Latino peers (Alegria, Margarita, PhD, et al., NIH, National Library of Medicine, 2011).

The ultimate goal of Raze and the ultimate impact of this funding is to expand high-quality, extended childcare to underserved community members. Raze is designed to accommodate and make adjustments based on continuous feedback, data collection, analysis, and continuous improvements. We already have the same data-collection and -tracking systems in place that we do at Little Scholars. We are working with Spokane Public Schools and plan to have kindergarten readiness numbers data-sharing so that we can continuously track our kindergarten readiness success.

One of the ways we aim to track our data is through our data sharing agreement that we are working on with our mental and behavioral health project with Spokane Public Schools. This agreement allows us to track kindergarten readiness for our students and the effectiveness of our wraparound services. We will also issue quarterly staff satisfaction surveys that will allow us to track the effectiveness of our efforts specifically around mental health supports and strategies in retaining our staff.

We are prepared to track and report to the City of Spokane on the success of the capital aspect of this project as well as on the programmatic impact that this funding allows us to achieve.

The children we are targeting who have behavioral health needs and our teachers will inevitably encounter difficulties supporting them. We will have a dedicated staff member who is a behavioral health specialist to support our team as they navigate difficulties serving infants and children on-site. We will apply the same successful approach at Raze that we do at Little Scholars through our joint behavioral health project, and we will add even more layers of support through this proposed position.

Here is one story exemplifying the engaging, supportive approach at Little Scholars, which we will also take with children at Raze who have behavioral health needs:

We served a 2-year-old who had been drug-introduced in the womb, and he was about to be discharged from Little Scholars for violent behaviors and refusing to be verbal. Instead of discharging him, we decided to take a more careful, supportive approach. Our staff listened; provided support; educated the team on his trauma and medical history; addressed our own biases, involved his grandmother (primary caretaker), and partnered with her for coordinated problem-solving; a year later, we saw the young boy use healthy problem-solving techniques while in conflict with another student by putting his hand up, and saying, "Don't touch my body." We were very impressed and encouraged to see the impact of our work right here in this way, that this child was given support, resources, and tools to be empowered and change his path.

## D. Program Overview & Evaluation

Completed by [kbower@razethenarrative.com](mailto:kbower@razethenarrative.com) on 9/19/2024 1:30 PM

Case Id: 44078

Name: Raze Development - 2024

Address: 2015 N Monroe St, Spokane, WA 99205

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### D. Program Overview & Evaluation

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Please provide the following information.

#### D.1. Briefly describe the capital project and/or the planned expansion. Include site location.

The capital project is located at 6519 N Ligerwood Street, Spokane, WA 99208. The capital project is a critical construction and renovation project for Raze that will enable Raze to open its doors to provide high-quality childcare to members of historically marginalized communities and to provide extended hours of childcare until 11:30 pm.

With this funding, we can provide individualized care for students because we will have more space, instead of teaching more children in a combined room. At the completion of construction, the facility will have 40 evening slots with beds (serving infants and children ages 12 months to 12 years old) and 130 day slots (serving infants and children ages 4 weeks to 12 years), totaling 170 childcare slots.

Raze has already acquired the land and the building. However, it is not ready for operations. We must undergo a significant capital project that will cost \$3,919,685, which includes construction requirements and prevailing wages, sitework and demolition costs, asbestos abatement, concrete, masonry, metal work, thermal and moisture protection, roofing, siding, doors, frames and hardware, windows/glazing, finishes, ceilings, plumbing, heating, fire sprinklers, painting, walls, HVAC, electrical, and construction administration and general construction expenses.

#### D.2. How will your project expand culturally appropriate childcare during nontraditional hours?

The proposed funding will enable us to open and offer expanded culturally appropriate childcare during nontraditional hours, which was our vision from the inception, because offering culturally appropriate childcare during nontraditional hours is key to supporting a complete and equitable access and growth.

Our community has a shortage of childcare available during extended hours, and as far as we are aware, we have no childcare centers doing culturally appropriate childcare that centers the Black experience and contribution. This project will help us finalize construction sooner, allow increased capacity by securing the funding to complete the entire construction rather than in part, and allow Raze to open quicker.

Again, with this funding, we can provide individualized care for students because we will have more space, instead of teaching more children in a combined room. At the completion of construction, the facility will have 40 evening slots with beds (serving infants and children ages 12 months to 12 years old) and 130 day slots (serving infants and children ages 4 weeks to 12 years), totaling 170 childcare slots.

#### D.3. Provide a measurable goal that will be used to determine the success and impact of this capital project. Specifically define outcomes of this goal and how it could be measured.

Raze will begin the next steps for construction by December 1, 2024, complete the construction of Raze by August 1, 2025, and open for operations on September 1, 2025. A successful project will result in a completed childcare center. Raze will serve 170 infants and children ages 0-12 and their families. Raze will provide 130 day slots and 40 evening care

slots with capacity to expand. The Raze model is designed to intervene in systemic disparities and bridge the divide with high-quality early learning so students can reach their full potential, and we are doing it by reserving 60% of childcare slots for families living in poverty, and 60% of slots for Black students (there will be overlap).

We will measure all of the above-listed metrics in our internal secure database, and we will report on the progress of the project in accordance with the requirements of the award. Raze will hold ourselves accountable through our kindergarten readiness numbers. We are working with the district to finalize our access to kindergarten readiness numbers for children we serve at Raze so that we can analyze and report our data.

Raze will benefit Spokane's marginalized populations, especially those living in an extreme childcare access desert, through access to early childhood education and the supports we will provide on-site, including behavioral health programming and extended hours care. We will provide high-quality, affordable, and impactful early childhood development programming to families of color and low-income families who have less access to such programs.

**D.4. Provide a detailed timeline for the capital project, has this construction started?**

We have already begun the first step of the project, which is the "General Requirements" phase. The goal is to begin step 2 by December 1, 2024, and continue with the subsequent steps and complete the construction of Raze by August 1, 2025, and open for operations on September 1, 2025. The construction will proceed in the following order:

1. General Requirements (current step) Month 1-7
2. Sitework & Demolition- Month 1-2
3. Concrete-Month 2
4. Masonry- Month 2-7
5. Metals-Month 2-3
6. Wood & Plastics-Month 2-7
7. Thermal & Moisture Protection-Month 2-7
8. Openings-Month 3-7
9. Finishes-Month 2-7
10. Specialties-Month 2-7
11. Equipment-Month 5-7
12. Furnishings-Month 5-7
13. Mechanical-Month 2-7
14. Electrical-Month 2-7
15. Plumbing-Month -1-7
16. Fire Sprinklers-Month 2-6

We have already completed our second round of comments with the City of Spokane for permitting and we are waiting to complete the permitting process, which is in step 1. General Requirements. We will begin sitework & demolition (step 2) once we have permits and will continue construction steps thereafter.

**D.5. How has your organization involved participants input into capital project and program design, evaluation, and/or decision-making.**

We have listened to the needs of the community to shape this project. Raze will work with families to bring together family members and students to build an inclusive community and empower them to participate in decisions that affect their lives.

We have held listening sessions and collaborations with other educators and nonprofit leaders to understand the City's

needs and design a solution. Through a Washington State Early Learning Facilities grant, we have completed collaborative pre-design studies and developed plans for an integrated program that responds to the need for extended hours and is focused on mental health and mentoring for teachers, children, and families

Raze continues to seek and receive feedback from the community through our website and social media. Raze also works with the district to collaborate on community needs and access kindergarten readiness numbers. Raze brings people together to build an inclusive community in Spokane, building connections and partnering with many other organizations, including Shades of Motherhood, Health and Justice Recovery Alliance, NAACP, The Learning Project, Strong Women Achieving Greatness, Jasmin and Associates, AHANA, Carl Maxey Center, Priority Spokane, Department of Commerce, NAI Black, Launch NW and many others as we also continue to leverage resources already available at Little Scholars Development Center.

## E. Staffing Plan

Completed by [kbower@razethenarrative.com](mailto:kbower@razethenarrative.com) on 9/19/2024 2:50 PM

**Case Id:** 44078

**Name:** Raze Development - 2024

**Address:** 2015 N Monroe St, Spokane, WA 99205

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## E. Staffing Plan

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Please provide the following information.

### **E.1. Do you currently have staff dedicated to managing grant funding, what is your organization's experience and what is the plan to manage this federal funding?**

Yes, Raze already has a CPA to manage our accounting. They have extensive experience managing public funding, including federal funding. Furthermore, Raze has experience managing federal funding. Our CPA will continue to monitor and manage Raze's grant funding, managing the expense tracking and invoicing for reimbursement. Our CPA will submit financial reports and receipts as required. Raze will also coordinate all required reports throughout the project period to ensure complete compliance and success. Our Executive Director will manage the administrative requirements of the grant beyond the fiscal controls and will coordinate with our CPA.

Our Executive Director has experience working with ARPA funds, state funds, and reimbursement funds. The Executive Director will manage the construction project by working closely with the contractor and finance team to ensure compliance and successful and timely completion.

### **E.2. Describe the existing staffing model for your organization.**

Our team structure is based on the existing organizational structure and internal controls, wherein the Executive Director reports to the Board of Directors, which maintains legal and fiduciary responsibility of the organization. Our CPA works with our Executive Director to maintain financial accuracy and responsibility and to ensure compliance with contracts and grants. Our Board reviews financial statements at least quarterly.

Raze is led by a Director, Assistant Director, Center Manager, and Evening Center Manager. Managers report to the Assistant Director, who reports to the Director, who reports to the Executive Director of Raze.

Raze will open up the provision of the following services: Child care, preschool, evening care, and mental and behavioral health services. Our childcare team includes lead teachers, assistant teachers, and support staff, who all report to the center manager and evening center manager. The Behavioral & Mental Health team reports directly to the Executive Director. This team is made up of two Mental Health Clinicians, a Behavioral Health Therapist, two classroom managers, and a program float. Our Mental & Behavioral Health team currently provides support through a partnership with Little Scholars will provide direct behavioral health support to Raze teachers and students and also

### **E.3. Describe the staffing model for the proposed capital project.**

The proposed capital project will be integrated into Raze's existing staffing model. The Executive Director will continue to manage the capital campaign and construction project, as she has since 2022.

The Executive Director will manage and oversee the work in the proposed project. She will work with staff and contractors to complete the action plan and deliverables according to the established timeline, with regular bi-weekly meetings and monthly reports to the Board of Directors. The general contractor will manage subcontractors, who will

report to the Executive Director.

Raze has, through its general contractor, Baker Construction, reached out to subcontractors whose staff are Black, Indigenous, and People of Color or would otherwise face barriers to employment to solicit bids for the project. As a by-and-for organization, we intentionally create a team and program that reflects the diverse community we serve. Raze provides culturally immersive, individualized curriculum and instruction that validates and affirms Black culture.

Raze will continue to work with our CPA to manage and comply with grant and contract funding. Raze's Executive Director will oversee grant agreements, work plans, and subcontracts associated with the proposed project and will ensure coordination with the City of Spokane. Our CPA understands and is skilled at contract compliance, including public funding contracts.

The proposed program would be an immense and innovative childcare program for the City of Spokane, and will achieve the goals to expand the number of youth that can access high-quality childcare during nontraditional hours in the City of Spokane by 170 slots with a minimum of 60% of those being for state subsidized students.



## F. Cost Proposal

Completed by [kbower@razethenarrative.com](mailto:kbower@razethenarrative.com) on 9/19/2024 3:00 PM

**Case Id:** 44078

**Name:** Raze Development - 2024

**Address:** 2015 N Monroe St, Spokane, WA 99205

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## F. Cost Proposal

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Please provide the following information.

Applicants will be required to complete and submit a **Detailed Budget** which outlines the budget for the capital project. The detailed budget must have an accompanying **Budget Narrative** that explains how the budget was made (method to determine costs) and what expenses are paid vs unpaid. If multiple agencies will be partnering on this proposal, provide a cost breakdown of the expenses that will be incurred by each individual agency

### F.1. How much funding are you requesting? (Max \$500,000)

\$500,000.00

### F.2.



**Detailed Budget \*Required**

Raze Construction Bid.pdf

Raze 24 City ARPA Budget.pdf

### F.3. Budget Narrative: Explain the budget, what method was used to determine costs, what expenses are paid vs unpaid?

The budget (attached) has been created based on the actual bid received (also attached). The bid was created by Raze's contractor, Baker Construction.

Baker Construction issued an RFP for the project and received bids from subcontractors. Baker Construction has completed the subcontractor selection process by selecting people with experience and who would be able to produce the best quality of work for the project within the budget. They outreached to diverse contractors in various fields.

We have not paid any costs yet because the balances are not due yet.

### F.4. Outline all other committed sources of funding, specify if funds are from state, federal, or private funding sources. Please detail any special terms/timelines for each funding source.

We acquired a building in 2023 thanks to funding from invaluable partners.

For the capital construction budget, we have secured the following commitments:

\$530,610 Avista (private; available when needed)

\$230,000 Department of Commerce Early Learning Facilities Funding (state; available for reimbursement)

\$485,000 State Budget Appropriation (state; available for reimbursement)

2,154,390 Washington Community Reinvestment Association / WELL (private/state partnership; available for draw-down)

Printed By: Caleb Stanton on 10/16/2024

17 of 25

starting October 2024))

19,685 Raze funding already in-hand from various private grant funding sources (available now)

\$3,419,685 TOTAL

The remaining \$500,000 balance is the amount of this request from the City of Spokane and will be the final and last-in funding that allows us to fully fund the construction project so that we can open our doors.

 **Funding Source Details**

Complete\_with\_Docusign\_Notice\_of\_Named\_Communi.pdf

Raze Development Inc 2022 Award Letter.pdf

S24224 Raze Development Capital Project (Spokane).pdf

WCRA LOI Raze WELL Perm.pdf

WCRA LOI Raze WELL Short-Term.pdf

WCRA LOI Raze WELL Short-Term 2.pdf

WCRA LOI Raze Capital Plus.pdf

**F.5. This grant is intended to be last-in capital dollars, if awarded will these funds be the last funds needed to complete the capital project?**

Yes.

**F.6. Does your organization have upfront funds available for this project? How many months of funding for this project do you have or anticipate having? Please note: This grant is reimbursement only funding, meaning that you will need the upfront funds to pay for services before the grant funds are paid to you. (Monthly draws are possible if proper documentation is provided.)**

Yes, Raze has upfront funds available for this project. Raze has at least eight months of funds for this project. We understand that this is a reimbursement only grant, and that Raze will have to pay the upfront costs of the capital project and then submit proof of funds spent in order to receive the funds from the City of Spokane.

## G. Risk Assessment

Completed by [kbower@razethenarrative.com](mailto:kbower@razethenarrative.com) on 9/19/2024 3:06 PM

Case Id: 44078

Name: Raze Development - 2024

Address: 2015 N Monroe St, Spokane, WA 99205

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### G. Risk Assessment

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Please provide the following information.

All Federally Funded programs are required by 2 CFR 200 to complete a pre-award risk assessment.

#### ADMINISTRATIVE

**G.1. Does your organization have experience administering federal awards within the past two years? If yes, please specify the program name, and amount of federal.**

Yes

**If yes, please specify the program name, and amount of federal.**

\$45,000 – City of Spokane Nonprofit ARPA Round 1

\$5,000 – City of Spokane Nonprofit ARPA Round 2

\$270,000 – LaunchNW (ARPA)

**G.2. Has your organization ever had a government contract/project/agreement terminated?**

No

**G.3. Has your organization had any known or suspected fraud or conflicts of interest potentially affecting federal awards?**

No

**G.4. Does your organization have or previously had a lawsuit(s) filed against them?**

No

**G.5. How many years has your organization been in operation?**

3

**G.6. Does your organization employ a CPA or someone with at least 5 years of financial recordkeeping experience? (excluding tax preparation)**

CPA Employed

#### PRIOR AUDITS AND MONITORING

**G.7. Please attach a copy of your latest financial statements, include Statement of financial position (balance sheet) and statement of activity (income statement).**



**Financial Statements \*Required**

Raze Fin Stmts FYE 2023.pdf

Raze Fin Stmts YTD 8.31.24.pdf

**G.8. Does your organization receive an independent review / audit of its financial statements?**

No

**If no, please explain.**

Raze does not have receipts that require an audit at this time. Raze will undergo the audit process when Raze's income categories meet the threshold for an audit, expected this year or next, depending on actual financial activities.

**G.9. In financial statement audits for the last two years, did the applicant:**

**G.9a. Receive an adverse opinion or a disclaimer of opinion?**

N/A

**G.9b. Have any significant deficiencies or material weaknesses in internal control over financial reporting?**

N/A

**G.10. In Single Audits of federal programs for the past two years, were there any findings?**

N/A

**G.11. Can your organization provide an example of any similar successfully completed projects? If yes write program name and very brief description.**

Yes

**If yes, write program name and very brief description.**

Yes, similarly, Raze has been entrusted with funding from NAI Black, and the Washington Department of Commerce to acquire the building for Raze. This took immense coordination across agencies and stakeholders. We are proud that Raze now officially owns the building.

The founder and Executive Director of Raze has also completed over \$400,000 in renovation projects in partnership with DCYF and the Washington Department of Commerce at Little Scholars Early Learning Center. She has taken her capacity from 24 to 120 slots all accessible to working connections our states childcare subsidy.

**G.12. Do any staff have relevant certifications or accreditations?**

Yes

**If yes name staff member and accreditation.**

Yes.

Our Executive Director (Kerra Bower) has earned her Child Development Associates certificate and her Early Childhood Education Associates degree. Furthermore, all childcare staff will be trained to provide inclusive, culturally responsive teaching techniques, including skills to individualize curriculum. To best support the children at Raze who have behavioral health needs, our teachers will undergo intensive, high-quality training (all of them). We will have a dedicated staff member at Raze who will specialize in behavioral health supports. Our Mental Health Counselor (Dr. Erma Henry) and Clinician has her PhD and is a Licensed Mental Health Counselor Associate (LMHC-A). Our Behavioral Therapist (Wendy Vasquez) has her Masters in Social Work (MSW) and is a Licensed Independent Clinical Social Worker-

Associate (LCISW-A). Our Clinical Supervisor is Dr. Shakesha Constict.

Raze will comply with all required DCYF trainings, which means that all teachers and care providers will receive:

- Child Care Basics
- First Aid/CPR
- Blood Borne Pathogens
- Developmental Milestones, Monitoring, and Screening
- Food Handlers Permit (if applicable)
- Safe Sleep
- 10-hour Annual In-Service Training
- Training: Enhancing Quality of Early Learning
- Mandated Reporter: Recognizing and Reporting Child Abuse and Neglect
- Serving Children and Families Experiencing Homelessness
- 30-Hour Stars
- Trauma – Compassion - Resiliency
- Head Trauma
- Emergency Disaster Preparedness
- Medication Management

We are also in conversations about adopting Right Response De-Escalation Training. This extensive list of trainings for our staff will increase social and racial equity by helping teachers be more technically and emotionally skilled at supporting students, families, and colleagues. These trainings will also help teachers identify and address disadvantages, including identifying areas of need in social determinants of health, and provide additional support or resources, which also helps increase equity.

## **INTERNAL CONTROLS**

**G.13. Do you have documented internal control policies and procedures?**

Yes

**If yes please provide**

**Internal Control Policies and Procedures \*Required**

**G.14. Does your organization financial management system:**

**G.14a. Track and record expenditures of program funds separately for each award?**

Yes

**G.14b. Track and record time and effort for employees?**

Yes

**G.15. Can you provide policies related to financial management, procurement, and reporting?**

Yes

**If yes, please provide**

**Financial Management Policies \*Required**

11067\_Raze Procurement Policy.pdf

11321\_Raze Conflict of Interest Policy.pdf

11322\_Raze Financial Management Policy.pdf

**G.16. Has your organization had turnover in the last 12 months in key fiscal personnel responsible for internal controls compliance and fiscal reporting?**

No

## Required Documents

Completed by mandyorozca@gmail.com on 9/17/2024 8:14 AM

Case Id: 44078

Name: Raze Development - 2024

Address: 2015 N Monroe St, Spokane, WA 99205

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## Required Documents

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Please provide the following documentation

Please download the following document and upload them below:

- [ARP-CLFRF CFDA Funding Terms and Conditions Document](#)
- [Debarment Certification Form](#)
- [W-9 Form](#)

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## Documentation

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**W-9 Form \*Required**

Raze W9 6.2024 2.pdf



**ARPA-CLFRF CFDA Funding Terms & Conditions \*Required**

ATTACHMENT A - ARP-CLFRF CFDA 21.027 FUNDING.pdf



**Debarment Suspension and FFATA Certification Form \*Required**

Debarment Certification.pdf



**City of Spokane Business License \*Required**

0017471661\_Certificate.pdf



**Proof of General Liability Insurance \*Required**

Raze Development Inc WCRA COI EOI.pdf

Mortgagee WCRA Cert Raze Development COI EOI.pdf

Policy2.pdf

**501(c)(3) Designation Letter \*if applicable**

Raze 501c3 IRS Letter.pdf



## Submit

Completed by [kbower@razethenarrative.com](mailto:kbower@razethenarrative.com) on 9/19/2024 3:06 PM

Case Id: 44078

Name: Raze Development - 2024

Address: 2015 N Monroe St, Spokane, WA 99205

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## Submit

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Once an application is submitted, it can only be "Reopened" by an Administrator.

