

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the October 23, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of October 23, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: **The regularly scheduled 6:00 p.m. Legislative Session of City Council has been canceled. Items listed under the Legislative Session will be considered during the City Council's 3:30 p.m. Briefing Session.**

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from **2:30-3:30** p.m. on Monday, October 23, 2023. You must sign up by **3:30** p.m. to be called on to testify. Those wishing to give testimony virtually can sign up between **2:30-3:30** p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during public testimony on legislative items (two minutes for open forum)!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

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

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

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

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

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

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

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 23, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT LORI KINNEAR

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER RYAN OELRICH

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers for October 23, 2023:

User Name: **COS Guest**

Password: **K8vCr44y**

**Please note the space in user name.
Both user name and password are case sensitive.**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

NOTE: The regularly scheduled 6:00 p.m. Legislative Session of City Council has been canceled. Items listed under the Legislative Session will be considered during the City Council's 3:30 p.m. Briefing Session.

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by **3:30** p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from **2:30-3:30** p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between **2:30-3:30** p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|------------------------|---|
| <p>1. Consultant Agreements for Geotechnical Engineering On-Call Services for 2024-2025 - (Non-Federal) (Various Neighborhoods) with:</p> <p style="padding-left: 40px;">a. Budinger & Associates, Inc., (Spokane Valley, WA—not to exceed \$800,000.</p> <p style="padding-left: 40px;">b. GeoEngineers, Inc. (Spokane, WA)—not to exceed \$800,000.
(Council Sponsor: Council President Kinnear)</p> | <p>Approve
All</p> | <p>OPR 2023-1067
ENG 2023115</p> <p>OPR 2023-1068
ENG 2023115</p> |
| <p>2. Low Bid of Cameron-Reilly, LLC (Spokane, WA) for the 2023 Street Maintenance Curb Ramps—\$1,175,715. An administrative reserve of \$117,571.50, which is 10% of the contract price, will be set aside. (Various Neighborhoods)
(Council Sponsor: Council President Kinnear)</p> | <p>Approve</p> | <p>OPR 2023-1069
ENG 2022042</p> |

- | | | | |
|----|--|---------|------------------------------|
| 3. | Public Utility Access Easement and Temporary Construction Easement with Latah Creek Plaza, LLC in conjunction with the Marshall Road Transmission Main Phase 3—\$135,000. (Council Sponsor: Council President Kinnear) | Approve | OPR 2023-1070
ENG 2022083 |
| 4. | Interlocal Agreement between the City of Spokane, Spokane Transit Authority and Spokane County to carry out a grant award from the Federal Transit Administration as part of the Transit-Oriented Development Pilot Program. (Council Sponsors: Council President Kinnear and Council Member Stratton) | Approve | OPR 2023-1071 |
| 5. | Multiple Family Housing Property Tax Exemption Conditional Agreement with Olga & Raisa Fox for the future construction of approximately 4 units, at Parcel Number 35081.4515, commonly known as 1222 East Marietta Avenue. (Council Sponsors: Council Members Bingle and Cathcart) | Approve | OPR 2023-1072 |

Request motion to substitute the following item with an updated revised version filed on 10/19/2023 (OPR 2023-1073):

- | | | | |
|----|---|------------------------------------|---------------|
| 6. | Agreement between the City and American Traffic Solutions, doing business as Verra Mobility, for continued operation of the photo enforcement program—\$1,123,800 annually. (Council Sponsor: Council President Kinnear) | Approve | OPR 2023-1073 |
| 7. | Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| a. | Claims and payments of previously approved obligations, including those of Parks and Library, through October 16, 2023, total \$7,837,116.72, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,319,146.99. | | CPR 2023-0002 |
| b. | Payroll claims of previously approved obligations through October 14, 2023: \$9,018,763.70. | | CPR 2023-0003 |
| 8. | City Council Meeting Minutes: September 25, October 9, and October 12, 2023. | Approve
All | CPR 2023-0013 |

The following item was added to this agenda by suspension of the Council Rules during the October 16, 2023, 3:30 p.m. Briefing Session (FIN 2023-0001):

- | | | | |
|----|---|---------|---------------|
| 9. | Set Hearing on possible revenue sources for the 2024 Budget on October 30, 2023. (Council Sponsors: | Approve | FIN 2023-0001 |
|----|---|---------|---------------|

Council President Kinnear and Council Member Wilkerson)

Request motion to suspend Council Rules and add the following items (OPR 2023-1096, OPR 2021-0731, and OPR 2023-1104):

- | | | | |
|-----|---|---------|------------------------------|
| 10. | Low Bid of T Bailey, Inc. (Anacortes, WA) for the Thorpe Reservoir project—\$5,044,985 (plus tax). An administrative reserve of \$504,498.50 (plus tax), which is 10% of the contract price, will be set aside. (Grandview/Thorpe Neighborhood) (Council Sponsor: Council President Kinnear)
Dan Buller | Approve | OPR 2023-1096
ENG 2022071 |
| 11. | One-Year Value Blanket Renewal with San Diego Police Equipment and Dooley Enterprises for the 2024 Spokane Police Department ammunition order —\$195,000 for both vendors. (Council Sponsor: Council President Kinnear)
Jacqui MacConnell | Approve | OPR 2021-0731
RFQ 5494-21 |
| 12. | Approval to submit a Right of Way Encampment Resolution Program proposal to the State, which is due on October 25th, 2023. (Council Sponsor: Council President Kinnear)
Kim McCollim | Approve | OPR 2023-1104 |

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36452** **American Rescue Plan Fund**
- 1) Increase appropriation by \$391,484 funded from the city’s direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
 - 2) Reallocate the appropriation of \$4,000,000 previously appropriated for the purpose of affordable housing.
 - 3) Reallocate the appropriation of \$1,200,000 previously appropriated for the purpose of mobile medical services.