- Acknowledgement that the organization will comply with all terms and conditions set forth in the Notice of Funding Availability, unless otherwise agreed by the Agencies.
- Acknowledgement that the firm will disclose in writing any potential conflict of interest to the City in a timely manner.
- This NOFA does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.
- The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.
- Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.
- Acknowledgement that the Organization will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies. Click [Here](#) to review the Terms and Condition.
- I certify that I am an authorized signer/governing member for my organization. I certify that I am an authorized signer/governing member for my organization.

### Signature

Kerra Bower

Electronically signed by [kbower@razethenarrative.com](mailto:kbower@razethenarrative.com) on 9/19/2024 3:06 PM



**Accounting Department**  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3304  
(509) 625-6320  
FAX (509) 625-6939

**Michelle Murray**  
**Director of Accounting and Grants**

Dear Kerra Bower,

**“Raze Development”**

The City of Spokane would like to thank you for taking the time to apply for the ARPA Childcare Center Capital Grant. After careful review we are pleased to inform you that your organization has been selected for an award.

We are pleased to award Raze Development **\$500,000.00** for the Childcare Center Capital Grant. This grant is funded by the American Rescue Plan Act (ARPA) /Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). We recognize the significant challenges posed by the COVID-19 pandemic and this grant is intended to support recovery efforts, enabling vital work within the community.

Please note that this award is contingent upon City Council approval and the completion of any required documentation to formalize the contract with your organization. Following Council approval, we will request that you sign a contract with the City of Spokane. We look forward to partnering with Raze Development on this project!

Sincerely,

Caleb Stanton

Grants Analyst, City of Spokane

accountinggrantsadmin@spokanecity.org

**Award Date: 10/16/2024**

**ATTACHMENT A– 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 overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

**CERTIFICATION**

	08/29/2024
_____ Signature, Administrator, or Applicant Agency	_____ Date
Kerra Bower, Executive Director _____ print name and title	

## **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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2024

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

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

<b>PRODUCER</b> Ethan Mendoza- Pena Insurance Agency LLC 2010 N Ruby St Spokane, WA 99207	<b>CONTACT NAME:</b> Ethan Mendoza- Pena <b>PHONE (A/C, No, Ext):</b> (509) 590-4726 <b>E-MAIL ADDRESS:</b> emendoza@farmersagent.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mount Vernon Fire Insurance Company		<b>NAIC #</b>
<b>INSURED</b> Raze Development Inc 14621 E 13th Ave Spokane Valley, WA 99037	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <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	X		CP2686433	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder is included as an additional insured.

### CERTIFICATE HOLDER

Washington Community Reinvestment Association and its successors or assigns\*  
1200 - 5th Avenue, Suite 1406, Seattle, WA 98101

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Entity name:** RAZE DEVELOPMENT

**Business name:** RAZE DEVELOPMENT

**Entity type:** Nonprofit Corporation

**UBI #:** 604-710-255

**Business ID:** 001

**Location ID:** 0001

**Location:** Active


**Location address:** 2015 N MONROE ST  
SPOKANE WA 99205-4542

**Mailing address:** 2015 N MONROE ST  
SPOKANE WA 99205-4542

**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 Nonprofit Business				Active	Feb-28-2025	Oct-06-2022

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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 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 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:** Kerra Bower 

**Title:** Executive Director

**Date:** 08/29/2024





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 10/21/2024

**Committee Agenda type:** Consent

**Date Rec'd** 9/26/2024

**Clerk's File #** OPR 2024-0973

**Cross Ref #**

**Project #** 2017081

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

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Requisition #</b>	2025 BUDGET
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<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Engineer Construction Contract		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	0370–LOW BID AWARD–FREYA UTILITY STREET IMPROVEMENTS GARLAND TO		
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**Agenda Wording**

Low Bid of Big Sky ID Corp (Hayden, ID) for Freya Utility and Street Improvements Garland to Wellesley - \$2,832,453.60. An administrative reserve of \$283,245.36, which is 10% of the contract, will be set aside. (North Hill Neighborhood Council)

**Summary (Background)**

On October 28, 2024, bids were opened for the above project. The low bid was from Big Sky ID Corp in the amount of \$2,832,453.60, which is \$1,314,639.40 or 40% below the Engineer's Estimate of \$4,147,093.00. The following top three bids were received as follows: MDM Construction Inc - 2,842,080.00, Halme Construction Inc - 2,877,985.00, Corridor Contractors - 3,046,923.52. The remaining six higher bids are on file.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 2,832,453.60
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Current Year Cost	\$
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Subsequent Year(s) Cost	\$
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**Narrative**

**Amount**

**Budget Account**

Expense	\$ 1,350,000	# 4250-98863-94340-56501-11078
Expense	\$ 1,482,453.60	# 4250-98866-94340-56501-11078
Expense	\$ 0.00	# 4250-42300-94340-56501-11078
Select	\$	#
	\$	#
	\$	#



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

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	BULLER, DAN
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

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

**Distribution List**

Contractor: Brian Dagon - brian@bigskyidaho.com	eraea@spokanecity.org
pyoung@spokanecity.org	jrhall@spokanecity.org
publicworksaccounting@spokanecity.org	tax&licenses@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
jacki@bigskyidaho.com	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	October 21, 2024
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Freya Utility Street Improvements – Garland to Wellesley
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>• Engineering Services has designed and is advertising a public works project on Freya St. from Garland to Wellesley.</li> <li>• The project includes replacement of the 98 year old 30" dia. water transmission main, a full rebuild of the street, a 10' width paved trail where the trail fronts Esmerelda golf course and sidewalk on the east side for the portion of the project to the north of the golf course.</li> <li>• This project is paid in part with a state loan and partially with a federal grant.</li> <li>• Construction is planned for 2025.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2.75M</u></p> <p style="padding-left: 20px;">Current year cost: 0</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$2.75M</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> </ul>	

- 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.

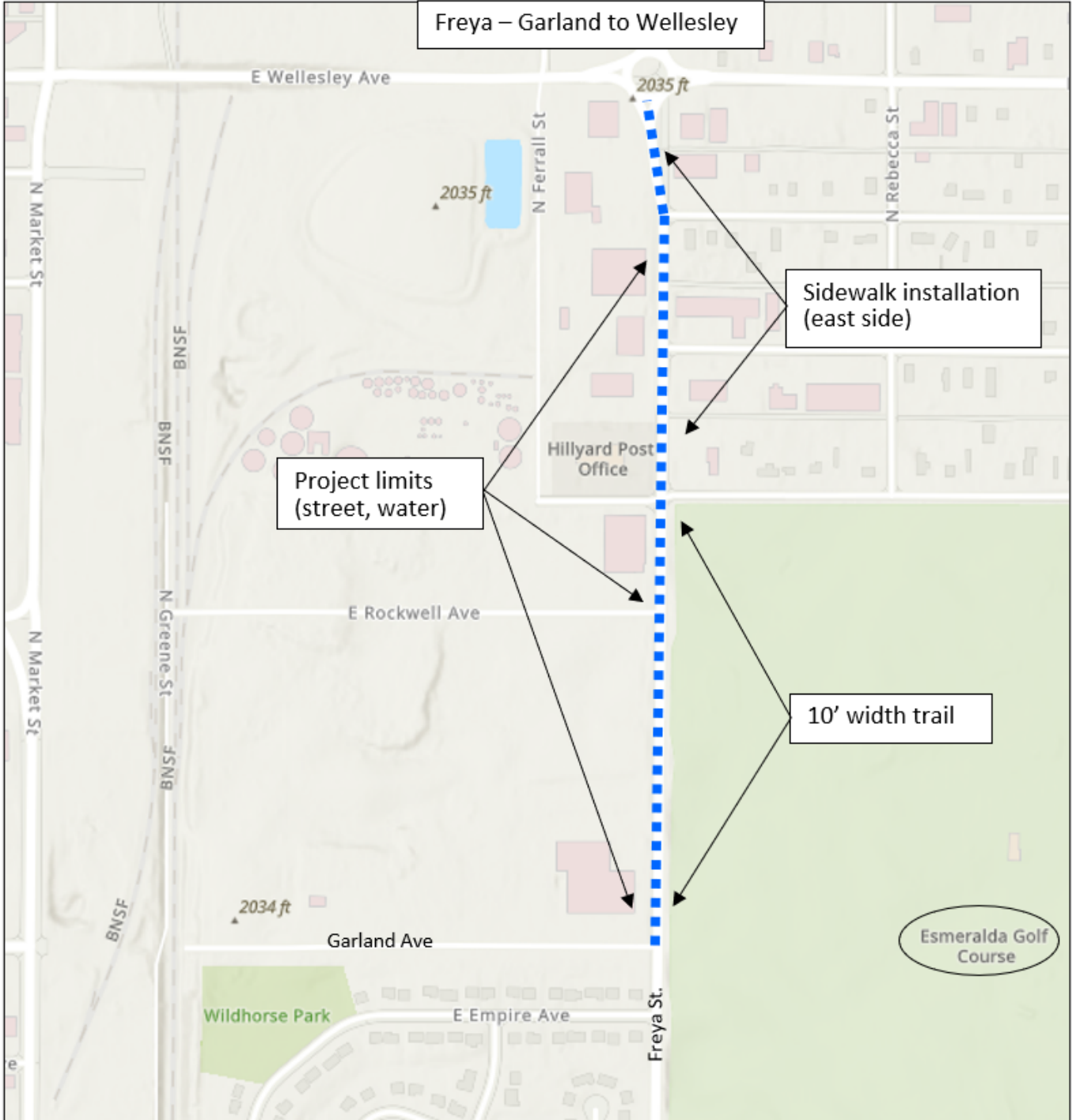
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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.

Freya – Garland to Wellesley



Project limits  
(street, water)

Sidewalk installation  
(east side)

10' width trail

Esmeralda Golf Course



**City of Spokane**  
**PUBLIC WORKS CONTRACT**  
Title: **FREYA UTILITY AND STREET IMPROVEMENTS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BIG SKY ID CORP.**, whose address is 10063 Navion Drive, Hayden, Idaho 83835 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 **FREYA UTILITY AND STREET IMPROVEMENTS – GARLAND TO WELLESLEY.**
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. 2017081 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 \$2,832,453.60, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-2 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. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is 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. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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.

**BIG SKY ID CORP.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1 and Schedule A-2

24-231

**PAYMENT BOND**

We, **BIG SKY ID CORP.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION EIGHT HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FIFTY-THREE AND 60/100 DOLLARS (\$2,832,453.60)** 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 **FREYA UTILITY AND STREET IMPROVEMENTS – GARLAND TO WELLESLEY**. 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 \_\_\_\_\_.

**BIG SKY ID CORP.,**

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, **BIG SKY ID CORP.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION EIGHT HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FIFTY-THREE AND 60/100 DOLLARS (\$2,832,453.60)** 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 **FREYA UTILITY AND STREET IMPROVEMENTS – GARLAND TO WELLESLEY**. 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 \_\_\_\_\_

**BIG SKY ID CORP.,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_            )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_



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

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

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

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

_____ 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)

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

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	ADA FEATURES SURVEYING	1.00 LS	\$ 1,809.00	\$ 1,809.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 1,206.00	\$ 1,206.00
4	POTHOLING	10.00 EA	\$ 822.00	\$ 8,220.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,354.00	\$ 5,354.00
6	MOBILIZATION	1.00 LS	\$ 76,290.00	\$ 76,290.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 29,420.00	\$ 29,420.00
8	SPECIAL SIGNS	40.00 SF	\$ 18.10	\$ 724.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1,512.00 HR	\$ 4.20	\$ 6,350.40
10	TYPE III BARRICADE	15.00 EA	\$ 122.00	\$ 1,830.00
11	WORK ZONE SAFETY CONTINGENCY	1.00 FA	\$ 5,000.00	\$ 5,000.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 33,858.00	\$ 33,858.00
13	TREE ROOT TREATMENT	5.00 EA	\$ 328.00	\$ 1,640.00
14	TREE PROTECTION ZONE	13.00 EA	\$ 179.00	\$ 2,327.00
15	REMOVE TREE, CLASS I	2.00 EA	\$ 131.00	\$ 262.00

16	REMOVE TREE, CLASS II	5.00 EA	\$	328.00	\$	1,640.00
17	REMOVE TREE, CLASS III	3.00 EA	\$	460.00	\$	1,380.00
18	TREE PRUNING	13.00 EA	\$	164.00	\$	2,132.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	4,917.00	\$	4,917.00
20	REMOVE EXISTING CURB	50.00 LF	\$	11.80	\$	590.00
21	REMOVE EXISTING CURB AND GUTTER	150.00 LF	\$	9.90	\$	1,485.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	360.00 SY	\$	13.70	\$	4,932.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	8.00 EA	\$	914.00	\$	7,312.00
24	SAWCUTTING CURB	10.00 EA	\$	65.90	\$	659.00
25	SAWCUTTING RIGID PAVEMENT	450.00 LFI	\$	3.90	\$	1,755.00
26	SAWCUTTING FLEXIBLE PAVEMENT	1,150.00 LFI	\$	3.60	\$	4,140.00
27	ROADWAY EXCAVATION INCL. HAUL	4,868.00 CY	\$	23.10	\$	112,450.80
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	61.20	\$	6,120.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	94.70	\$	9,470.00
30	GRADING AND SHAPING	1.00 LS	\$	9,505.00	\$	9,505.00
31	PREPARATION OF UNTREATED ROADWAY	9,436.00 SY	\$	1.40	\$	13,210.40
32	CRUSHED SURFACING TOP COURSE	1,090.00 CY	\$	49.90	\$	54,391.00

33	CRUSHED SURFACING BASE COURSE	750.00 CY	\$	50.90	\$	38,175.00
34	CSTC FOR SIDEWALK AND DRIVEWAYS	91.00 CY	\$	239.00	\$	21,749.00
35	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	7,404.00 SY	\$	39.80	\$	294,679.20
36	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	670.00 SY	\$	37.40	\$	25,058.00
37	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1,928.00 SY	\$	13.90	\$	26,799.20
38	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	104.00 SY	\$	38.60	\$	4,014.40
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	104.00 SY	\$	27.00	\$	2,808.00
40	SOIL RESIDUAL HERBICIDE	1,928.00 SY	\$	0.50	\$	964.00
41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
42	COMPACTION PRICE ADJUSTMENT	24,000.00 EST	\$	1.00	\$	24,000.00
43	CEMENT CONCRETE CURB WALL	290.00 LF	\$	130.00	\$	37,700.00
44	STORM SEWER PIPE 18 IN. DIA.	304.00 LF	\$	117.00	\$	35,568.00
45	MANHOLE - 48 IN.	3.00 EA	\$	4,340.00	\$	13,020.00
46	DRYWELL TYPE 1	10.00 EA	\$	3,260.00	\$	32,600.00
47	VALVE BOX AND COVER	20.00 EA	\$	712.00	\$	14,240.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	5.00 EA	\$	1,277.00	\$	6,385.00
49	MH OR DW FRAME AND COVER (STANDARD)	12.00 EA	\$	1,198.00	\$	14,376.00

50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	59.75	\$	2,987.50
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	69.40	\$	3,470.00
52	TRENCH SAFETY SYSTEM	1.00 LS	\$	579.00	\$	579.00
53	CLEANING EXISTING SANITARY SEWERS	3.00 EA	\$	785.00	\$	2,355.00
54	ESC LEAD	1.00 LS	\$	2,677.00	\$	2,677.00
55	INLET PROTECTION	6.00 EA	\$	98.00	\$	588.00
56	STREET CLEANING	95.00 HR	\$	118.00	\$	11,210.00
57	COMPOST SOCK	80.00 LF	\$	23.80	\$	1,904.00
58	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	3,600.00 SY	\$	28.40	\$	102,240.00
59	CONSTRUCT BIO-INFILTRATION SWALE	3,600.00 SY	\$	9.70	\$	34,920.00
60	CURB DROP INLET	23.00 EA	\$	90.50	\$	2,081.50
61	SWALE DRAIN PAD	23.00 EA	\$	151.00	\$	3,473.00
62	TOPSOIL TYPE A, 2 INCH THICK	1,850.00 SY	\$	4.60	\$	8,510.00
63	HYDROSEEDING	1,500.00 SY	\$	1.60	\$	2,400.00
64	SOD INSTALLATION	500.00 SY	\$	15.80	\$	7,900.00
65	1.5 INCH CALIPER DECIDUOUS TREE	17.00 EA	\$	449.00	\$	7,633.00
66	2 INCH CALIPER DECIDUOUS TREE	46.00 EA	\$	669.00	\$	30,774.00

67	ROCK MULCH TYPE 1	250.00 CY	\$	182.00	\$	45,500.00
68	ROCK MULCH TYPE 2	50.00 CY	\$	234.00	\$	11,700.00
69	4 IN. PVC IRRIGATION SLEEVE	300.00 LF	\$	9.20	\$	2,760.00
70	IRRIGATION SYSTEM	1.00 LS	\$	41,612.00	\$	41,612.00
71	LANDSCAPING	1.00 LS	\$	35,859.00	\$	35,859.00
72	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	6,568.00	\$	6,568.00
73	CEMENT CONCRETE CURB	2,658.00 LF	\$	30.30	\$	80,537.40
74	CEMENT CONCRETE CURB AND GUTTER	1,600.00 LF	\$	35.80	\$	57,280.00
75	CEMENT CONCRETE DRIVEWAY	253.00 SY	\$	84.40	\$	21,353.20
76	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	81.00 SY	\$	86.80	\$	7,030.80
77	CEMENT CONCRETE GUTTER	77.00 LF	\$	48.30	\$	3,719.10
78	CHAIN LINK FENCE - 6 FT. TALL	1,130.00 LF	\$	49.20	\$	55,596.00
79	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,031.00	\$	6,031.00
80	REFERENCE AND REESTABLISH SURVEY MONUMENT	2.00 EA	\$	844.00	\$	1,688.00
81	MONUMENT FRAME AND COVER	2.00 EA	\$	755.00	\$	1,510.00
82	CEMENT CONCRETE SIDEWALK	621.00 SY	\$	74.80	\$	46,450.80
83	RAMP DETECTABLE WARNING	132.00 SF	\$	42.20	\$	5,570.40

84	FLEXIBLE GUIDE POST	24.00 EA	\$	145.00	\$	3,480.00
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	21,711.00	\$	21,711.00
86	PAVEMENT MARKING - DURABLE HEAT APPLIED	360.00 SF	\$	18.10	\$	6,516.00
87	BOLLARDS - REMOVABLE	4.00 EA	\$	3,015.00	\$	12,060.00
88	PEDESTRIAN BARRIER FENCE	1,130.00 LF	\$	4.90	\$	5,537.00
89	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
90	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
91	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
92	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
93	INTENTIONALLY BLANK	0.00 N/A	\$	0.00	\$	0.00
<b>Schedule A-1 Subtotal</b>					\$	<u>1,708,287.10</u>

**SCHEDULE A-2**  
*Tax Classification: Sales tax shall NOT be included in unit prices*

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
94	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$ 1,160.00	\$ 3,480.00
95	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	24.00 LF	\$ 76.00	\$ 1,824.00
96	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	2,190.00 LF	\$ 8.00	\$ 17,520.00
97	MH OR DW FRAME AND COVER (LOCKABLE)	7.00 EA	\$ 1,200.00	\$ 8,400.00
98	VALVE BOX AND COVER	2.00 EA	\$ 650.00	\$ 1,300.00
99	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$ 46.00	\$ 2,300.00
100	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$ 65.00	\$ 3,250.00
101	TRENCH SAFETY SYSTEM	1.00 LS	\$ 600.00	\$ 600.00
102	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$ 5,300.00	\$ 5,300.00
103	DI PIPE FOR WATER MAIN 12 IN. DIA.	16.00 LF	\$ 875.00	\$ 14,000.00
104	DI PIPE FOR WATER MAIN 24 IN. DIA.	8.00 LF	\$ 2,500.00	\$ 20,000.00
105	DI PIPE FOR WATER MAIN 30 IN. DIA.	2,190.00 LF	\$ 435.25	\$ 953,197.50
106	BLOWOFF ASSEMBLY (Y-103)	3.00 EA	\$ 9,090.00	\$ 27,270.00
107	GATE VALVE 12 IN.	1.00 EA	\$ 5,075.00	\$ 5,075.00
108	CHECK VALVE 12 IN.	1.00 EA	\$ 3,500.00	\$ 3,500.00
109	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3.00 EA	\$ 5,900.00	\$ 17,700.00



110	HYDRANT ASSEMBLY	3.00 EA	\$	10,000.00	\$	30,000.00
111	TRENCH EXC. FOR WATER SERVICE TAP	90.00 LF	\$	105.00	\$	9,450.00
<b>Schedule A-2 Subtotal</b>					\$	<u>1,124,166.50</u>
<b>Summary of Bid Items</b>					<b>Bid Total</b>	\$ <u>2,832,453.60</u>

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

**Project Number**      **2017081**

**Project Description**      Freya Utility Street Improvements Garland to Wellesley      **Original Date**      10/28/2024 2:56:00 PM

<b>Project Number: 2017081</b>			<b>Engineer's Estimate</b>		BIG SKY ID CORP (Submitted)		MDM CONSTRUCTION INC (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

**Tax Classification**

Sales tax shall be included in unit prices										
<b>Schedule 01</b>										
1	ADA FEATURES SURVEYING	1 LS	15,000.00	15,000.00	1,809.00	\$1,809.00	1,730.00	\$1,730.00	780.00	\$780.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	1,206.00	\$1,206.00	1,155.00	\$1,155.00	3,125.00	\$3,125.00
4	POTHOLING	10 EA	1,000.00	10,000.00	822.00	\$8,220.00	352.00	\$3,520.00	618.00	\$6,180.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	5,354.00	\$5,354.00	18,740.00	\$18,740.00	3,750.00	\$3,750.00
6	MOBILIZATION	1 LS	250,000.00	250,000.00	76,290.00	\$76,290.00	240,000.00	\$240,000.00	256,293.00	\$256,293.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	110,000.00	110,000.00	29,420.00	\$29,420.00	30,000.00	\$30,000.00	20,408.00	\$20,408.00
8	SPECIAL SIGNS	40 SF	20.00	800.00	18.10	\$724.00	32.50	\$1,300.00	32.00	\$1,280.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1512 HR	10.00	15,120.00	4.20	\$6,350.40	9.80	\$14,817.60	10.00	\$15,120.00
10	TYPE III BARRICADE	15 EA	110.00	1,650.00	122.00	\$1,830.00	173.00	\$2,595.00	171.00	\$2,565.00
11	WORK ZONE SAFETY CONTINGENCY	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
12	CLEARING AND GRUBBING	1 LS	30,000.00	30,000.00	33,858.00	\$33,858.00	19,870.00	\$19,870.00	14,526.00	\$14,526.00
13	TREE ROOT TREATMENT	5 EA	850.00	4,250.00	328.00	\$1,640.00	314.00	\$1,570.00	311.00	\$1,555.00
14	TREE PROTECTION ZONE	13 EA	350.00	4,550.00	179.00	\$2,327.00	251.00	\$3,263.00	248.00	\$3,224.00
15	REMOVE TREE, CLASS I	2 EA	900.00	1,800.00	131.00	\$262.00	126.00	\$252.00	124.00	\$248.00
16	REMOVE TREE, CLASS II	5 EA	1,800.00	9,000.00	328.00	\$1,640.00	314.00	\$1,570.00	310.00	\$1,550.00
17	REMOVE TREE, CLASS III	3 EA	3,600.00	10,800.00	460.00	\$1,380.00	439.00	\$1,317.00	435.00	\$1,305.00
18	TREE PRUNING	13 EA	500.00	6,500.00	164.00	\$2,132.00	157.00	\$2,041.00	155.00	\$2,015.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	20,000.00	20,000.00	4,917.00	\$4,917.00	5,795.00	\$5,795.00	18,729.00	\$18,729.00
20	REMOVE EXISTING CURB	50 LF	15.00	750.00	11.80	\$590.00	2.40	\$120.00	31.00	\$1,550.00
21	REMOVE EXISTING CURB AND GUTTER	150 LF	15.00	2,250.00	9.90	\$1,485.00	2.40	\$360.00	31.00	\$4,650.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	360 SY	80.00	28,800.00	13.70	\$4,932.00	3.60	\$1,296.00	14.00	\$5,040.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	8 EA	1,600.00	12,800.00	914.00	\$7,312.00	411.00	\$3,288.00	1,060.00	\$8,480.00
24	SAWCUTTING CURB	10 EA	50.00	500.00	65.90	\$659.00	46.00	\$460.00	29.00	\$290.00
25	SAWCUTTING RIGID PAVEMENT	450 LFI	3.50	1,575.00	3.90	\$1,755.00	8.10	\$3,645.00	1.00	\$450.00
26	SAWCUTTING FLEXIBLE PAVEMENT	1150 LFI	1.50	1,725.00	3.60	\$4,140.00	2.40	\$2,760.00	1.00	\$1,150.00
27	ROADWAY EXCAVATION INCL. HAUL	4868 CY	40.00	194,720.00	23.10	\$112,450.80	26.50	\$129,002.00	27.00	\$131,436.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	90.00	9,000.00	61.20	\$6,120.00	37.00	\$3,700.00	56.00	\$5,600.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	110.00	11,000.00	94.70	\$9,470.00	37.50	\$3,750.00	68.00	\$6,800.00

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

<b>Project Number: 2017081</b>			<b>Engineer's Estimate</b>		<b>CORRIDOR CONTRACTORS (Submitted)</b>		<b>DW EXCAVATING INC (Submitted)</b>		<b>INLAND INFRASTRUCTURE LLC (Submitted)</b>	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Tax Classification**

<b>Schedule 01</b>		Sales tax shall be included in unit prices								
1	ADA FEATURES SURVEYING	1 LS	15,000.00	15,000.00	1,800.00	\$1,800.00	1,600.00	\$1,600.00	1,159.00	\$1,159.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	1,400.00	\$1,400.00	650.00	\$650.00	600.00	\$600.00
4	POTHOLING	10 EA	1,000.00	10,000.00	500.00	\$5,000.00	690.00	\$6,900.00	800.00	\$8,000.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	102,600.00	\$102,600.00	5,900.00	\$5,900.00	9,500.00	\$9,500.00
6	MOBILIZATION	1 LS	250,000.00	250,000.00	265,000.00	\$265,000.00	290,500.00	\$290,500.00	277,500.00	\$277,500.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	110,000.00	110,000.00	70,000.00	\$70,000.00	49,400.00	\$49,400.00	35,000.00	\$35,000.00
8	SPECIAL SIGNS	40 SF	20.00	800.00	35.00	\$1,400.00	19.60	\$784.00	30.00	\$1,200.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1512 HR	10.00	15,120.00	10.00	\$15,120.00	4.50	\$6,804.00	9.00	\$13,608.00
10	TYPE III BARRICADE	15 EA	110.00	1,650.00	177.00	\$2,655.00	79.60	\$1,194.00	165.00	\$2,475.00
11	WORK ZONE SAFETY CONTINGENCY	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
12	CLEARING AND GRUBBING	1 LS	30,000.00	30,000.00	10,300.00	\$10,300.00	4,700.00	\$4,700.00	46,000.00	\$46,000.00
13	TREE ROOT TREATMENT	5 EA	850.00	4,250.00	315.00	\$1,575.00	290.00	\$1,450.00	300.00	\$1,500.00
14	TREE PROTECTION ZONE	13 EA	350.00	4,550.00	251.00	\$3,263.00	230.00	\$2,990.00	245.00	\$3,185.00
15	REMOVE TREE, CLASS I	2 EA	900.00	1,800.00	126.00	\$252.00	115.00	\$230.00	120.00	\$240.00
16	REMOVE TREE, CLASS II	5 EA	1,800.00	9,000.00	315.00	\$1,575.00	290.00	\$1,450.00	300.00	\$1,500.00
17	REMOVE TREE, CLASS III	3 EA	3,600.00	10,800.00	440.00	\$1,320.00	400.00	\$1,200.00	425.00	\$1,275.00
18	TREE PRUNING	13 EA	500.00	6,500.00	157.00	\$2,041.00	150.00	\$1,950.00	150.00	\$1,950.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	20,000.00	20,000.00	25,000.00	\$25,000.00	6,700.00	\$6,700.00	8,500.00	\$8,500.00
20	REMOVE EXISTING CURB	50 LF	15.00	750.00	14.00	\$700.00	10.00	\$500.00	7.50	\$375.00
21	REMOVE EXISTING CURB AND GUTTER	150 LF	15.00	2,250.00	8.00	\$1,200.00	13.50	\$2,025.00	7.50	\$1,125.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	360 SY	80.00	28,800.00	20.00	\$7,200.00	19.50	\$7,020.00	20.00	\$7,200.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	8 EA	1,600.00	12,800.00	1,700.00	\$13,600.00	660.00	\$5,280.00	1,000.00	\$8,000.00
24	SAWCUTTING CURB	10 EA	50.00	500.00	125.00	\$1,250.00	32.00	\$320.00	30.00	\$300.00
25	SAWCUTTING RIGID PAVEMENT	450 LFI	3.50	1,575.00	1.00	\$450.00	0.70	\$315.00	1.00	\$450.00
26	SAWCUTTING FLEXIBLE PAVEMENT	1150 LFI	1.50	1,725.00	1.00	\$1,150.00	0.40	\$460.00	0.50	\$575.00
27	ROADWAY EXCAVATION INCL. HAUL	4868 CY	40.00	194,720.00	23.00	\$111,964.00	35.50	\$172,814.00	34.50	\$167,946.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	90.00	9,000.00	40.00	\$4,000.00	35.00	\$3,500.00	55.00	\$5,500.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	110.00	11,000.00	56.00	\$5,600.00	38.00	\$3,800.00	50.00	\$5,000.00

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

<b>Project Number: 2017081</b>			<b>Engineer's Estimate</b>		LIBERTY CONCRETE (Submitted)		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

**Tax Classification**

<b>Schedule 01</b>		Sales tax shall be included in unit prices								
1	ADA FEATURES SURVEYING	1 LS	15,000.00	15,000.00	5,236.00	\$5,236.00	4,950.00	\$4,950.00	3,500.00	\$3,500.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	1,082.00	\$1,082.00	490.00	\$490.00	1,000.00	\$1,000.00
4	POTHOLING	10 EA	1,000.00	10,000.00	644.00	\$6,440.00	830.00	\$8,300.00	700.00	\$7,000.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	4,281.00	\$4,281.00	11,250.00	\$11,250.00	8,500.00	\$8,500.00
6	MOBILIZATION	1 LS	250,000.00	250,000.00	161,731.00	\$161,731.00	406,500.00	\$406,500.00	193,000.00	\$193,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	110,000.00	110,000.00	49,447.00	\$49,447.00	92,574.50	\$92,574.50	54,709.90	\$54,709.90
8	SPECIAL SIGNS	40 SF	20.00	800.00	17.00	\$680.00	13.50	\$540.00	30.00	\$1,200.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1512 HR	10.00	15,120.00	4.00	\$6,048.00	3.30	\$4,989.60	5.25	\$7,938.00
10	TYPE III BARRICADE	15 EA	110.00	1,650.00	115.00	\$1,725.00	180.00	\$2,700.00	100.00	\$1,500.00
11	WORK ZONE SAFETY CONTINGENCY	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
12	CLEARING AND GRUBBING	1 LS	30,000.00	30,000.00	6,736.00	\$6,736.00	26,700.00	\$26,700.00	30,000.00	\$30,000.00
13	TREE ROOT TREATMENT	5 EA	850.00	4,250.00	850.00	\$4,250.00	291.00	\$1,455.00	290.00	\$1,450.00
14	TREE PROTECTION ZONE	13 EA	350.00	4,550.00	312.00	\$4,056.00	232.50	\$3,022.50	230.00	\$2,990.00
15	REMOVE TREE, CLASS I	2 EA	900.00	1,800.00	538.00	\$1,076.00	116.25	\$232.50	150.00	\$300.00
16	REMOVE TREE, CLASS II	5 EA	1,800.00	9,000.00	2,152.00	\$10,760.00	290.65	\$1,453.25	300.00	\$1,500.00
17	REMOVE TREE, CLASS III	3 EA	3,600.00	10,800.00	2,435.00	\$7,305.00	407.00	\$1,221.00	500.00	\$1,500.00
18	TREE PRUNING	13 EA	500.00	6,500.00	312.00	\$4,056.00	145.30	\$1,888.90	175.00	\$2,275.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	20,000.00	20,000.00	13,152.00	\$13,152.00	16,000.00	\$16,000.00	21,000.00	\$21,000.00
20	REMOVE EXISTING CURB	50 LF	15.00	750.00	10.00	\$500.00	16.00	\$800.00	25.00	\$1,250.00
21	REMOVE EXISTING CURB AND GUTTER	150 LF	15.00	2,250.00	10.00	\$1,500.00	13.90	\$2,085.00	25.00	\$3,750.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	360 SY	80.00	28,800.00	14.00	\$5,040.00	42.70	\$15,372.00	50.00	\$18,000.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	8 EA	1,600.00	12,800.00	845.00	\$6,760.00	2,150.00	\$17,200.00	1,900.00	\$15,200.00
24	SAWCUTTING CURB	10 EA	50.00	500.00	57.00	\$570.00	96.00	\$960.00	50.00	\$500.00
25	SAWCUTTING RIGID PAVEMENT	450 LFI	3.50	1,575.00	3.50	\$1,575.00	2.15	\$967.50	1.00	\$450.00
26	SAWCUTTING FLEXIBLE PAVEMENT	1150 LFI	1.50	1,725.00	2.00	\$2,300.00	1.00	\$1,150.00	0.50	\$575.00
27	ROADWAY EXCAVATION INCL. HAUL	4868 CY	40.00	194,720.00	33.00	\$160,644.00	29.00	\$141,172.00	22.00	\$107,096.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	90.00	9,000.00	29.00	\$2,900.00	69.50	\$6,950.00	53.00	\$5,300.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	110.00	11,000.00	28.00	\$2,800.00	90.75	\$9,075.00	103.00	\$10,300.00

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

<b>Project Number: 2017081</b>			<b>Engineer's Estimate</b>		CAMERON REILLY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

**Tax Classification**

**Schedule 01**

Sales tax shall be included in unit prices

Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
1	ADA FEATURES SURVEYING	1 LS	15,000.00	15,000.00	2,000.00	\$2,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	650.00	\$650.00
4	POTHOLING	10 EA	1,000.00	10,000.00	650.00	\$6,500.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	10,000.00	\$10,000.00
6	MOBILIZATION	1 LS	250,000.00	250,000.00	350,000.00	\$350,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	110,000.00	110,000.00	45,000.00	\$45,000.00
8	SPECIAL SIGNS	40 SF	20.00	800.00	25.00	\$1,000.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1512 HR	10.00	15,120.00	6.75	\$10,206.00
10	TYPE III BARRICADE	15 EA	110.00	1,650.00	125.00	\$1,875.00
11	WORK ZONE SAFETY CONTINGENCY	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00
12	CLEARING AND GRUBBING	1 LS	30,000.00	30,000.00	25,000.00	\$25,000.00
13	TREE ROOT TREATMENT	5 EA	850.00	4,250.00	356.33	\$1,781.65
14	TREE PROTECTION ZONE	13 EA	350.00	4,550.00	285.01	\$3,705.13
15	REMOVE TREE, CLASS I	2 EA	900.00	1,800.00	142.50	\$285.00
16	REMOVE TREE, CLASS II	5 EA	1,800.00	9,000.00	356.26	\$1,781.30
17	REMOVE TREE, CLASS III	3 EA	3,600.00	10,800.00	498.76	\$1,496.28
18	TREE PRUNING	13 EA	500.00	6,500.00	178.14	\$2,315.82
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	20,000.00	20,000.00	15,000.00	\$15,000.00
20	REMOVE EXISTING CURB	50 LF	15.00	750.00	13.00	\$650.00
21	REMOVE EXISTING CURB AND GUTTER	150 LF	15.00	2,250.00	10.00	\$1,500.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	360 SY	80.00	28,800.00	39.00	\$14,040.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	8 EA	1,600.00	12,800.00	2,000.00	\$16,000.00
24	SAWCUTTING CURB	10 EA	50.00	500.00	35.00	\$350.00
25	SAWCUTTING RIGID PAVEMENT	450 LFI	3.50	1,575.00	1.50	\$675.00
26	SAWCUTTING FLEXIBLE PAVEMENT	1150 LFI	1.50	1,725.00	1.25	\$1,437.50
27	ROADWAY EXCAVATION INCL. HAUL	4868 CY	40.00	194,720.00	40.00	\$194,720.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	90.00	9,000.00	65.00	\$6,500.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	110.00	11,000.00	85.00	\$8,500.00

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

<i>Project Number: 2017081</i>			<i>Engineer's Estimate</i>		BIG SKY ID CORP (Submitted)		MDM CONSTRUCTION INC (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>	<i>Unit Price</i>	<i>Amount</i>
30	GRADING AND SHAPING	1 LS	8,000.00	8,000.00	9,505.00	\$9,505.00	26,630.00	\$26,630.00	11,161.00	\$11,161.00
31	PREPARATION OF UNTREATED ROADWAY	9436 SY	4.00	37,744.00	1.40	\$13,210.40	3.70	\$34,913.20	3.00	\$28,308.00
32	CRUSHED SURFACING TOP COURSE	1090 CY	96.00	104,640.00	49.90	\$54,391.00	67.50	\$73,575.00	79.00	\$86,110.00
33	CRUSHED SURFACING BASE COURSE	750 CY	82.00	61,500.00	50.90	\$38,175.00	67.50	\$50,625.00	83.00	\$62,250.00
34	CSTC FOR SIDEWALK AND DRIVEWAYS	91 CY	500.00	45,500.00	239.00	\$21,749.00	160.00	\$14,560.00	146.00	\$13,286.00
35	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	7404 SY	55.00	407,220.00	39.80	\$294,679.20	38.00	\$281,352.00	38.00	\$281,352.00
36	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	670 SY	30.00	20,100.00	37.40	\$25,058.00	35.50	\$23,785.00	35.00	\$23,450.00
37	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1928 SY	18.00	34,704.00	13.90	\$26,799.20	13.50	\$26,028.00	13.00	\$25,064.00
38	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	104 SY	78.00	8,112.00	38.60	\$4,014.40	37.00	\$3,848.00	36.00	\$3,744.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	104 SY	50.00	5,200.00	27.00	\$2,808.00	13.00	\$1,352.00	69.00	\$7,176.00
40	SOIL RESIDUAL HERBICIDE	1928 SY	0.50	964.00	0.50	\$964.00	0.45	\$867.60	0.00	\$0.00
41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
42	COMPACTION PRICE ADJUSTMENT	24000 EST	1.00	24,000.00	1.00	\$24,000.00	1.00	\$24,000.00	1.00	\$24,000.00
43	CEMENT CONCRETE CURB WALL	290 LF	200.00	58,000.00	130.00	\$37,700.00	138.00	\$40,020.00	169.00	\$49,010.00
44	STORM SEWER PIPE 18 IN. DIA.	304 LF	120.00	36,480.00	117.00	\$35,568.00	108.00	\$32,832.00	84.00	\$25,536.00
45	MANHOLE - 48 IN.	3 EA	6,000.00	18,000.00	4,340.00	\$13,020.00	3,705.00	\$11,115.00	3,787.00	\$11,361.00
46	DRYWELL TYPE 1	10 EA	6,000.00	60,000.00	3,260.00	\$32,600.00	5,445.00	\$54,450.00	4,530.00	\$45,300.00
47	VALVE BOX AND COVER	20 EA	900.00	18,000.00	712.00	\$14,240.00	420.00	\$8,400.00	440.00	\$8,800.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	5 EA	1,400.00	7,000.00	1,277.00	\$6,385.00	588.00	\$2,940.00	926.00	\$4,630.00
49	MH OR DW FRAME AND COVER (STANDARD)	12 EA	1,300.00	15,600.00	1,198.00	\$14,376.00	519.00	\$6,228.00	857.00	\$10,284.00
50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	120.00	6,000.00	59.75	\$2,987.50	37.00	\$1,850.00	73.00	\$3,650.00
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	150.00	7,500.00	69.40	\$3,470.00	37.50	\$1,875.00	82.00	\$4,100.00
52	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	579.00	\$579.00	3,000.00	\$3,000.00	3,125.00	\$3,125.00
53	CLEANING EXISTING SANITARY SEWERS	3 EA	600.00	1,800.00	785.00	\$2,355.00	378.00	\$1,134.00	855.00	\$2,565.00
54	ESC LEAD	1 LS	3,500.00	3,500.00	2,677.00	\$2,677.00	5,175.00	\$5,175.00	3,125.00	\$3,125.00
55	INLET PROTECTION	6 EA	200.00	1,200.00	98.00	\$588.00	68.50	\$411.00	218.00	\$1,308.00
56	STREET CLEANING	95 HR	260.00	24,700.00	118.00	\$11,210.00	225.00	\$21,375.00	285.00	\$27,075.00
57	COMPOST SOCK	80 LF	15.00	1,200.00	23.80	\$1,904.00	10.00	\$800.00	30.00	\$2,400.00
58	TOPSOIL FOR BIO- INFILTRATION SWALES, 12 INCH THICK INCL. SE	3600 SY	45.00	162,000.00	28.40	\$102,240.00	22.00	\$79,200.00	27.00	\$97,200.00
59	CONSTRUCT BIO- INFILTRATION SWALE	3600 SY	10.00	36,000.00	9.70	\$34,920.00	1.50	\$5,400.00	8.00	\$28,800.00
60	CURB DROP INLET	23 EA	450.00	10,350.00	90.50	\$2,081.50	115.00	\$2,645.00	123.00	\$2,829.00

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

<i>Project Number: 2017081</i>			<i>Engineer's Estimate</i>		CORRIDOR CONTRACTORS (Submitted)		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
30	GRADING AND SHAPING	1 LS	8,000.00	8,000.00	24,000.00	\$24,000.00	21,800.00	\$21,800.00	36,500.00	\$36,500.00
31	PREPARATION OF UNTREATED ROADWAY	9436 SY	4.00	37,744.00	2.67	\$25,194.12	4.50	\$42,462.00	3.50	\$33,026.00
32	CRUSHED SURFACING TOP COURSE	1090 CY	96.00	104,640.00	61.00	\$66,490.00	74.00	\$80,660.00	95.00	\$103,550.00
33	CRUSHED SURFACING BASE COURSE	750 CY	82.00	61,500.00	58.00	\$43,500.00	63.00	\$47,250.00	80.00	\$60,000.00
34	CSTC FOR SIDEWALK AND DRIVEWAYS	91 CY	500.00	45,500.00	190.00	\$17,290.00	140.00	\$12,740.00	225.00	\$20,475.00
35	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	7404 SY	55.00	407,220.00	35.00	\$259,140.00	35.00	\$259,140.00	33.00	\$244,332.00
36	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	670 SY	30.00	20,100.00	33.00	\$22,110.00	33.00	\$22,110.00	31.00	\$20,770.00
37	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1928 SY	18.00	34,704.00	12.10	\$23,328.80	12.00	\$23,136.00	11.50	\$22,172.00
38	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	104 SY	78.00	8,112.00	34.00	\$3,536.00	34.00	\$3,536.00	32.00	\$3,328.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	104 SY	50.00	5,200.00	34.00	\$3,536.00	43.00	\$4,472.00	55.00	\$5,720.00
40	SOIL RESIDUAL HERBICIDE	1928 SY	0.50	964.00	0.45	\$867.60	0.50	\$964.00	0.50	\$964.00
41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
42	COMPACTION PRICE ADJUSTMENT	24000 EST	1.00	24,000.00	1.00	\$24,000.00	1.00	\$24,000.00	1.00	\$24,000.00
43	CEMENT CONCRETE CURB WALL	290 LF	200.00	58,000.00	145.00	\$42,050.00	120.00	\$34,800.00	118.00	\$34,220.00
44	STORM SEWER PIPE 18 IN. DIA.	304 LF	120.00	36,480.00	104.00	\$31,616.00	120.00	\$36,480.00	101.00	\$30,704.00
45	MANHOLE - 48 IN.	3 EA	6,000.00	18,000.00	5,230.00	\$15,690.00	4,800.00	\$14,400.00	5,500.00	\$16,500.00
46	DRYWELL TYPE 1	10 EA	6,000.00	60,000.00	4,550.00	\$45,500.00	4,060.00	\$40,600.00	5,725.00	\$57,250.00
47	VALVE BOX AND COVER	20 EA	900.00	18,000.00	564.00	\$11,280.00	740.00	\$14,800.00	630.00	\$12,600.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	5 EA	1,400.00	7,000.00	897.00	\$4,485.00	1,500.00	\$7,500.00	1,415.00	\$7,075.00
49	MH OR DW FRAME AND COVER (STANDARD)	12 EA	1,300.00	15,600.00	767.00	\$9,204.00	1,400.00	\$16,800.00	1,375.00	\$16,500.00
50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	120.00	6,000.00	41.00	\$2,050.00	107.00	\$5,350.00	55.00	\$2,750.00
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	150.00	7,500.00	69.00	\$3,450.00	58.00	\$2,900.00	50.00	\$2,500.00
52	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	9,350.00	\$9,350.00	630.00	\$630.00	5,650.00	\$5,650.00
53	CLEANING EXISTING SANITARY SEWERS	3 EA	600.00	1,800.00	1,250.00	\$3,750.00	1,050.00	\$3,150.00	250.00	\$750.00
54	ESC LEAD	1 LS	3,500.00	3,500.00	3,500.00	\$3,500.00	1,930.00	\$1,930.00	26,000.00	\$26,000.00
55	INLET PROTECTION	6 EA	200.00	1,200.00	145.00	\$870.00	103.00	\$618.00	100.00	\$600.00
56	STREET CLEANING	95 HR	260.00	24,700.00	220.00	\$20,900.00	270.00	\$25,650.00	315.00	\$29,925.00
57	COMPOST SOCK	80 LF	15.00	1,200.00	17.00	\$1,360.00	13.00	\$1,040.00	16.00	\$1,280.00
58	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	3600 SY	45.00	162,000.00	26.00	\$93,600.00	25.00	\$90,000.00	25.00	\$90,000.00
59	CONSTRUCT BIO-INFILTRATION SWALE	3600 SY	10.00	36,000.00	7.70	\$27,720.00	4.25	\$15,300.00	13.00	\$46,800.00
60	CURB DROP INLET	23 EA	450.00	10,350.00	318.00	\$7,314.00	460.00	\$10,580.00	225.00	\$5,175.00



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

<i>Project Number: 2017081</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING 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>
30	GRADING AND SHAPING	1 LS	8,000.00	8,000.00	7,724.00	\$7,724.00	60,000.00	\$60,000.00	22,000.00	\$22,000.00
31	PREPARATION OF UNTREATED ROADWAY	9436 SY	4.00	37,744.00	2.50	\$23,590.00	2.20	\$20,759.20	2.30	\$21,702.80
32	CRUSHED SURFACING TOP COURSE	1090 CY	96.00	104,640.00	77.00	\$83,930.00	90.70	\$98,863.00	87.00	\$94,830.00
33	CRUSHED SURFACING BASE COURSE	750 CY	82.00	61,500.00	65.00	\$48,750.00	63.50	\$47,625.00	73.00	\$54,750.00
34	CSTC FOR SIDEWALK AND DRIVEWAYS	91 CY	500.00	45,500.00	88.00	\$8,008.00	243.15	\$22,126.65	270.00	\$24,570.00
35	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	7404 SY	55.00	407,220.00	37.00	\$273,948.00	33.15	\$245,442.60	33.00	\$244,332.00
36	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	670 SY	30.00	20,100.00	35.00	\$23,450.00	32.60	\$21,842.00	31.00	\$20,770.00
37	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1928 SY	18.00	34,704.00	13.00	\$25,064.00	15.45	\$29,787.60	11.50	\$22,172.00
38	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	104 SY	78.00	8,112.00	36.00	\$3,744.00	24.00	\$2,496.00	32.00	\$3,328.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	104 SY	50.00	5,200.00	43.00	\$4,472.00	12.95	\$1,346.80	44.00	\$4,576.00
40	SOIL RESIDUAL HERBICIDE	1928 SY	0.50	964.00	0.45	\$867.60	1.00	\$1,928.00	0.40	\$771.20
41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
42	COMPACTION PRICE ADJUSTMENT	24000 EST	1.00	24,000.00	1.00	\$24,000.00	1.00	\$24,000.00	1.00	\$24,000.00
43	CEMENT CONCRETE CURB WALL	290 LF	200.00	58,000.00	135.00	\$39,150.00	128.60	\$37,294.00	107.00	\$31,030.00
44	STORM SEWER PIPE 18 IN. DIA.	304 LF	120.00	36,480.00	108.00	\$32,832.00	149.50	\$45,448.00	108.00	\$32,832.00
45	MANHOLE - 48 IN.	3 EA	6,000.00	18,000.00	5,464.00	\$16,392.00	4,300.00	\$12,900.00	10,000.00	\$30,000.00
46	DRYWELL TYPE 1	10 EA	6,000.00	60,000.00	4,736.00	\$47,360.00	6,400.00	\$64,000.00	7,350.00	\$73,500.00
47	VALVE BOX AND COVER	20 EA	900.00	18,000.00	1,032.00	\$20,640.00	694.00	\$13,880.00	1,350.00	\$27,000.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	5 EA	1,400.00	7,000.00	1,857.00	\$9,285.00	960.00	\$4,800.00	1,750.00	\$8,750.00
49	MH OR DW FRAME AND COVER (STANDARD)	12 EA	1,300.00	15,600.00	1,773.00	\$21,276.00	534.00	\$6,408.00	1,550.00	\$18,600.00
50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	120.00	6,000.00	35.00	\$1,750.00	69.40	\$3,470.00	50.00	\$2,500.00
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	150.00	7,500.00	38.00	\$1,900.00	90.75	\$4,537.50	115.00	\$5,750.00
52	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	1,126.00	\$1,126.00	5,400.00	\$5,400.00	3,210.00	\$3,210.00
53	CLEANING EXISTING SANITARY SEWERS	3 EA	600.00	1,800.00	850.00	\$2,550.00	1,100.00	\$3,300.00	300.00	\$900.00
54	ESC LEAD	1 LS	3,500.00	3,500.00	2,569.00	\$2,569.00	2,700.00	\$2,700.00	2,000.00	\$2,000.00
55	INLET PROTECTION	6 EA	200.00	1,200.00	262.00	\$1,572.00	215.00	\$1,290.00	100.00	\$600.00
56	STREET CLEANING	95 HR	260.00	24,700.00	266.00	\$25,270.00	240.00	\$22,800.00	290.00	\$27,550.00
57	COMPOST SOCK	80 LF	15.00	1,200.00	7.00	\$560.00	32.00	\$2,560.00	30.00	\$2,400.00
58	TOPSOIL FOR BIO- INFILTRATION SWALES, 12 INCH THICK INCL. SE	3600 SY	45.00	162,000.00	30.00	\$108,000.00	25.00	\$90,000.00	24.75	\$89,100.00
59	CONSTRUCT BIO- INFILTRATION SWALE	3600 SY	10.00	36,000.00	3.00	\$10,800.00	7.00	\$25,200.00	9.75	\$35,100.00
60	CURB DROP INLET	23 EA	450.00	10,350.00	115.00	\$2,645.00	86.50	\$1,989.50	78.75	\$1,811.25



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

<i>Project Number: 2017081</i>			<i>Engineer's Estimate</i>		CAMERON REILLY (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>
30	GRADING AND SHAPING	1 LS	8,000.00	8,000.00	20,000.00	\$20,000.00
31	PREPARATION OF UNTREATED ROADWAY	9436 SY	4.00	37,744.00	3.00	\$28,308.00
32	CRUSHED SURFACING TOP COURSE	1090 CY	96.00	104,640.00	90.00	\$98,100.00
33	CRUSHED SURFACING BASE COURSE	750 CY	82.00	61,500.00	75.00	\$56,250.00
34	CSTC FOR SIDEWALK AND DRIVEWAYS	91 CY	500.00	45,500.00	145.00	\$13,195.00
35	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	7404 SY	55.00	407,220.00	43.18	\$319,704.72
36	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	670 SY	30.00	20,100.00	40.57	\$27,181.90
37	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1928 SY	18.00	34,704.00	15.05	\$29,016.40
38	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	104 SY	78.00	8,112.00	41.87	\$4,354.48
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	104 SY	50.00	5,200.00	40.00	\$4,160.00
40	SOIL RESIDUAL HERBICIDE	1928 SY	0.50	964.00	0.52	\$1,002.56
41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)
42	COMPACTION PRICE ADJUSTMENT	24000 EST	1.00	24,000.00	1.00	\$24,000.00
43	CEMENT CONCRETE CURB WALL	290 LF	200.00	58,000.00	120.00	\$34,800.00
44	STORM SEWER PIPE 18 IN. DIA.	304 LF	120.00	36,480.00	135.00	\$41,040.00
45	MANHOLE - 48 IN.	3 EA	6,000.00	18,000.00	4,500.00	\$13,500.00
46	DRYWELL TYPE 1	10 EA	6,000.00	60,000.00	6,200.00	\$62,000.00
47	VALVE BOX AND COVER	20 EA	900.00	18,000.00	650.00	\$13,000.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	5 EA	1,400.00	7,000.00	750.00	\$3,750.00
49	MH OR DW FRAME AND COVER (STANDARD)	12 EA	1,300.00	15,600.00	650.00	\$7,800.00
50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	120.00	6,000.00	65.00	\$3,250.00
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	150.00	7,500.00	85.00	\$4,250.00
52	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	5,000.00	\$5,000.00
53	CLEANING EXISTING SANITARY SEWERS	3 EA	600.00	1,800.00	1,000.00	\$3,000.00
54	ESC LEAD	1 LS	3,500.00	3,500.00	4,500.00	\$4,500.00
55	INLET PROTECTION	6 EA	200.00	1,200.00	175.00	\$1,050.00
56	STREET CLEANING	95 HR	260.00	24,700.00	100.00	\$9,500.00
57	COMPOST SOCK	80 LF	15.00	1,200.00	30.00	\$2,400.00
58	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	3600 SY	45.00	162,000.00	30.79	\$110,844.00
59	CONSTRUCT BIO-INFILTRATION SWALE	3600 SY	10.00	36,000.00	7.25	\$26,100.00
60	CURB DROP INLET	23 EA	450.00	10,350.00	300.00	\$6,900.00

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

<i>Project Number: 2017081</i>			<i>Engineer's Estimate</i>		BIG SKY ID CORP (Submitted)		MDM CONSTRUCTION INC (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>	<i>Unit Price</i>	<i>Amount</i>
61	SWALE DRAIN PAD	23 EA	400.00	9,200.00	151.00	\$3,473.00	177.00	\$4,071.00	150.00	\$3,450.00
62	TOPSOIL TYPE A, 2 INCH THICK	1850 SY	30.00	55,500.00	4.60	\$8,510.00	3.10	\$5,735.00	4.00	\$7,400.00
63	HYDROSEEDING	1500 SY	9.00	13,500.00	1.60	\$2,400.00	2.50	\$3,750.00	2.00	\$3,000.00
64	SOD INSTALLATION	500 SY	45.00	22,500.00	15.80	\$7,900.00	15.00	\$7,500.00	15.00	\$7,500.00
65	1.5 INCH CALIPER DECIDUOUS TREE	17 EA	500.00	8,500.00	449.00	\$7,633.00	429.00	\$7,293.00	425.00	\$7,225.00
66	2 INCH CALIPER DECIDUOUS TREE	46 EA	650.00	29,900.00	669.00	\$30,774.00	627.00	\$28,842.00	632.00	\$29,072.00
67	ROCK MULCH TYPE 1	250 CY	130.00	32,500.00	182.00	\$45,500.00	174.00	\$43,500.00	172.00	\$43,000.00
68	ROCK MULCH TYPE 2	50 CY	130.00	6,500.00	234.00	\$11,700.00	223.00	\$11,150.00	221.00	\$11,050.00
69	4 IN. PVC IRRIGATION SLEEVE	300 LF	25.00	7,500.00	9.20	\$2,760.00	7.00	\$2,100.00	9.00	\$2,700.00
70	IRRIGATION SYSTEM	1 LS	45,000.00	45,000.00	41,612.00	\$41,612.00	39,760.00	\$39,760.00	39,347.00	\$39,347.00
71	LANDSCAPING	1 LS	25,000.00	25,000.00	35,859.00	\$35,859.00	34,260.00	\$34,260.00	33,906.00	\$33,906.00
72	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	15,000.00	15,000.00	6,568.00	\$6,568.00	6,275.00	\$6,275.00	6,210.00	\$6,210.00
73	CEMENT CONCRETE CURB	2658 LF	48.00	127,584.00	30.30	\$80,537.40	25.50	\$67,779.00	29.00	\$77,082.00
74	CEMENT CONCRETE CURB AND GUTTER	1600 LF	54.00	86,400.00	35.80	\$57,280.00	30.50	\$48,800.00	35.00	\$56,000.00
75	CEMENT CONCRETE DRIVEWAY	253 SY	115.00	29,095.00	84.40	\$21,353.20	80.50	\$20,366.50	117.00	\$29,601.00
76	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	81 SY	120.00	9,720.00	86.80	\$7,030.80	83.00	\$6,723.00	110.00	\$8,910.00
77	CEMENT CONCRETE GUTTER	77 LF	100.00	7,700.00	48.30	\$3,719.10	46.00	\$3,542.00	61.00	\$4,697.00
78	CHAIN LINK FENCE - 6 FT. TALL	1130 LF	130.00	146,900.00	49.20	\$55,596.00	47.00	\$53,110.00	46.00	\$51,980.00
79	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	6,031.00	\$6,031.00	5,765.00	\$5,765.00	5,702.00	\$5,702.00
80	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	2,400.00	4,800.00	844.00	\$1,688.00	1,615.00	\$3,230.00	1,597.00	\$3,194.00
81	MONUMENT FRAME AND COVER	2 EA	2,500.00	5,000.00	755.00	\$1,510.00	220.00	\$440.00	818.00	\$1,636.00
82	CEMENT CONCRETE SIDEWALK	621 SY	140.00	86,940.00	74.80	\$46,450.80	71.50	\$44,401.50	75.00	\$46,575.00
83	RAMP DETECTABLE WARNING	132 SF	40.00	5,280.00	42.20	\$5,570.40	40.50	\$5,346.00	26.00	\$3,432.00
84	FLEXIBLE GUIDE POST	24 EA	120.00	2,880.00	145.00	\$3,480.00	75.00	\$1,800.00	105.00	\$2,520.00
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	22,000.00	22,000.00	21,711.00	\$21,711.00	18,290.00	\$18,290.00	24,692.00	\$24,692.00
86	PAVEMENT MARKING - DURABLE HEAT APPLIED	360 SF	18.00	6,480.00	18.10	\$6,516.00	13.50	\$4,860.00	21.00	\$7,560.00
87	BOLLARDS - REMOVABLE	4 EA	1,800.00	7,200.00	3,015.00	\$12,060.00	1,730.00	\$6,920.00	2,267.00	\$9,068.00
88	PEDESTRIAN BARRIER FENCE	1130 LF	12.00	13,560.00	4.90	\$5,537.00	2.90	\$3,277.00	6.00	\$6,780.00
89	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
90	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
91	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

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

<i>Project Number: 2017081</i>			<i>Engineer's Estimate</i>		CORRIDOR CONTRACTORS (Submitted)		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
61	SWALE DRAIN PAD	23 EA	400.00	9,200.00	232.00	\$5,336.00	132.00	\$3,036.00	280.00	\$6,440.00
62	TOPSOIL TYPE A, 2 INCH THICK	1850 SY	30.00	55,500.00	4.50	\$8,325.00	4.00	\$7,400.00	4.00	\$7,400.00
63	HYDROSEEDING	1500 SY	9.00	13,500.00	2.50	\$3,750.00	2.50	\$3,750.00	2.25	\$3,375.00
64	SOD INSTALLATION	500 SY	45.00	22,500.00	15.00	\$7,500.00	13.50	\$6,750.00	14.00	\$7,000.00
65	1.5 INCH CALIPER DECIDUOUS TREE	17 EA	500.00	8,500.00	430.00	\$7,310.00	400.00	\$6,800.00	400.00	\$6,800.00
66	2 INCH CALIPER DECIDUOUS TREE	46 EA	650.00	29,900.00	638.00	\$29,348.00	590.00	\$27,140.00	575.00	\$26,450.00
67	ROCK MULCH TYPE 1	250 CY	130.00	32,500.00	159.00	\$39,750.00	160.00	\$40,000.00	160.00	\$40,000.00
68	ROCK MULCH TYPE 2	50 CY	130.00	6,500.00	230.00	\$11,500.00	200.00	\$10,000.00	210.00	\$10,500.00
69	4 IN. PVC IRRIGATION SLEEVE	300 LF	25.00	7,500.00	9.00	\$2,700.00	8.00	\$2,400.00	8.00	\$2,400.00
70	IRRIGATION SYSTEM	1 LS	45,000.00	45,000.00	40,000.00	\$40,000.00	40,700.00	\$40,700.00	35,500.00	\$35,500.00
71	LANDSCAPING	1 LS	25,000.00	25,000.00	6,300.00	\$6,300.00	35,100.00	\$35,100.00	31,750.00	\$31,750.00
72	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	15,000.00	15,000.00	6,262.00	\$6,262.00	5,800.00	\$5,800.00	5,775.00	\$5,775.00
73	CEMENT CONCRETE CURB	2658 LF	48.00	127,584.00	20.00	\$53,160.00	35.00	\$93,030.00	27.00	\$71,766.00
74	CEMENT CONCRETE CURB AND GUTTER	1600 LF	54.00	86,400.00	29.00	\$46,400.00	48.00	\$76,800.00	32.00	\$51,200.00
75	CEMENT CONCRETE DRIVEWAY	253 SY	115.00	29,095.00	96.00	\$24,288.00	95.00	\$24,035.00	93.00	\$23,529.00
76	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	81 SY	120.00	9,720.00	101.00	\$8,181.00	96.00	\$7,776.00	95.00	\$7,695.00
77	CEMENT CONCRETE GUTTER	77 LF	100.00	7,700.00	81.00	\$6,237.00	75.00	\$5,775.00	50.00	\$3,850.00
78	CHAIN LINK FENCE - 6 FT. TALL	1130 LF	130.00	146,900.00	55.00	\$62,150.00	43.00	\$48,590.00	50.00	\$56,500.00
79	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	2,900.00	\$2,900.00	5,300.00	\$5,300.00	5,250.00	\$5,250.00
80	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	2,400.00	4,800.00	1,150.00	\$2,300.00	742.00	\$1,484.00	750.00	\$1,500.00
81	MONUMENT FRAME AND COVER	2 EA	2,500.00	5,000.00	2,300.00	\$4,600.00	730.00	\$1,460.00	725.00	\$1,450.00
82	CEMENT CONCRETE SIDEWALK	621 SY	140.00	86,940.00	91.00	\$56,511.00	66.00	\$40,986.00	84.00	\$52,164.00
83	RAMP DETECTABLE WARNING	132 SF	40.00	5,280.00	48.00	\$6,336.00	37.00	\$4,884.00	38.00	\$5,016.00
84	FLEXIBLE GUIDE POST	24 EA	120.00	2,880.00	75.00	\$1,800.00	69.00	\$1,656.00	70.00	\$1,680.00
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	22,000.00	22,000.00	19,500.00	\$19,500.00	16,800.00	\$16,800.00	17,500.00	\$17,500.00
86	PAVEMENT MARKING - DURABLE HEAT APPLIED	360 SF	18.00	6,480.00	19.00	\$6,840.00	12.00	\$4,320.00	12.50	\$4,500.00
87	BOLLARDS - REMOVABLE	4 EA	1,800.00	7,200.00	1,800.00	\$7,200.00	675.00	\$2,700.00	1,650.00	\$6,600.00
88	PEDESTRIAN BARRIER FENCE	1130 LF	12.00	13,560.00	10.00	\$11,300.00	3.70	\$4,181.00	5.50	\$6,215.00
89	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
90	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
91	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

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

<b>Project Number: 2017081</b>			<b>Engineer's Estimate</b>		<b>LIBERTY CONCRETE (Submitted)</b>		<b>INLAND ASPHALT COMPANY (Submitted)</b>		<b>SHAMROCK PAVING INC (Submitted)</b>	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
61	SWALE DRAIN PAD	23 EA	400.00	9,200.00	148.00	\$3,404.00	140.00	\$3,220.00	132.00	\$3,036.00
62	TOPSOIL TYPE A, 2 INCH THICK	1850 SY	30.00	55,500.00	7.50	\$13,875.00	4.10	\$7,585.00	4.00	\$7,400.00
63	HYDROSEEDING	1500 SY	9.00	13,500.00	1.50	\$2,250.00	2.35	\$3,525.00	2.50	\$3,750.00
64	SOD INSTALLATION	500 SY	45.00	22,500.00	12.00	\$6,000.00	14.00	\$7,000.00	13.75	\$6,875.00
65	1.5 INCH CALIPER DECIDUOUS TREE	17 EA	500.00	8,500.00	639.00	\$10,863.00	397.60	\$6,759.20	395.00	\$6,715.00
66	2 INCH CALIPER DECIDUOUS TREE	46 EA	650.00	29,900.00	937.00	\$43,102.00	591.80	\$27,222.80	585.00	\$26,910.00
67	ROCK MULCH TYPE 1	250 CY	130.00	32,500.00	136.00	\$34,000.00	162.00	\$40,500.00	160.00	\$40,000.00
68	ROCK MULCH TYPE 2	50 CY	130.00	6,500.00	174.00	\$8,700.00	207.00	\$10,350.00	204.00	\$10,200.00
69	4 IN. PVC IRRIGATION SLEEVE	300 LF	25.00	7,500.00	19.00	\$5,700.00	8.15	\$2,445.00	8.00	\$2,400.00
70	IRRIGATION SYSTEM	1 LS	45,000.00	45,000.00	62,048.00	\$62,048.00	37,000.00	\$37,000.00	37,000.00	\$37,000.00
71	LANDSCAPING	1 LS	25,000.00	25,000.00	64,477.00	\$64,477.00	31,750.00	\$31,750.00	32,000.00	\$32,000.00
72	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	15,000.00	15,000.00	23,423.00	\$23,423.00	6,000.00	\$6,000.00	6,000.00	\$6,000.00
73	CEMENT CONCRETE CURB	2658 LF	48.00	127,584.00	29.00	\$77,082.00	21.55	\$57,279.90	21.00	\$55,818.00
74	CEMENT CONCRETE CURB AND GUTTER	1600 LF	54.00	86,400.00	33.00	\$52,800.00	25.55	\$40,880.00	25.50	\$40,800.00
75	CEMENT CONCRETE DRIVEWAY	253 SY	115.00	29,095.00	102.00	\$25,806.00	74.75	\$18,911.75	73.50	\$18,595.50
76	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	81 SY	120.00	9,720.00	98.00	\$7,938.00	76.85	\$6,224.85	76.00	\$6,156.00
77	CEMENT CONCRETE GUTTER	77 LF	100.00	7,700.00	67.00	\$5,159.00	44.75	\$3,445.75	42.00	\$3,234.00
78	CHAIN LINK FENCE - 6 FT. TALL	1130 LF	130.00	146,900.00	46.00	\$51,980.00	43.50	\$49,155.00	42.80	\$48,364.00
79	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	5,664.00	\$5,664.00	700.00	\$700.00	1,350.00	\$1,350.00
80	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	2,400.00	4,800.00	793.00	\$1,586.00	500.00	\$1,000.00	2,300.00	\$4,600.00
81	MONUMENT FRAME AND COVER	2 EA	2,500.00	5,000.00	916.00	\$1,832.00	855.00	\$1,710.00	1,100.00	\$2,200.00
82	CEMENT CONCRETE SIDEWALK	621 SY	140.00	86,940.00	90.00	\$55,890.00	66.25	\$41,141.25	66.35	\$41,203.35
83	RAMP DETECTABLE WARNING	132 SF	40.00	5,280.00	38.00	\$5,016.00	37.40	\$4,936.80	38.00	\$5,016.00
84	FLEXIBLE GUIDE POST	24 EA	120.00	2,880.00	74.00	\$1,776.00	69.40	\$1,665.60	75.00	\$1,800.00
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	22,000.00	22,000.00	17,971.00	\$17,971.00	17,000.00	\$17,000.00	17,000.00	\$17,000.00
86	PAVEMENT MARKING - DURABLE HEAT APPLIED	360 SF	18.00	6,480.00	13.00	\$4,680.00	12.30	\$4,428.00	12.25	\$4,410.00
87	BOLLARDS - REMOVABLE	4 EA	1,800.00	7,200.00	1,699.00	\$6,796.00	1,600.00	\$6,400.00	1,600.00	\$6,400.00
88	PEDESTRIAN BARRIER FENCE	1130 LF	12.00	13,560.00	6.00	\$6,780.00	3.00	\$3,390.00	9.00	\$10,170.00
89	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
90	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
91	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

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

<i>Project Number: 2017081</i>			<i>Engineer's Estimate</i>		CAMERON REILLY (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>
61	SWALE DRAIN PAD	23 EA	400.00	9,200.00	175.00	\$4,025.00
62	TOPSOIL TYPE A, 2 INCH THICK	1850 SY	30.00	55,500.00	5.01	\$9,268.50
63	HYDROSEEDING	1500 SY	9.00	13,500.00	2.85	\$4,275.00
64	SOD INSTALLATION	500 SY	45.00	22,500.00	17.10	\$8,550.00
65	1.5 INCH CALIPER DECIDUOUS TREE	17 EA	500.00	8,500.00	487.44	\$8,286.48
66	2 INCH CALIPER DECIDUOUS TREE	46 EA	650.00	29,900.00	725.53	\$33,374.38
67	ROCK MULCH TYPE 1	250 CY	130.00	32,500.00	197.86	\$49,465.00
68	ROCK MULCH TYPE 2	50 CY	130.00	6,500.00	253.65	\$12,682.50
69	4 IN. PVC IRRIGATION SLEEVE	300 LF	25.00	7,500.00	9.97	\$2,991.00
70	IRRIGATION SYSTEM	1 LS	45,000.00	45,000.00	85,000.00	\$85,000.00
71	LANDSCAPING	1 LS	25,000.00	25,000.00	75,000.00	\$75,000.00
72	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	15,000.00	15,000.00	22,000.00	\$22,000.00
73	CEMENT CONCRETE CURB	2658 LF	48.00	127,584.00	17.00	\$45,186.00
74	CEMENT CONCRETE CURB AND GUTTER	1600 LF	54.00	86,400.00	25.00	\$40,000.00
75	CEMENT CONCRETE DRIVEWAY	253 SY	115.00	29,095.00	90.00	\$22,770.00
76	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	81 SY	120.00	9,720.00	100.00	\$8,100.00
77	CEMENT CONCRETE GUTTER	77 LF	100.00	7,700.00	70.00	\$5,390.00
78	CHAIN LINK FENCE - 6 FT. TALL	1130 LF	130.00	146,900.00	53.32	\$60,251.60
79	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	5,500.00	\$5,500.00
80	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	2,400.00	4,800.00	750.00	\$1,500.00
81	MONUMENT FRAME AND COVER	2 EA	2,500.00	5,000.00	1,500.00	\$3,000.00
82	CEMENT CONCRETE SIDEWALK	621 SY	140.00	86,940.00	85.00	\$52,785.00
83	RAMP DETECTABLE WARNING	132 SF	40.00	5,280.00	40.00	\$5,280.00
84	FLEXIBLE GUIDE POST	24 EA	120.00	2,880.00	85.06	\$2,041.44
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	22,000.00	22,000.00	60,000.00	\$60,000.00
86	PAVEMENT MARKING - DURABLE HEAT APPLIED	360 SF	18.00	6,480.00	21.00	\$7,560.00
87	BOLLARDS - REMOVABLE	4 EA	1,800.00	7,200.00	1,962.87	\$7,851.48
88	PEDESTRIAN BARRIER FENCE	1130 LF	12.00	13,560.00	5.00	\$5,650.00
89	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00
90	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00
91	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00

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

Project Number: 2017081			Engineer's Estimate		BIG SKY ID CORP (Submitted)		MDM CONSTRUCTION INC (Submitted)		HALME CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
92	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
93	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

**Tax Classification**

<b>Schedule 02</b>		Sales tax shall NOT be included in unit prices								
94	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	1,000.00	3,000.00	1,160.00	\$3,480.00	332.00	\$996.00	895.00	\$2,685.00
95	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	24 LF	30.00	720.00	76.00	\$1,824.00	5.90	\$141.60	12.00	\$288.00
96	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	2190 LF	75.00	164,250.00	8.00	\$17,520.00	11.50	\$25,185.00	5.00	\$10,950.00
97	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	1,400.00	9,800.00	1,200.00	\$8,400.00	570.00	\$3,990.00	926.00	\$6,482.00
98	VALVE BOX AND COVER	2 EA	900.00	1,800.00	650.00	\$1,300.00	369.00	\$738.00	301.00	\$602.00
99	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	46.00	\$2,300.00	37.50	\$1,875.00	73.00	\$3,650.00
100	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	65.00	\$3,250.00	35.50	\$1,775.00	82.00	\$4,100.00
101	TRENCH SAFETY SYSTEM	1 LS	12,000.00	12,000.00	600.00	\$600.00	3,000.00	\$3,000.00	3,125.00	\$3,125.00
102	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	12,000.00	12,000.00	5,300.00	\$5,300.00	977.00	\$977.00	6,250.00	\$6,250.00
103	DI PIPE FOR WATER MAIN 12 IN. DIA.	16 LF	180.00	2,880.00	875.00	\$14,000.00	347.00	\$5,552.00	231.00	\$3,696.00
104	DI PIPE FOR WATER MAIN 24 IN. DIA.	8 LF	400.00	3,200.00	2,500.00	\$20,000.00	1,065.00	\$8,520.00	888.00	\$7,104.00
105	DI PIPE FOR WATER MAIN 30 IN. DIA.	2190 LF	450.00	985,500.00	435.25	\$953,197.50	408.00	\$893,520.00	371.00	\$812,490.00
106	BLOWOFF ASSEMBLY (Y-103)	3 EA	10,000.00	30,000.00	9,090.00	\$27,270.00	5,640.00	\$16,920.00	6,106.00	\$18,318.00
107	GATE VALVE 12 IN.	1 EA	5,500.00	5,500.00	5,075.00	\$5,075.00	3,810.00	\$3,810.00	4,026.00	\$4,026.00
108	CHECK VALVE 12 IN.	1 EA	5,000.00	5,000.00	3,500.00	\$3,500.00	262.00	\$262.00	539.00	\$539.00
109	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3 EA	6,500.00	19,500.00	5,900.00	\$17,700.00	4,080.00	\$12,240.00	4,426.00	\$13,278.00
110	HYDRANT ASSEMBLY	3 EA	7,800.00	23,400.00	10,000.00	\$30,000.00	9,785.00	\$29,355.00	8,195.00	\$24,585.00
111	TRENCH EXC. FOR WATER SERVICE TAP	90 LF	120.00	10,800.00	105.00	\$9,450.00	11.50	\$1,035.00	27.00	\$2,430.00
<b>Bid Total</b>			<b>\$4,147,093.00</b>		<b>\$2,832,453.60</b>		<b>\$2,842,080.00</b>		<b>\$2,877,985.00</b>	

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

Project Number: 2017081			Engineer's Estimate		CORRIDOR CONTRACTORS (Submitted)		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
92	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
93	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

**Tax Classification**

<b>Schedule 02</b>		Sales tax shall NOT be included in unit prices								
94	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	1,000.00	3,000.00	1,000.00	\$3,000.00	660.00	\$1,980.00	1,000.00	\$3,000.00
95	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	24 LF	30.00	720.00	100.00	\$2,400.00	71.00	\$1,704.00	24.00	\$576.00
96	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	2190 LF	75.00	164,250.00	14.00	\$30,660.00	7.40	\$16,206.00	24.00	\$52,560.00
97	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	1,400.00	9,800.00	812.00	\$5,684.00	750.00	\$5,250.00	1,415.00	\$9,905.00
98	VALVE BOX AND COVER	2 EA	900.00	1,800.00	655.00	\$1,310.00	860.00	\$1,720.00	630.00	\$1,260.00
99	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	46.00	\$2,300.00	107.00	\$5,350.00	55.00	\$2,750.00
100	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	52.00	\$2,600.00	57.00	\$2,850.00	50.00	\$2,500.00
101	TRENCH SAFETY SYSTEM	1 LS	12,000.00	12,000.00	5,500.00	\$5,500.00	6,300.00	\$6,300.00	8,500.00	\$8,500.00
102	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	12,000.00	12,000.00	8,800.00	\$8,800.00	6,300.00	\$6,300.00	6,500.00	\$6,500.00
103	DI PIPE FOR WATER MAIN 12 IN. DIA.	16 LF	180.00	2,880.00	334.00	\$5,344.00	510.00	\$8,160.00	460.00	\$7,360.00
104	DI PIPE FOR WATER MAIN 24 IN. DIA.	8 LF	400.00	3,200.00	1,050.00	\$8,400.00	1,100.00	\$8,800.00	1,310.00	\$10,480.00
105	DI PIPE FOR WATER MAIN 30 IN. DIA.	2190 LF	450.00	985,500.00	402.00	\$880,380.00	430.00	\$941,700.00	403.00	\$882,570.00
106	BLOWOFF ASSEMBLY (Y-103)	3 EA	10,000.00	30,000.00	7,200.00	\$21,600.00	8,500.00	\$25,500.00	10,950.00	\$32,850.00
107	GATE VALVE 12 IN.	1 EA	5,500.00	5,500.00	4,400.00	\$4,400.00	4,900.00	\$4,900.00	4,100.00	\$4,100.00
108	CHECK VALVE 12 IN.	1 EA	5,000.00	5,000.00	1,200.00	\$1,200.00	3,200.00	\$3,200.00	675.00	\$675.00
109	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3 EA	6,500.00	19,500.00	9,975.00	\$29,925.00	7,000.00	\$21,000.00	5,500.00	\$16,500.00
110	HYDRANT ASSEMBLY	3 EA	7,800.00	23,400.00	10,800.00	\$32,400.00	9,000.00	\$27,000.00	8,500.00	\$25,500.00
111	TRENCH EXC. FOR WATER SERVICE TAP	90 LF	120.00	10,800.00	46.00	\$4,140.00	27.00	\$2,430.00	42.00	\$3,780.00
<b>Bid Total</b>			<b>\$4,147,093.00</b>		<b>\$3,046,923.52</b>		<b>\$3,069,237.00</b>		<b>\$3,146,950.00</b>	



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

Project Number: 2017081			Engineer's Estimate		LIBERTY CONCRETE (Submitted)		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
92	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
93	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

**Tax Classification**

<b>Schedule 02</b>		Sales tax shall NOT be included in unit prices								
94	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	1,000.00	3,000.00	845.00	\$2,535.00	1,350.00	\$4,050.00	2,100.00	\$6,300.00
95	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	24 LF	30.00	720.00	37.00	\$888.00	96.00	\$2,304.00	47.00	\$1,128.00
96	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	2190 LF	75.00	164,250.00	29.00	\$63,510.00	13.90	\$30,441.00	52.00	\$113,880.00
97	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	1,400.00	9,800.00	1,857.00	\$12,999.00	854.00	\$5,978.00	1,700.00	\$11,900.00
98	VALVE BOX AND COVER	2 EA	900.00	1,800.00	1,045.00	\$2,090.00	534.00	\$1,068.00	1,350.00	\$2,700.00
99	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	35.00	\$1,750.00	69.40	\$3,470.00	51.00	\$2,550.00
100	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	38.00	\$1,900.00	90.75	\$4,537.50	121.00	\$6,050.00
101	TRENCH SAFETY SYSTEM	1 LS	12,000.00	12,000.00	2,763.00	\$2,763.00	5,400.00	\$5,400.00	5,600.00	\$5,600.00
102	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	12,000.00	12,000.00	3,936.00	\$3,936.00	5,400.00	\$5,400.00	5,600.00	\$5,600.00
103	DI PIPE FOR WATER MAIN 12 IN. DIA.	16 LF	180.00	2,880.00	278.00	\$4,448.00	640.50	\$10,248.00	400.00	\$6,400.00
104	DI PIPE FOR WATER MAIN 24 IN. DIA.	8 LF	400.00	3,200.00	891.00	\$7,128.00	1,280.00	\$10,240.00	1,000.00	\$8,000.00
105	DI PIPE FOR WATER MAIN 30 IN. DIA.	2190 LF	450.00	985,500.00	465.10	\$1,018,569.00	475.50	\$1,041,345.00	588.00	\$1,287,720.00
106	BLOWOFF ASSEMBLY (Y-103)	3 EA	10,000.00	30,000.00	11,475.00	\$34,425.00	10,675.00	\$32,025.00	17,000.00	\$51,000.00
107	GATE VALVE 12 IN.	1 EA	5,500.00	5,500.00	5,216.00	\$5,216.00	6,950.00	\$6,950.00	9,000.00	\$9,000.00
108	CHECK VALVE 12 IN.	1 EA	5,000.00	5,000.00	5,071.00	\$5,071.00	5,340.00	\$5,340.00	5,500.00	\$5,500.00
109	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3 EA	6,500.00	19,500.00	3,913.00	\$11,739.00	5,340.00	\$16,020.00	8,500.00	\$25,500.00
110	HYDRANT ASSEMBLY	3 EA	7,800.00	23,400.00	15,960.00	\$47,880.00	10,675.00	\$32,025.00	13,000.00	\$39,000.00
111	TRENCH EXC. FOR WATER SERVICE TAP	90 LF	120.00	10,800.00	54.00	\$4,860.00	53.40	\$4,806.00	265.00	\$23,850.00
<b>Bid Total</b>			<b>\$4,147,093.00</b>		<b>\$3,189,179.60</b>		<b>\$3,372,466.00</b>		<b>\$3,498,300.00</b>	



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

<b>Project Number: 2017081</b>			<b>Engineer's Estimate</b>		CAMERON REILLY (Submitted)	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
92	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00
93	INTENTIONALLY BLANK	0 N/A	0.00	0.00	0.00	\$0.00

**Tax Classification**

<b>Schedule 02</b>		Sales tax shall NOT be included in unit prices				
94	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	1,000.00	3,000.00	1,250.00	\$3,750.00
95	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	24 LF	30.00	720.00	90.00	\$2,160.00
96	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	2190 LF	75.00	164,250.00	10.00	\$21,900.00
97	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	1,400.00	9,800.00	750.00	\$5,250.00
98	VALVE BOX AND COVER	2 EA	900.00	1,800.00	500.00	\$1,000.00
99	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	65.00	\$3,250.00
100	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	85.00	\$4,250.00
101	TRENCH SAFETY SYSTEM	1 LS	12,000.00	12,000.00	5,000.00	\$5,000.00
102	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	12,000.00	12,000.00	5,000.00	\$5,000.00
103	DI PIPE FOR WATER MAIN 12 IN. DIA.	16 LF	180.00	2,880.00	600.00	\$9,600.00
104	DI PIPE FOR WATER MAIN 24 IN. DIA.	8 LF	400.00	3,200.00	1,200.00	\$9,600.00
105	DI PIPE FOR WATER MAIN 30 IN. DIA.	2190 LF	450.00	985,500.00	447.00	\$978,930.00
106	BLOWOFF ASSEMBLY (Y-103)	3 EA	10,000.00	30,000.00	9,500.00	\$28,500.00
107	GATE VALVE 12 IN.	1 EA	5,500.00	5,500.00	7,000.00	\$7,000.00
108	CHECK VALVE 12 IN.	1 EA	5,000.00	5,000.00	5,000.00	\$5,000.00
109	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3 EA	6,500.00	19,500.00	9,000.00	\$27,000.00
110	HYDRANT ASSEMBLY	3 EA	7,800.00	23,400.00	9,500.00	\$28,500.00
111	TRENCH EXC. FOR WATER SERVICE TAP	90 LF	120.00	10,800.00	50.00	\$4,500.00
<b>Bid Total</b>			<b>\$4,147,093.00</b>		<b>\$3,503,899.12</b>	

**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	2,852,743.00	1,294,350.00	0.00	0.00	4,147,093.00
BIG SKY ID CORP (Submitted)	1,708,287.10	1,124,166.50	0.00	0.00	2,832,453.60
MDM CONSTRUCTION INC (Submitted)	1,832,188.40	1,009,891.60	0.00	0.00	2,842,080.00
HALME CONSTRUCTION INC (Submitted)	1,953,387.00	924,598.00	0.00	0.00	2,877,985.00
CORRIDOR CONTRACTORS (Submitted)	1,996,880.52	1,050,043.00	0.00	0.00	3,046,923.52
DW EXCAVATING INC(Submitted)	1,978,887.00	1,090,350.00	0.00	0.00	3,069,237.00
INLAND INFRASTRUCTURE LLC (Submitted)	2,075,584.00	1,071,366.00	0.00	0.00	3,146,950.00
LIBERTY CONCRETE (Submitted)	1,957,472.60	1,231,707.00	0.00	0.00	3,189,179.60
INLAND ASPHALT COMPANY(Submitted)	2,150,818.50	1,221,647.50	0.00	0.00	3,372,466.00
SHAMROCK PAVING INC(Submitted)	1,886,622.00	1,611,678.00	0.00	0.00	3,498,300.00
CAMERON REILLY (Submitted)	2,353,709.12	1,150,190.00	0.00	0.00	3,503,899.12

**Low Bid Contractor:** BIG SKY ID CORP

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,708,287.10	2,852,743.00	40.12 % Under Estimate
<i>Schedule 02</i>	1,124,166.50	1,294,350.00	13.15 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<b><i>Bid Totals</i></b>	<u>2,832,453.60</u>	<u>4,147,093.00</u>	<u>31.70 % Under Estimate</u>



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

- 1. The minimum amount required by the contract or agreement; or
- 2. The Limits of Insurance shown in the Declarations;

whichever is less.

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

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

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

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
<b>Bodily Injury And Property Damage Liability</b>	
• Non Owned Watercraft Up To 50 Feet.....	2
<b>Property Damage Liability</b>	
• Elevators.....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception .....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence .....	3
<b>Supplementary Payments – Amended</b>	
• Bail Bonds Up To \$5,000.....	3
• Loss of Earnings Up To \$500/Day .....	3
<b>Who Is An Insured Amendments</b>	
• Employee Bodily Injury To A Co-Employee .....	4
• Newly Formed Or Acquired Organizations For Up To 180 Days .....	4
• Blanket Additional Insured – Vendors – As Required By Contract .....	4
• Blanket Additional Insured – Lessor Of Leased Equipment .....	6
• Blanket Additional Insured – Managers Or Lessors Of Premises .....	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations .....	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises .....	8
<b>Damage To Premises Rented To You – \$300,000.....</b>	<b>9</b>
<b>Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations .....</b>	<b>9</b>
<b>Conditions</b>	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended .....	9
• Unintentional Failure To Disclose Hazards .....	9
• Waiver of Subrogation .....	10
<b>Insured Contract Amended .....</b>	<b>10</b>
<b>Personal And Advertising Injury Redefined</b>	
• Televised, Videotaped Or Electronic Publication .....	10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item 2. Exclusions, Paragraph g. is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of “mobile equipment”.

## B. Damage To Property Coverage Extensions

Item 2. Exclusions, Paragraph j. is replaced by the following:

### j. Damage To Property

“Property damage” to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

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

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for “property damage” under this provision:

- (1) \$25,000 any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”;
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or “suit”. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

The insurance provided for “property damage” from the use of elevators and for “property damage” to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## C. Damage To Premises Rented To You

Item 2. Exclusions, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.



## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

#### b. Material Published With Knowledge Of Falsity

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

#### c. Material Published Prior To Policy Period

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

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

### E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs **b.** and **d.** with the following:

**b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. **a. (1)** is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

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

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

The following are added:

**C. Blanket Additional Insured – Vendors – As Required By Contract**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (i) The exceptions contained in Subparagraphs (4) or (6); or
        - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  3. This Provision C. does not apply:
    - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
    - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
    - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
  4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

    - a. The minimum amount required by the contract or agreement; or
    - b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

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

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
- (2) Any express warranty made by the Lessor;
- (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
- (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
- (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

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

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

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

## **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
  - a. \$300,000; or
  - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

- 7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
  - a. \$10,000; or
  - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

### A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

### B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

#### 6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### D. Waiver of Subrogation

Item 8. **Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## SECTION V – DEFINITIONS AMENDMENTS

### A. Insured Contract Amended

Paragraph 9. a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

### B. Personal And Advertising Injury Redefined

Paragraph 14. d. and e. are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

**Co-Employee Lawsuit Defense Cost Reimbursement**

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage.

## **E. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

## **F. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

### **5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

## **G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage,** is amended by adding the following:

### **6. Rental Reimbursement**

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

**H. Accidental Airbag Deployment Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered “auto” for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered “auto”.

This coverage is excess over any other collectible insurance or reimbursement by manufacturer’s warranty.

**I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage,** is amended by adding the following:

**8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered “auto” described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total “loss” to a covered “auto” described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the “loss”;

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

**J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1000 limit with a \$2,500 limit.

**SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

**B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud**, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, paragraph **b.** is deleted and replaced by the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow.
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.**, the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

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



< **Business Lookup**

## License Information:

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

**Entity name:** BIG SKY ID, CORP.

**Business name:** BIG SKY DEVELOPMENT

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-933-043

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 10063 N NAVION DR  
HAYDEN ID 83835-5040

**Mailing address:** 10063 N NAVION DR  
HAYDEN ID 83835-5040



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Spokane General Business - Non-Resident</a>	T12088347BL			Active	Jun-30-2025	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>				Active	Jun-30-2025	May-02-2019

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

Governing people	Title
TRIPP, JEREMY	

The Business Lookup information is updated nightly. Search date and time:  
10/30/2024 11:26:11 AM



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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 11/04/2024**Committee Agenda type:** Discussion**Date Rec'd** 10/25/2024**Clerk's File #** ORD C36603**Cross Ref #****Project #****Council Meeting Date:** 11/11/2024**Submitting Dept** COMMUNITY, HOUSING & HUMAN**Bid #****Contact Name/Phone** MELISSA 6009**Requisition #****Contact E-Mail** MMORRISON@SPOKANECITY.ORG**Agenda Item Type** Special Budget Ordinance**Council Sponsor(s)** PDILLON BWILKERSON MCATHCART**Agenda Item Name** 1680- SBO- EHF CONTRACT- OPIOID RESPONSE FUND**Agenda Wording**

Changes are for the Opioid Response Fund to increase appropriation by \$124,350 for contractual services for street outreach and navigation services.

**Summary (Background)**

Changes are for the Opioid Response Fund to increase appropriation by \$124,350 for contractual services for street outreach and navigation services.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 124,350.00

Current Year Cost \$ 124,350.00

Subsequent Year(s) Cost \$

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

Expense \$ 124,350.00 # 1555-19100-22230-54201-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



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

**Agenda Wording**

**Summary (Background)**

**Approvals**

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

**Additional Approvals**

<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA

**Distribution List**

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## Council Briefing Paper

### Public Safety & Community Health Committee

<b>Committee Date</b>	11/4/24
<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Melissa Morrison
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmorrison@spokanecity.org">mmorrison@spokanecity.org</a> ext 6009
<b>Council Sponsor(s)</b>	Dillon, Wilkerson, Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Special Budget Ordinance – EHF Contract – Opioid Response Fund
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<b>Summary</b>  <b>What is the specific purpose or need for the budget adjustment?</b>  <b>What changes or developments have triggered this request?</b>	Amendment to Ordinance No C26467 passed November 27, 2023. Changes are for the Opioid Response Fund to increase appropriation by \$124,350 for contractual services for street outreach and navigation services.
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>124,350.00</u> Current year cost: 124,350 Subsequent year(s) cost:	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? One-time contract	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• What are the net impacts this adjustment will have on the specifically affected line items? This adjustment will add funding to spend on street outreach and navigation service in the opioid response fund</li> <li>• What operational changes will occur because of this adjustment? None – more funding needed for a contract amendment to continue operations.</li> </ul>	

- What are the potential risks or consequences of not approving the budget adjustment?  
If not approved, street outreach and navigation services could cease to exist without additional funding from the Opioid Response Fund.
- 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? Not applicable.

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

Opioid crisis is affecting all walks of life, but this adjustment could positively shift inequities if affected by the opioid crisis.

ORDINANCE NO C36603

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 Opioid Response 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 Opioid Response Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$124,350.
- 2) Of the increased appropriation, \$124,350 is provided solely for contractual services for street outreach and navigation 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 increase contractual services for street outreach and navigation services in coordination with the City of Spokane's Homeless Outreach Team, 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





## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurra@spokanecity.org">mmurra@spokanecity.org</a> 625-6320
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, & CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Engagement Navigator Awards
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>City Council approved \$3 million in ARPA funds at their March 22, 2024, meeting “Culturally appropriate behavioral health services and interventions for at risk and low income youth.” In part to carry out this objective the City of Spokane published a Notice of Funding for \$400,000 to solicit applications from cultural centers to hire an “Engagement Navigator” to create or expand services for youth.</p> <p>The City received 11 applications and is recommending awards for 2 applicants. These awards will result in a multi-year contract to fund 2 “Engagement Navigators” at \$75k a year plus \$25k a year for youth services programs.</p> <p>Contracts will be effective upon signature date and will run through December 15, 2026.</p> <p>We are recommending the awards as follows:</p> <p>Project Hope Spokane; DBA River City Youth Ops \$200,000 Feast World Kitchen \$200,000</p> <p>This Resolution authorizes the administration to move forward with preparation and execution of relevant documents and contracts necessary to finalize and implement the awards, consistent with the existing City and ARPA funding guidelines, all with out further review by City Council.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost: Up to \$200,000</p> <p>    Subsequent year(s) cost: \$200,000</p> <p><b>Narrative:</b> <u>These are one time ARPA funds allocated per Ordinance C36176 for “at risk and low income youth</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? This is a one-time program using ARPA dollars.</p>	



**Expense Occurrence**    One-time    Recurring    N/A

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

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

- What impacts would the proposal have on historically excluded communities?  
Engagement Navigators will assist at risk and low income youth in becoming engaged in services available to them.
- 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? Number of youth served
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Number of youth enrolled in programs
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is part of the Council's ARPA strategy in coordination local cultural centers

**Council Subcommittee Review**

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

N/A

## RESOLUTION NO. 2024-0106

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 March 22, 2022 the City Council adopted Ordinance C36176, thereby allocating \$3,000,000 of ARPA funding to provide culturally appropriate behavioral health services and interventions for at risk and low income youth; and

WHEREAS, there is \$400,000 remaining of this allocation; and

WHEREAS, consistent with Ordinance C36176, the City of Spokane solicited applications from cultural centers to hire an "Engagement Navigator" to create and expand service for youth, and the application period closed September 13, 2024; and

WHEREAS, the City received 11 applications in response to the solicitation, and based on the administrative review of those applications, the administration is recommending awards of \$200,000 each to two cultural centers that qualified for the funding; and

WHEREAS, federal rules relating to the use of ARPA funds require that the foregoing awards be memorialized 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 cultural centers, each award equal to \$200,000, to be used to hire an Engagement Navigator and expand youth services:

- Project Hope Spokane; DBA River City Youth Ops,
- Feast World Kitchen,

BE IT FURTHER RESOLVED, the City Council approves of the administration moving forward with each of the foregoing cultural centers 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:** Finance & Administration **Date:** 10/28/2024**Committee Agenda type:** Consent**Date Rec'd**

10/29/2024

**Clerk's File #**

RES 2024-0107

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

ACCOUNTING &amp; GRANTS

**Bid #****Contact Name/Phone**

MICHELLE 625-6320

**Requisition #****Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE BWILKERSON ZZAPPONE

**Agenda Item Name**

5600 YOUTH SPORTS AWARDS

**Agenda Wording**

City Council approved \$250,000 in ARPA funds at their June 10, 2024, meeting for provide scholarships and equipment for youth sports.

**Summary (Background)**

The City received 20 applications and is recommending awards for 5 applicants for \$ 50,000 each. Contracts will be effective upon signature date and will run through September 30, 2026. We are recommending the awards as follows: • If You Could Save Just One \$50,000 • Spokane Eastside Reunion Association \$50,000 • 90 Plus Project \$50,000 • YMCA of the Inland Northwest \$50,000 • Union Futbol \$50,000

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 250,000.00

Current Year Cost \$ up to \$250,000.00

Subsequent Year(s) Cost \$ Unspent will be carried forward

**Narrative**

These are one time ARPA funds allocated per Ordinance C36520 to provide scholarships and equipment for youth sports

**Amount****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Accounting & Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurra@spokanecity.org">mmurra@spokanecity.org</a> 625-6320
<b>Council Sponsor(s)</b>	CM Cathcart, CP Wilkerson, & CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Youth Sports Awards
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>City Council approved \$250,000 in ARPA funds at their June 10, 2024, meeting for provide scholarships and equipment for youth sports.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City received 20 applications and is recommending awards for 5 applicants for \$ 50,000 each.</p> <p>Contracts will be effective upon signature date and will run through September 30, 2026.</p> <p>We are recommending the awards as follows:</p> <ul style="list-style-type: none"> <li>• If You Could Save Just One \$50,000</li> <li>• Spokane Eastside Reunion Association \$50,000</li> <li>• 90 Plus Project \$50,000</li> <li>• YMCA of the Inland Northwest \$50,000</li> <li>• Union Futbol \$50,000</li> </ul> <p>This Resolution authorizes the administration to move forward with preparation and execution of relevant documents and contracts necessary to finalize and implement the awards, consistent with the existing City and ARPA funding guidelines, all with out further review by City Council.</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>Click or tap here to enter text.</u> Current year cost: Up to \$250,000 Subsequent year(s) cost: \$Unspent budget will be carried forward	
<b>Narrative:</b> <u>These are one time ARPA funds allocated per Ordinance C36520 to provide scholarships and equipment for youth sports</u>	
<b>Funding Source</b> <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-time program using ARPA dollars.	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	

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

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

- What impacts would the proposal have on historically excluded communities?  
Provide scholarships and equipment for youth sports to low or middle income families
- 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? Number of youth served
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Number of youth enrolled in programs
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is part of the Council's ARPA strategy in providing funding for youths sports and scholarships

**Council Subcommittee Review**

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

N/A

## **RESOLUTION NO. 2024-0107**

A resolution approving grants for youth sports 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 June 10, 2024 the City Council adopted Ordinance C36520, thereby allocating \$250,000 of ARPA funding to provide scholarships and equipment for youth sports; and

WHEREAS, consistent with Ordinance C36520, the City of Spokane solicited applications from organizations for youth sports and/or youth activity scholarships, and the application period closed September 20, 2024; and

WHEREAS, the City received 20 applications in response to the solicitation, and based on the administrative review of those applications, the administration is recommending awards of \$50,000 each to five youth sports 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 cultural centers, each award equal to \$50,000, to be used for youth sports and/or youth activity scholarships

- If You Could Save Just One
- Spokane Eastside Reunion Association
- 90 Plus Project



- YMCA of the Inland Northwest
- Union Futbol

BE IT FURTHER RESOLVED, the City Council approves of the administration moving forward with each of the foregoing cultural centers 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:

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Assistant City Attorney



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

10/29/2024

**Clerk's File #**

RES 2024-0108

**Cross Ref #**

**Project #**

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

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

ADAM 6779

**Requisition #**

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON ZZAPPONE

**Agenda Item Name**

0520 RESOLUTION SUPPORT FOR THE STOP SMUGGLING ILLICIT SYNTHETIC

**Agenda Wording**

A resolution expressing support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 and adding it to the City of Spokane's Federal Legislative Agenda.

**Summary (Background)**

This resolution expresses support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 and prioritizes it on the City of Spokane federal legislative agenda.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

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



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

JONES, GARRETT

##### Division Director

##### Accounting Manager

BUSTOS, KIM

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 28, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	amcdaniel@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Wilkerson, Zappone</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	A resolution expressing support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 and adding it to the City of Spokane's Federal Legislative Agenda
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This resolution expresses support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 and prioritizes it on the City of Spokane federal legislative agenda.</p> <p>The City recognizes the illicit synthetic drug crisis as a national public health epidemic and community safety issue that requires an integrated and multijurisdictional response including overdose prevention, access to additional behavioral health and treatment resources, law enforcement action against illegal drug trafficking, and the revitalization of the neighborhoods that have been decimated by this crisis.</p> <p>Mayor Brown executed Executive Order 2024-0006 implementing an integrated response to the opioid crisis impacting residents of Spokane. Since that executive order, the City has stood up a high-utilizer initiative to provide intensive case management to individuals who cycle between the criminal justice system, homeless shelter system, and emergency departments. The City has also sought to improve data sharing through Overdose Detection Mapping Application Program (ODMAP, expanded the Spokane Fire Department CARES program three additional social works expanding stabilization case management, and have made additional investments in STARS, which provides transportation to individuals seeking treatment.</p> <p>The Spokane City Council adopted Special Budget Ordinance C36573 providing funding for a Special US Assistant Attorney position in partnership with the US Attorney - Eastern District of Washington office to focus on serious narcotics prosecutions impacting residents in the city of Spokane.</p> <p>This proposed federal legislation will improve the multijurisdictional response by assisting law enforcement with action against illegal drug trafficking.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	

**Narrative:** Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**       One-time       Recurring       N/A

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

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

## RESOLUTION 2024 – 0108

A resolution expressing support for the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 and adding it to the City of Spokane's Federal Legislative Agenda.

WHEREAS, the City of Spokane recognizes the illicit synthetic drug crisis as a national public health epidemic and community safety issue requiring an integrated and multijurisdictional response that includes overdose prevention, access to additional behavioral health and treatment resources, law enforcement action against illegal drug trafficking, and the revitalization of neighborhoods decimated by this crisis; and

WHEREAS, the Spokane City Council adopted Special Budget Ordinance C36573 providing funding for a Special US Assistant Attorney position in partnership with the US Attorney - Eastern District of Washington office to focus on serious narcotics prosecutions impacting residents in the city of Spokane; and

WHEREAS, U.S. Senator Maria Cantwell has introduced legislation to address trafficking of illicit synthetic drugs called the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024; and

WHEREAS, the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 will create a national strategy and establish new inspection programs in coordination with local law enforcement to prevent drug smuggling by aircraft, railroads, and ships along the United States transportation network without unduly delaying the movement of goods; and

WHEREAS, in addition to the federal investments for port of entry detections and the improvement of information and data sharing with local law enforcement, the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 will also authorize the Department of Homeland Security to provide grants to local law enforcement for the purposes of conducting inspections to detect fentanyl and other illicit synthetic drugs transported by civil aircraft, rail, and commercial vehicles in coordination with federal law enforcement; and

WHEREAS, the Stop Smuggling Illicit Synthetic Drugs on U.S. Transportation Networks Act of 2024 will help the City of Spokane in its priority of disrupting and combating trafficking of synthetic drugs impacting our community.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane expresses support for the Stop Smuggling Illicit Synthetic Drugs on U.S.

Transportation Networks Act of 2024 and hereby prioritizes it on the City of Spokane federal legislative agenda.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2024.

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City Clerk

Approved as to form:

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Assistant City Attorney



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 10/28/2024

**Committee Agenda type:** Discussion

**Date Rec'd** 10/28/2024

**Clerk's File #** RES 2024-0109

**Cross Ref #**

**Project #**

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

<b>Submitting Dept</b>	MAYOR	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	MIKE ORMSBY 6287	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	MORMSBY@SOKANECITY.ORG		
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<b>Agenda Item Type</b>	Resolutions		
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<b>Council Sponsor(s)</b>	PDILLON BWILKERSON MCATHCART		
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<b>Agenda Item Name</b>	COUNCIL CONFIRMATION OF MAYORAL APPOINTEE – DIRECTOR OF HUMAN		
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**Agenda Wording**

Appointment of Allison Adam as the Director of the Human Resources Division for the City of Spokane.

**Summary (Background)**

Mayor Brown has selected Allison Adam to be the Director of the Human Resources Division and is being presented for confirmation to City Council.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

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

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

**Narrative**

**Amount**

**Budget Account**

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





# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

### **Approvals**

#### Dept Head

JONES, GARRETT

#### Division Director

#### Accounting Manager

ORLOB, KIMBERLY

#### Legal

SCHOEDEL, ELIZABETH

#### For the Mayor

PICCOLO, MIKE

### **Additional Approvals**

### **Distribution List**

mormsby@spokanecity.org

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	11/4/2024
<b>Submitting Department</b>	Mayor's Office   Human Resources
<b>Contact Name</b>	Mike Ormsby
<b>Contact Email &amp; Phone</b>	mormsby@spokanecity.org   amcdaniel@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Dillon, Wilkerson, Cathcart</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	Council Confirmation of Mayoral Appointee – Director of Human Resources
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Appointment of Allison Adam as the Director of the Human Resources Division for the City of Spokane.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Mayor Brown has selected Allison Adam to be the Director of the Human Resources Division and is being presented for confirmation to City Council.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

N/A

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

N/A

**RESOLUTION 2024 – 0109**

A resolution approving the appointment of Allison Adam as the Director of the Human Resources Division for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council’s legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Allison Adam as the Director of the Human Resources Division for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Allison Adam as the Director of the Human Resources Division for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2024.

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

Approved as to form:

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



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 10/21/2024

**Committee Agenda type:** Discussion

**Date Rec'd** 10/22/2024

**Clerk's File #** ORD C36600

**Cross Ref #**

**Project #**

**Council Meeting Date:** 11/04/2024

**Submitting Dept** CITY COUNCIL

**Bid #**

**Contact Name/Phone** ABIGAIL 625-6246

**Requisition #**

**Contact E-Mail** AMMARTIN@SPOKANECITY.ORG

**Agenda Item Type** First Reading Ordinance

**Council Sponsor(s)** BWILKERSON ZZAPPONE

**Agenda Item Name** 0320 – ORDINANCE AMENDING TRANSPORTATION COMMISSION PROVISIONS

**Agenda Wording**

Ordinance amending SMC 04.40 to clarify that liaison positions on the newly-created Transportation Commission are selected by their representative organizations, and repealing SMC 12.01 relating to the Citizens Streets Advisory Commission (CSAC).

**Summary (Background)**

The City Council created the Citizens Streets Advisory Commission (CSAC) in 2004 to review construction of city streets. The duties of the CSAC have been subsumed into the duties of the newly created Transportation Commission, and due to an oversight the sections of the code relating to the CSAC were not repealed. The proposed ordinance also clarifies that liaison positions on the Transportation Commission are selected by their represented organizations.

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**

No fiscal impact

**Amount**

**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Committee Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	10.21.2024
<b>Submitting Department</b>	Office of the City Council
<b>Contact Name</b>	Abigail Martin
<b>Contact Email &amp; Phone</b>	<a href="mailto:ammartin@spokanecity.org">ammartin@spokanecity.org</a> x6426
<b>Council Sponsor(s)</b>	Council President Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	0320 – Ordinance Amending Transportation Commission Provisions
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City Council recently enact Ordinance C36517, creating the Transportation Commission. The proposed ordinance is intended to make two technical amendments.</p> <p>First, in 2004 the City Council adopted Ordinance C33507 creating the Citizens Streets Advisory Commission (CSAC) to review the “plans, cost, timeliness, appropriate use of materials and technology” relating to construction of city streets. The functions and duties of the CSAC have been subsumed into the functions and duties of the newly created Transportation Commission, and due to an oversight, the sections of the Spokane Municipal Code relating to the CSAC were not repealed as part of Ordinance C36517. This proposed ordinance corrects that oversight.</p> <p>Second, the proposed ordinance amends SMC 04.40.050 to clarify that liaison positions are selected by the organizations they represent and not nominated by the Mayor or subject to confirmation by the City Council.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>N/A</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>N/A</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

**The Community Assembly is comprised of the Neighborhood Council system which includes the city's 29 neighborhoods. The Community Assembly liaison to the Transportation Commission will ensure the Community Assembly is kept apprised of the commission's work and that the commission is informed about the Community Assembly's positions.**

**The second amendment to the ordinance cleans up our SMC boards and commissions and allows the Transportation Commission take on the full extent of transportation related issues in 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?

**Staff will regularly present and serve the business of the Transportation Commission including safety and equity information within our transportation system. Regular reporting will occur before this commission to ensure transparency. Meetings are open to the public.**

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

**The new Transportation Commission will have the benefit of the work product of previous transportation-related board and commissions, which will inform whether the new commission's work plans are productive and efficient.**

- 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 amendments correct word choice for the Community Assembly's liaison position, aligning the position with the Charter's language. These amendments also clean up our Code so that it properly reflects existing boards and commissions.**

#### **Council Subcommittee Review**

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

**While not reviewed at a Traffic Calming meeting, the Council Members comprising the Traffic Calming subcommittee are aware of the need for these changes.**



## **ORDINANCE NO. C36600**

An ordinance relating to oversight of transportation infrastructure, amending Section 04.40.050 of the Spokane Municipal Code, and repealing sections 12.01.200 through 12.01.210 of the Spokane Municipal Code.

**WHEREAS**, the Transportation Commission was formed by the City Council via adoption of Ordinance C36517, codified as Chapter 04.40 of the Spokane Municipal Code and effective August 2, 2024; and

**WHEREAS**, Section 04.40.050 SMC includes several liaison positions on the Transportation Commission, which positions were intended to be non-voting and selected by the organizations represented by the liaisons; and

**WHEREAS**, the City Council wishes to amend the Spokane Municipal Code to confirm that liaison positions are selected by the organizations they represent and not nominated by the Mayor or subject to confirmation by the City Council; and

**WHEREAS**, in 2004 the City Council adopted Ordinance C33507 creating the Citizens Streets Advisory Commission (CSAC) to review the “plans, cost, timeliness, appropriate use of materials and technology” relating to construction of city streets; and

**WHEREAS**, the functions and duties of the CSAC have been subsumed into the functions and duties of the newly created Transportation Commission; and

**WHEREAS**, due to an oversight, the sections of the Spokane Municipal Code relating to the CSAC were not repealed as part of Ordinance C36517.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** Article VII, Sections 12.01.200 through 12.01.210 of the Spokane Municipal Code, relating to the Citizens Streets Advisory Commission, is repealed.

**Section 2.** That Section 04.40.050 of the Spokane Municipal Code be amended to read as follows:

### Section 04.40.050 Liaison Members

- A. Representatives of the following agencies with transportation interests within the city of Spokane may join the Transportation Commission as members in liaison roles: Spokane Transit Authority, Spokane Regional Transportation Council, Washington

State Department of Transportation, Spokane Regional Health District, Parking and Business Improvement Area, Downtown Spokane, Partnership, University District Public Development Authority, the Northeast Public Development Authority, the West Plains / Airport Area Public Development Authority (S3R3 Solutions), and Spokane Public Schools. Additional liaisons representing agencies not listed in this section may be admitted upon majority vote of the Commission.

- B. The City Council shall appoint up to three city council members to serve as liaisons to the Transportation Commission.
- C. The Community Assembly may ~~((nominate a member of the assembly))~~ select an individual to serve as ~~((a))~~ its liaison to the Transportation Commission.
- D. Liaison members shall be non-voting members ~~((in))~~ of the Transportation Commission ~~((business))~~.
- E. Liaison members shall be selected by the agency or body represented on the Transportation Commission and shall not be subject to mayoral appointment or council approval of their appointment.
- F. The Community Assembly and any agency with a representative serving as a liaison to the Transportation Commission may ~~((identify))~~ select an alternate ~~((member of the assembly or agency))~~ to serve in the absence of the designated liaison.

**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 \_\_\_\_\_.

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Council President

Attest:

Approved as to form:

---

City Clerk

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Assistant City Attorney

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Mayor

---

Date

---

Effective Date



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 10/21/2024

**Committee Agenda type:** Discussion

**Date Rec'd** 10/22/2024

**Clerk's File #** ORD C36601

**Cross Ref #**

**Project #**

**Council Meeting Date:** 11/04/2024

**Submitting Dept** CITY COUNCIL

**Bid #**

**Contact Name/Phone** ABIGAIL 625-6246

**Requisition #**

**Contact E-Mail** AMMARTIN@SPOKANECITY.ORG

**Agenda Item Type** First Reading Ordinance

**Council Sponsor(s)** ZZAPPONE KKLITZKE PDILLON

**Agenda Item Name** 0320- ORDINANCE CONCERNING REVENUES FROM AUTOMATED SAFETY

**Agenda Wording**

An ordinance relating to revenue from automated safety cameras, renaming the Traffic Calming Fund the "Spokane Safe Streets Fund,"(SSS), and amending Sections 07.08.148, 16A.64.210, and 16A.64A.220 of the Spokane Municipal Code.

**Summary (Background)**

In June 2024, the Washington Legislature enacted HB 2384, dramatically altering state laws regarding local use of automated traffic safety cameras, including permissible locations, use of revenues, and issuance of infractions. The proposed ordinance is intended to conform local law to the requirements of HB 2384, and to modify the nomenclature around automated safety camera revenues to more accurately reflect the City's intended use of the funds, and defines permissible use of the fund.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

The Traffic Calming Fund is financed by revenues generated through the automated safety camera program. This ordinance is unlikely to have any effect on general fund expenditures.

**Amount**

**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Committee Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	10.21.2024
<b>Submitting Department</b>	Office of the City Council
<b>Contact Name</b>	Abigail Martin
<b>Contact Email &amp; Phone</b>	<a href="mailto:ammartin@spokanecity.org">ammartin@spokanecity.org</a> x6426
<b>Council Sponsor(s)</b>	Council President Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	ORD to define and scope proper use of Traffic Calming fund
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Traffic Calming Measures Fund, set forth in SMC 07.08.148, was established in 2010 to collect revenues from automated traffic safety camera infractions as allowed under state law. The specific provisions related to automated safety camera provisions are set forth in SMC 16A.64. Prior to June 2024, local governments were limited in the use and locations of automated safety cameras, but not limited in their use of the revenues.</p> <p>In June 2024, the Washington Legislature enacted HB 2384, dramatically altering state laws regarding local use of automated traffic safety cameras, including permissible locations, use of revenues, and issuance of infractions.</p> <p>The proposed ordinance is intended to conform local law to the requirements of HB 2384, and to modify the nomenclature around automated safety camera revenues to more accurately reflect the City’s intended use of the funds. The ordinance does the following:</p> <ul style="list-style-type: none"> <li>• Renames the “Traffic Calming Measures Fund” to the “Spokane Safe Streets Fund”</li> <li>• Establishes definitions and permissible uses of revenues in the Spokane Safe Streets Fund, including projects that serve Spokane’s neighborhoods by calming traffic, enhancing safe streets for all users, and facilitating a multimodal transportation network.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>N/A</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> _The Traffic Calming Fund is financed by revenues generated through the automated safety camera program. This ordinance is unlikely to have any effect on general fund expenditures, although changes in state law are likely to make TCF funds less available for some purposes to which they have historically been used, such as supplanting the police budget.	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? N/A

**Expense Occurrence**     One-time     Recurring     N/A

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

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

- What impacts would the proposal have on historically excluded communities?

**Staff and the City Council's Traffic Calming subcommittee have been meeting together regularly since the beginning of 2024 in order to line up timing of different department's workplans and needs as they pertain to Traffic Calming. Many departments draw on the Traffic Calming fund and this ordinance to ensure that the fund is used to make our Spokane streets safer for all users. The fund's use also considers historical funding by neighborhood, community safety needs and risk, and equity.**

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

**This ordinance considers the intent and purpose of the Traffic Calming fund including historical funding context and neighborhood investment (or lack thereof), safety, and multimodal function for all users.**

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

**Many different departments collaborated to ensure the defining and scope of the Traffic Calming fund, its purview and functions, worked for the safety data collected, analysis conducted, future projects scoped and strategically aligned.**

- 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 establishes intent and purpose, a very definition, for a fund that has been referenced but never clearly laid out. This ordinance allows for the Traffic Calming fund to come into alignment with operations, the Neighborhood Councils hopes for their Traffic Calming projects, Council resolution to for projects already committed, and state law.**

**Council Subcommittee Review**

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

**This Ordinance has been reviewed at several Traffic Calming meetings, jointly by the Council subcommittee and staff.**

## **ORDINANCE NO. C36601**

An ordinance relating to revenue from automated safety cameras, renaming the Traffic Calming Fund the “Spokane Safe Streets for All Fund,” amending Sections 07.08.148, 16A.64.220 and 16A.64.240 of the Spokane Municipal Code, and repealing Section 16A.64.260 of the Spokane Municipal Code.

WHEREAS, RCW 46.63 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

WHEREAS, consistent with RCW 46.63, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorized the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

WHEREAS, on August 26, 2019, the City Council enacted ordinance C35809, establishing new Section 07.08.148 in the Spokane Municipal Code to create the “Traffic Calming Fund” into which funds from automated traffic safety camera infractions were deposited; and

WHEREAS, under SMC 07.08.148, funds in the Traffic Calming Fund are to be used to pay for “traffic calming measures” and such operational expenses associated with the automated safety camera program; and

WHEREAS, in 2022 the Washington Legislature enacted Engrossed Substitute Senate Bill 5974, which expanded the permitted uses of automated traffic safety cameras under RCW 46.63 to include the detection of speed violations in roadways and school walk areas as defined in RCW 28A.160.160, as well as speed violations in public park speed zones and hospital speed zones; and

WHEREAS, effective September 1, 2023 the City Council enacted Ordinance C36407, which amended Spokane Municipal Code to expand the use of automated safety cameras in park areas and hospital zones; and

WHEREAS, in 2024 the Washington Legislature enacted Engrossed Substitute Senate Bill 2384, which expanded the allowed uses and locations of automated safety cameras, defined allowed uses of revenues generated from automated safety-camera programs, permitted the use of non-commissioned individuals to review infractions, and enacted other provisions relating to automated safety cameras; and

WHEREAS, since its inception in 2007, revenues from the use of automated safety cameras in the city have grown significantly, and the Traffic Calming Fund established under SMC 07.08.148 has necessarily grown as well, increasing the opportunities for installation of traffic calming measures and other programs to ensure safe streets for all Spokane citizens; and



WHEREAS, vehicle, pedestrian and bicycle safety concepts have evolved since the initial creation of the Traffic Calming Fund, and local safety programs extend beyond traffic calming infrastructure improvements to incorporate a more comprehensive approach toward traffic safety, such as the United States Department of Transportation “Safe System Approach” and the USDOT “Safe Streets 4 All” grant program (“SS4A”); and

WHEREAS, the phrase “traffic calming measures” is not defined in the Spokane Municipal Code and is an outdated concept, and is not well-defined at the administrative or legislative levels, creating less certainty as to which projects are suitable for funding by the Traffic Calming Fund; and

WHEREAS, Engrossed Substitute Senate Bill 2384 clarifies appropriate uses of revenues generated by automated safety cameras; and

WHEREAS, as early as 2011, and in concert with the Community Assembly, the City approved administrative policies for placement of automated safety cameras and for uses of revenues in the Traffic Calming Fund, which policies need to be updated to reflect the current practices and procedures relating to use of Traffic Calming Funds; and

WHEREAS, on June 24, 2024, the City Council adopted resolution 2024-0053, the “Janet Mann Safe Streets Now!” resolution to encourage the administration to implement adaptive design strategies as part of the City’s traffic calming program and transportation infrastructure, and

WHEREAS, the Council desires to rename the Traffic Calming Fund to better reflect the uses and opportunities for funding for vehicle, pedestrian and bicycle safety measures, to set forth the types of programs and projects eligible for funding from revenues generated by automated safety cameras consistent with Engrossed Substitute Senate Bill 2384, to ensure that such funds are appropriated within general fund expenditures in a manner that is specifically and demonstrably connected to modern concepts for road safety as well as traffic calming, and finally to create procedures to ensure the fair, sensible and foresighted use of such funds.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Article II, Section 07.08.148 of the Spokane Municipal Code to is amended to read as follows:

Section 07.08.148 (~~Traffic Calming Measures~~) Spokane Safe Streets for All Fund.

A. Establishment of Fund. There is established a special revenue fund to be known as the (~~“Traffic Calming Measures Fund”~~) Spokane Safe Streets for All Fund (the “Safe

Streets for All Fund”) into which shall be deposited funds from automated traffic safety camera infractions in excess of the direct administrative costs of the automated traffic safety camera program. The ~~((fund))~~ Safe Streets for All Fund will be used to pay for ~~((traffic calming measures and))~~ operational expenses directly related to the automated traffic safety camera program as are approved by the City Council by resolution~~((,-))~~ or special budget ordinance, and for construction and maintenance of the following safe streets measures consistent with RCW 46.63:

1. Roadway infrastructure improvements with a demonstrable connection to safe systems improvements;
2. Operational expenses with a demonstrable connection to pedestrian and bicycle safety;
3. Sidewalk repair and safety programs;
4. Funding of personnel for community outreach and to encourage citizen input into safe streets measures and projects;
5. Funding of engineering and project personnel to ensure timely design and construction of safety infrastructure;
6. Implementation of programs, including grant applications, that follow the USDOT “Safe System Approach,” including focus on driver safety, safer roads, safer vehicles, safer speeds, and post-crash care;
7. Implementation of adaptive design strategies into the City’s transportation infrastructure; and
8. Such other measures, programs and improvements approved by the City Council and permitted by state law.

B. Appropriations from the Spokane Safe Streets for All Fund. Funds from the Safe Streets for All Fund shall be appropriated by the city council as part of the annual city budget, pursuant to special budget ordinance, or both. In making appropriations the City Council may consider recommendations of the City of Spokane Transportation Commission and Neighborhood Councils with regard to projects and priorities. When feasible, all appropriations from the Safe Streets for All Fund shall be approved by the city council no later than April 1 of the year in which such funds are to be encumbered.

C. Minimum Allocation to Specified Census Tracts. Expenditures from the Safe Streets for All Funds shall be consistent with the allocation requirements in RCW 46.63.220 (13)(b) as amended from time to time.

**Section 2.** That Section 16A.64.220 of the Spokane Municipal Code is amended to read:

## Section 16A.64.220 Procedures of Use of Automated Traffic Safety Cameras

The use of automated traffic safety cameras is authorized for issuance of notices of infraction for violations regarding obedience to traffic control devices (~~((for stoplights at two-arterial intersection and school speeding zones and))~~) and speed violations is subject to the following requirements:

- A. Use of automated traffic safety cameras is restricted to the following locations:
1. For stoplight violations only, at two-arterial intersections as defined in RCW 46.63.230((~~7~~));
  2. School walk (~~((areas))~~) zones, as defined in RCW 46.63.210(7)((~~7~~));
  4. School speed zone, as defined in RCW 46.63.210;
  5. Public park speed zones, as defined in RCW (~~(46.63.170, and))~~) 46.63.210;
  6. Hospital speed zones, as defined in RCW (~~(46.63.170))~~) 46.63.210;
  7. Roadway work zones on city streets, as defined in RCW 46.63.210;
  8. State highways within city limits and classified as city streets pursuant to RCW 47.24; and
  9. For failure to stop at an activated railroad grade crossing control signal only, at railroad grade crossings.
- B. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle.
- C. A notice of infraction must be mailed to the registered owner of the vehicle within fourteen days of the violation, or to the renter of a vehicle within fourteen days of establishing the renter's name and address under SMC 16A.64.240(B). The (~~(law enforcement officer issuing the))~~) notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person

receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.

- D. The registered owner of a vehicle is responsible for an infraction under SMC 16A.64.270(A) unless the registered owner overcomes the presumption in SMC 16A.64.270(B), or, in the case of a rental car business, satisfies the conditions under SMC 16A.64.240(B). If appropriate under the circumstances, a renter identified under SMC 16A.64.240(B)(1) is responsible for an infraction.
- E. Pursuant to RCW (~~(46.63.170(1)(f))~~) 46.63.160(6)(6), notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.
- F. All locations where an automated traffic safety camera is used must be clearly marked by placing signs in locations that clearly indicate to a driver that (~~he~~) the driver is entering a zone where traffic laws are enforced by an automated traffic safety camera. Signage in public park speed zones and hospital speed zones shall conform to the requirements in RCW (~~(46.63.170)~~) 46.63.220.

**Section 3.** That Section 16A.64.240 of the Spokane Municipal Code is amended to read:

Section 16A.64.240 Notice and Disposition of Traffic Infractions

- A. Infractions detected through the use of automated traffic safety cameras are not part of the registered owner's driving record under RCW 46.52.101 and RCW 46.52.120. Additionally, infractions and resulting penalties generated by the use of automated traffic safety cameras under this section shall be processed in the same manner as parking infractions(~~(, (including for the purposes of))~~) under state law, including, but not limited to RCW 3.46.120, RCW 3.50.100, RCW 35.20.220, RCW (~~(46.16.216))~~ 46.16A.120, (~~and~~) RCW 46.20.270(3), RCW 46.63.110, RCW 46.63.190, and RCW 46.63.220, as they may be amended from time to time . A notice of infraction for (~~stoplight and school speed zone~~) violations detected through the use of automated traffic safety cameras shall result in a fine equal to the total penalty, including the base penalty plus any statutory assessments

authorized under state law, for such violations otherwise detected by a police officer.

- B. If the registered owner of the vehicle is a rental car business, the police department shall, before a notice of infraction being issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within eighteen days of receiving the written notice, provide to the police department by return mail:
1. a statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or
  2. a statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred; or
  3. in lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

Timely mailing of this statement to the police department relieves a rental car business of any liability under this section for the notice of infraction.

- C. Nothing in this section prohibits a law enforcement officer from issuing a notice of traffic infraction at the time a violation occurs to a person in control of a vehicle under the Washington Model Traffic Ordinance.

- D. The court may, in its discretion, waive, reduce, or suspend the monetary penalty prescribed for the infraction. At the person's request, the court may order performance of a number of hours of community restitution in lieu of a monetary penalty, at the rate of the then state minimum wage per hour.

1. Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title 74 RCW or participants in the Washington women, infants, and children program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, must be granted reduced penalty amounts of 50 percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for Medicaid under RCW 74.09.510 is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction must be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail or internet.

**Section 4.** Section 16A.64.260 of the Spokane Municipal Code is repealed.

**Section 5. 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 6. 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

Streets Fund”) into which shall be deposited funds from automated traffic safety camera infractions in excess of the direct administrative costs of the automated traffic safety camera program. The ~~((fund))~~ Safe Streets Fund will be used to pay for ~~((traffic calming measures and))~~ operational expenses directly related to the automated traffic safety camera program as are approved by the City Council by resolution~~((:))~~ or special budget ordinance, and for construction and maintenance of the following safe streets measures consistent with RCW 46.63:

1. Roadway infrastructure improvements with a demonstrable connection to safe systems improvements;
2. Operational expenses with a demonstrable connection to pedestrian and bicycle safety;
3. Sidewalk repair and safety programs;
4. Funding of personnel for community outreach and to encourage citizen input into safe streets measures and projects;
5. Funding of engineering and project personnel to ensure timely design and construction of safety infrastructure;
6. Implementation of programs, including grant applications, that follow the USDOT “Safe System Approach,” including focus on driver safety, safer roads, safer vehicles, safer speeds, and post-crash care;
7. Implementation of adaptive design strategies into the City’s transportation infrastructure; and
8. Such other measures, programs and improvements approved by the City Council and permitted by state law.

B. Appropriations from the Spokane Safe Streets Fund. Funds from the Safe Streets Fund shall be appropriated by the city council as part of the annual city budget and/or pursuant to special budget ordinance. In making appropriations the City Council may consider recommendations of the City of Spokane Transportation Commission and Neighborhood Councils with regard to projects and priorities. When feasible, all appropriations from the Safe Streets Fund shall be approved by the city council no later than April 1 of the year in which such funds are to be encumbered.

C. Minimum Allocation to Specified Census Tracts. Expenditures from the Safe Street Funds shall be consistent with the allocation requirements in RCW 46.63.220 (13)(b) as amended from time to time.

**Section 2.** That Section 16A.64.220 of the Spokane Municipal Code is amended to read:

## Section 16A.64.220 Procedures of Use of Automated Traffic Safety Cameras

The use of automated traffic safety cameras is authorized for issuance of notices of infraction for violations regarding obedience to traffic control devices ~~((for stoplights at two-arterial intersection and school speeding zones and))~~ and speed violations is subject to the following requirements:

A. Use of automated traffic safety cameras is restricted to the following locations:

1. For stoplight violations only, at two-arterial intersections as defined in RCW 46.63.230~~((;))~~;
2. ~~((school speeding))~~ School speed zones~~((;))~~;
3. School walk ~~((areas))~~ zones, as defined in RCW 28A.160.160~~((;))~~;
4. School speed zone, as defined in RCW 46.63.210;
5. Public park speed zones, as defined in RCW ~~((46.63.170, and))~~ 46.63.210;
6. Hospital speed zones, as defined in RCW ~~((46.63.170))~~ 46.63.210;
7. Roadway work zones on city streets, as defined in RCW 46.63.210;
8. State highways within city limits and classified as city streets pursuant to RCW 47.24; and
9. For failure to stop at an activated railroad grade crossing control signal only, at railroad grade crossings.

B. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle.

C. A notice of infraction must be mailed to the registered owner of the vehicle within fourteen days of the violation, or to the renter of a vehicle within fourteen days of establishing the renter's name and address under SMC 16A.64.240(B). The ~~((law enforcement officer issuing the))~~ notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person



receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.

- D. The registered owner of a vehicle is responsible for an infraction under SMC 16A.64.270(A) unless the registered owner overcomes the presumption in SMC 16A.64.270(B), or, in the case of a rental car business, satisfies the conditions under SMC 16A.64.240(B). If appropriate under the circumstances, a renter identified under SMC 16A.64.240(B)(1) is responsible for an infraction.
- E. Pursuant to RCW ((46.63.170(1)(f))) 46.63.160(6)(6), notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.
- F. All locations where an automated traffic safety camera is used must be clearly marked by placing signs in locations that clearly indicate to a driver that ((he)) the driver is entering a zone where traffic laws are enforced by an automated traffic safety camera. Signage in public park speed zones and hospital speed zones shall conform to the requirements in RCW ((46.63.170)) 46.63.220.

**Section 3.** That Section 16A.64.240 of the Spokane Municipal Code is amended to read:

#### Section 16A.64.240 Notice and Disposition of Traffic Infractions

- A. Infractions detected through the use of automated traffic safety cameras are not part of the registered owner's driving record under RCW 46.52.101 and RCW 46.52.120. Additionally, infractions and resulting penalties generated by the use of automated traffic safety cameras under this section shall be processed in the same manner as parking infractions ~~((including for the purposes of))~~ under state law, including, but not limited to RCW 3.46.120, RCW 3.50.100, RCW 35.20.220, RCW ((46.16.216)) 46.16A.120, ((and)) RCW 46.20.270(3), RCW 46.63.110, RCW 46.63.190, and RCW 46.63.220, as they may be amended from time to time . ((A notice of infraction for stoplight and school speed zone violations detected through the use of automated traffic safety cameras shall result in a fine equal to the total penalty, including the base penalty plus any statutory assessments authorized under state law, for such violations otherwise detected by a police officer.))

B. If the registered owner of the vehicle is a rental car business, the police department shall, before a notice of infraction being issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within eighteen days of receiving the written notice, provide to the police department by return mail:

1. a statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or
2. a statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred; or
3. in lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

Timely mailing of this statement to the police department relieves a rental car business of any liability under this section for the notice of infraction.

C. Nothing in this section prohibits a law enforcement officer from issuing a notice of traffic infraction at the time a violation occurs to a person in control of a vehicle under the Washington Model Traffic Ordinance.

D. Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title 74 RCW or participants in the Washington women, infants, and children program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, must be granted reduced penalty amounts of 50 percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for Medicaid under RCW 74.09.510 is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction must be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail or internet.

**Section 4.** Section 16A.64.260 of the Spokane Municipal Code is repealed.

**Section 5.** 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 6. 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:** PIES **Date:** 10/21/2024

**Committee Agenda type:** Consent

**Date Rec'd** 10/22/2024

**Clerk's File #** ORD C36602

**Cross Ref #**

**Project #**

**Council Meeting Date:** 11/04/2024

**Submitting Dept** WASTEWATER MANAGEMENT

**Bid #**

**Contact Name/Phone** RAYLENE 625.7901

**Requisition #**

**Contact E-Mail** RGENNETT@SPOKANECITY.ORG

**Agenda Item Type** First Reading Ordinance

**Council Sponsor(s)** BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name** 4320 ORDINANCE AMENDMENT SMC 13.03

**Agenda Wording**

Pretreatment Ordinance Amendment - Wastewater Management SMC 13.03

**Summary (Background)**

Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City's sewer service area. The goal of these proposed edits is to reduce instances of City sewer pipe obstruction and costly cleanups. These changes have been coordinated with Spokane County, and include new definitions for grease and yellow grease, and clarifications to grease discharges and grease control device maintenance requirements.

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

GENNETT, RAYLENE

##### Division Director

FEIST, MARLENE

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	atagnani@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	October 21, 2024
<b>Submitting Department</b>	Wastewater Management/RPWRP
<b>Contact Name</b>	Raylene Gennett
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Sewer Ordinance Amendments – Wastewater Management
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City’s sewer service area. The goal of these proposed edits is to reduce instances of City sewer pipe obstruction and costly cleanups.</p> <p>These changes have been coordinated with Spokane County, and include new definitions for grease and yellow grease, and clarifications to grease discharges and grease control device maintenance requirements.</p>
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? 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.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> </ul> <p>N/A</p>	

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

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

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

This 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.

## ORDINANCE NO. C36602

AN ORDINANCE relating to sewers, amending SMC section 13.03.0508; adopting new sections 13.03.0125, 13.03.0225, and 13.03.0501, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That there is adopted a new section 13.03.0125 to chapter 13.03 SMC to read as follows:

### **13.03.0125 – Grease**

"Grease" means liquid or other waste containing floatable and/or dispersed grease, vegetable oil, petroleum oil, non-biodegradable cutting oil, fat, oil or grease products of animal, or vegetable or mineral origin which is detectable and measurable in wastewater.

Section 2: That there is adopted a new section 13.03.0225 to chapter 13.03 SMC to read as follows:

### **13.03.0225 – Yellow Grease**

A. "Yellow grease" means grease, which is associated with food preparation or processing that has not been contaminated with wash water or chemicals. Common examples include used cooking and fryer oils.

Section 3: That there is adopted a new section 13.03.0501 to chapter 13.03 SMC to read as follows:

### **13.03.0501 – Grease Prohibitions**

- A. No user shall discharge, cause, or allow any grease or wastewater containing grease from a facility into the sanitary sewer system. Any wastewater containing grease must be processed through a grease control device prior to discharge.
- B. No user shall discharge, cause, or allow any yellow grease, or any waste or material mixed with yellow grease, into the sanitary sewer system from a facility.
- C. No user shall allow yellow grease from a facility to be mixed with grease control device waste.

Section 4: That SMC section 13.03.0508 is amended to read as follows:

### **13.03.0508- Grease Control Devices, Oil/water Separators, Sand Traps— Maintenance**

A. All grease control devices, oil/water separators, and sand traps shall be maintained by the owner, at his or her expense and liability, in good order and condition at all



times. Existing grease control devices connected to public sewer shall be, cleaned, inspected, and adequately documented per Subsection C. If the grease control device, oil/water separator, or sand trap fails the inspection as not being up to City standards, such device will have to be repaired or replaced at the owner's expense.

B. Grease control devices, oil/water separators, and sand traps shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, obstruction, or interference with the operation of the sanitary sewer system. All devices must be maintained as described below, or in a manner and frequency consistent with manufacturer specifications and guidance.

1. Hydromechanical grease interceptors shall be cleaned at least once every thirty days, or when the device is filled to twenty-five percent or more of capacity with grease or settled solids, whichever comes first. (~~or based on the operational thresholds of the device manufacturer~~).
2. Gravity grease interceptors shall be cleaned by a wastewater hauler at least once every ninety days, or when (~~their~~) the last chamber is filled to twenty-five percent or more of capacity with grease or settled solids, whichever comes first. Grease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.
3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with manufacturer specifications and guidance.
4. Oil/water separators and sand traps shall be serviced by a licensed (~~hazardous~~) waste disposal company when the (~~inlet chamber~~) sediment in the bottom of the device exceeds six inches in depth (~~of sludge accumulation~~), when accumulated trash or debris is observed, or when there is one inch or more of floating oil (~~in either chamber~~), whichever comes first.
5. Grease control devices and oil/water separators shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, and tees. Water removed during cleaning shall not be returned to the grease control device or the oil/water separator, nor the downstream sewer.
6. The use of chemical or biological additives, enzymes or surfactants acting as grease emulsifiers is not permitted as a method for cleaning the grease control device.

C. Users shall maintain records on site for a period of at least three years as follows:

1. Users with an installed grease control device or oil/water separator shall maintain records showing that the control device has been properly maintained and cleaned as required by Subsections A and B.
  2. Users shall maintain records showing the following related to all wastes hauled off site: date and time material removed off site; volume removed; licensed wastewater hauler or hazardous waste disposal company name.
- D. Grease control devices shall be kept free of inorganic solid materials, such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc.
- E. The director may grant an exception to the requirements of Subsections B.2 where the director finds, based on evidence presented by the user, that a less frequent cleaning schedule will be sufficient to assure that not more than twenty-five percent of the capacity of the grease control device will be filled with grease or settled solids.
- F. The director may conduct an inspection of grease control devices, sand traps, and oil/water separators. The user shall make all facilities accessible for inspection, and shall provide inspection and maintenance records. The cost of the inspections, any repairs to the public sewer, and any cleaning of the public sewer, necessitated by a lack of proper maintenance of the user's facilities, shall be billed as an additional utility service to the user.

Section 5. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_, 2025.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 10/28/2024**Committee Agenda type:** Discussion**Date Rec'd**

10/29/2024

**Clerk's File #**

ORD C36604

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

CODE ENFORCEMENT &amp; PARKING

**Bid #****Contact Name/Phone**

JASON X6529

**Requisition #****Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON MCATHCART

**Agenda Item Name**

1200 - ORDINANCE TO AMEND SMC 12.01.010 - MINOR SIDEWALK REPAIRS

**Agenda Wording**

Amendment to SMC 12.01.010, adding a section authorizing relevant departments to implement administrative criteria allowing property owners to conduct minor sidewalk repairs

**Summary (Background)**

According to SMC 12.01.010, adjacent owners are responsible for sidewalk maintenance and repairs. Code Enforcement has been sending sidewalk maintenance letters to property owners for approximately 5 years, and while this type of complaint and subsequent violations initially were focused around the downtown core and other commercial areas, the majority of complaints are now received in residential neighborhoods.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

N/A

**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	October 21, 2024
<b>Submitting Department</b>	Code Enforcement and Development Services Center
<b>Contact Name</b>	Jason Ruffing
<b>Contact Email &amp; Phone</b>	<a href="mailto:jruffing@spokanecity.org">jruffing@spokanecity.org</a> ; 509-625-6529
<b>Council Sponsor(s)</b>	Council President Betsy Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 Minutes
<b>Agenda Item Name</b>	SMC 12.01.010 Amendment - Minor Sidewalk Repairs
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>According to SMC 12.01.010, adjacent owners are responsible for sidewalk maintenance and repairs. Code Enforcement has been sending sidewalk maintenance letters to property owners for approximately 5 years, and while this type of complaint and subsequent violations initially were focused around the downtown core and other commercial areas, the majority of complaints are now received in residential neighborhoods. Current practice in the Development Services Center requires all work done in the right of way to be done by specific types of licensed and bonded contractors, with a substantial insurance requirement. This proposal is not to remove these requirements, but to provide flexibility and barrier reduction for minor sidewalk repairs. This proposal adds a section to SMC 12.01.010, authorizing relevant departments to implement administrative criteria so that property owners are able to conduct minor sidewalk repairs themselves if they desire.</p>
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>NA</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> There is no fiscal impact for this proposed code text amendment.	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?  Sidewalk deficiencies are a city-wide problem. Under current practice, when a property owner receives a sidewalk violation letter, they must hire a specific type of contractor, with license, bonding and insurance requirements (details included as an attachment) to develop the scope of work, apply for the permit, and conduct the work in the right of way. This is the case across the full spectrum of potential deficiencies with the sidewalk, even when the needed correction is very minor, such as grinding down a lifted panel, replacing a	

small portion of a broken sidewalk, surface repairs, etc. Our departments have heard that this requirement has resulted in unreasonable price proposals for minor work, and lengthy delays in achieving compliance. This proposal would allow all property owners, in all communities including those that are historically excluded, to potentially have access to a pathway to resolve the violation themselves, presumably at a much more reasonable cost and timeline than under the City's current practices. There will still be situations where a full sidewalk replacement, for both residential and commercial uses, will require a full replacement, and contractor, licensing, bonding and insurance requirements will still be in place. There will also be situations where tree maintenance and/or removal is necessary, and existing Urban Forestry regulations and controls will continue to apply in those situations. This proposal is specific to deficiencies where a minor repair would adequately resolve the deficiency, rather than a comprehensive solution.

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?

Accela, the current software system utilized by Code Enforcement does not have a mechanism to search specifically for sidewalk violations. We can track data for a larger violation type called right of way violations. As we work towards implementing the City's new software system, this violation type will be something that we can track and report on. We expect to see this change resulting in faster resolution of sidewalk violations, increased permit access, as more citizens would have a pathway to obtain their own permits, and less citizen frustrations with the barriers associated with resolving this violation.

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

Accela, the current software system utilized by Code Enforcement does not have a mechanism to search specifically for sidewalk violations. We can track data for a larger violation type called right of way violations. As we work towards implementing the City's new software system, this violation type will be something that we can track and report on. We expect to see this change resulting in faster resolution of sidewalk violations, increased permit access, as more citizens would have a pathway to obtain their own permits, and less citizen frustrations with the barriers associated with resolving this violation.

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?

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. This also aligns with the expectations of the existing Spokane Municipal Code regarding sidewalk maintenance. Reducing barriers so that minor sidewalk deficiencies can be corrected with less onerous regulations improves the safety of our community and better provides for safe pedestrian pathways throughout our city. The Development Services Team and Code Enforcement departments will develop an administrative policy with criteria for what is to be considered a minor repair. Owners will still need to propose their scope of work for sidewalk maintenance, obtain a permit for the work, and call for inspection to verify code compliance. This will not be an option for every sidewalk deficiency, and contractor, licensing, bonding and insurance requirements will still be required for larger scale repairs. Many sidewalk deficiencies also require tree work, and this proposal is not intended to remove or reduce any existing Urban Forestry requirements or oversight.

ORDINANCE NO C36604

An ordinance related to sidewalk maintenance; amending SMC 12.01.010 of the Spokane Municipal Code.

**WHEREAS,**

**NOW THEREFORE,** the City of Spokane does ordain:

**Section 1.** that Section 12.01.010 of the Spokane Municipal Code is amended to read as follows:

**Section 12.01.010 Sidewalk Maintenance – Owner’s Responsibility**

- A. Every owner and occupant of premises shall keep the sidewalk area including tree grates adjacent to any portion of the real property (including corners) in good and safe condition and repair at all times.
- B. Where the director of engineering services determines there has been a failure to comply with this section, the director may send written notice to the premises advising of the violation. If the violation is not corrected, the director may proceed to remove or repair the condition, at the owner’s and/or occupant’s sole expense and liability.
- C. The directors of Engineering Services, Development Services Center, Code Enforcement, and the City Engineer are authorized to waive license, bonding and insurance requirements for minor repairs on existing sidewalks.
- D. The City Engineer, along with the Development Services Center and the Code Enforcement departments, shall develop and publish a public rule defining the types of sidewalk projects that qualify as minor repairs.
- E. Nothing in this section shall be construed to waive building and construction permit and inspection requirements.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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City Clerk

---

City Attorney

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Mayor

---

Date

---

Effective Date