- 4) Reallocate the appropriation of \$300,000 previously appropriated for the purpose of eviction defense.
- 5) Reallocate the appropriation of \$112,587 previously appropriated for the purpose of administrative support/legal evaluation.
- 6) Reallocate the appropriation of \$120,000 previously appropriated for the purpose of a community engagement coordinator.
- A) Of the reallocated and increased appropriation, \$6,124,071 is provided solely for homelessness services.

and

Housing Local Sales Tax Fund

- 1) Increase appropriation by \$4,000,000.
- A) Of the increased appropriation \$4,000,000 is provided solely for affordable housing projects.

(This action arises from the need to provide appropriation authority to fund critical services and accessibilities to the community.) (Council Sponsors: Council Members Bingle, Wilkerson and Zappone)

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

ADJOURNMENT

The October 23, 2023, Regular Legislative Session of the City Council is adjourned to October 30, 2023.

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

NOTES



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/9/2023
Clerk's File #	OPR 2023-1067
Renews #	
Cross Ref #	
Project #	2023115
Bid #	
Requisition #	MASTER

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – GEOTECHNICAL ENGINEERING ON-CALL CONTRACT 2024-2025 BUDINGER

Agenda Wording

Consultant Agreement with Budinger & Associates, Inc., (Spokane Valley, WA) for Geotechnical Engineering On-Call Services for 2024-2025 - (Non-Federal) for an amount not to exceed \$800,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Geotechnical Engineering On-Call Services is for a period of two years with a one-year renewal option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 800,000.00

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES 9/25/23
Council Sponsor	Kinnear

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
ddaniels@spokanecity.org
dbuller@spokanecity.org
jradams@spokanecity.org
Signee: John Finnegan jfinnegan@budingerinc.com

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	On-call consultant contracts
Summary (Background)	<ul style="list-style-type: none"> • Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering, surveying, historic resources, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3rd year extension. • A request for qualifications (RFQ) will be advertised for these various consultants this fall. • We expect to bring these contracts to you this fall. These contracts will range in size from \$200,000 to \$800,000, with most being toward the lower end of that range except geotech engineering which is at the upper end of that range. • Funds expended under these contracts are reimbursed by the public works contract (generally water, sewer, storm sewer, streets or trail/sidewalk) for which the consultant is hired, generally using utility rates or state/federal loans/grants.
Proposed Council Action & Date:	For council consideration. The individual contracts will be placed on council agenda following completion of the RFQ process.
Fiscal Impact: Total Cost: \$200,000 - \$800,000 Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used. Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



City of Spokane
CONSULTANT AGREEMENT
**Title: 2024-2025 GEOTECHNICAL ENGINEERING
FOR NON-FED AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BUDINGER & ASSOCIATES, INC.**, whose address is 1101 North Fancher Road, Spokane, Valley, Washington, 99212 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to 2024-2025 On-Call Geotechnical Engineering Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City’s Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined geotechnical engineering work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

- 1. City personnel contact Consultant and describe overall project and needed geotechnical work.

2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in

accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant

employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations,

special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate

from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered

impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding

requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

BUDINGER & ASSOCIATES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

23-199

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

NADINE WOODWARD
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

2024-2025 GEOTECHNICAL ENGINEERING FOR NON- FED AID PROJECTS

City of Spokane, Washington

DUE DATE: MONDAY, OCTOBER 2, 2023
No later than 1:00 p.m.

DELIVERY: via email to: jradams@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in geotechnical engineering.

This will be an on-call type contract for up to \$800,000. There is no guaranteed minimum amount of work that will be directed to the consultant as a result of the contract that will be awarded pursuant to this RFQ.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 1, 2024 and to end on December 31, 2025 with an optional one-year extension.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 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 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services envisioned in this RFQ may include some or all of the following:

- Classification of soils by appropriate methods
- Determination of soil properties by appropriate means
- Determination of foundation and wall design parameters
- Pavement subgrade characterization and pavement design
- Evaluation of water mounding in relationship to stormwater injections
- Conducting geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
- Identification of restrictive infiltration layers below the ground surface
- Slope stability and groundwater seepage analysis
- Geotechnical report preparations
- Phase 1 and Phase 2 environmental site assessments
- Construction phase contaminated site assessments and recommendations for remediation
- Conducting special inspections or other geotechnical related construction phase inspections

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Jonathan Adams
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6267
E-Mail Address	jradams@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	Week of 9-11-23
Proposals due	10-2-23

Evaluate proposals, conduct oral interviews with finalists, if necessary	Weeks of 10-2-23 and 10-9-23
Announce selection, negotiate contract	Weeks of 10-16-23 and 10-23-23
City Council approval of contract	Weeks of 10-30-23 and 11-6-23
Contract signatures	Week of 11-6-23
Contract effective date	1-1-24

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to jradams@spokanecity.org. The email shall include subject line “SOQ – 2024-2025 Non Fed Aid On-Call Geotechnical Engineering”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email jradams@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 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 RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.
 - Classification of soils by appropriate methods
 - Determination of soil properties by appropriate means
 - Determination of foundation and wall design parameters
 - Pavement subgrade characterization and pavement design
 - Evaluation of water mounding in relationship to stormwater injections
 - Conducting geophysical studies, test borings, test excavations, infiltration testing, aquifer testing

- Identification of restrictive infiltration layers below the ground surface
 - Slope stability and groundwater seepage analysis
 - Geotechnical report preparations
 - Phase 1 and Phase 2 environmental site assessments
 - Construction phase contaminated site assessments and recommendations for remediation
 - Conducting special inspections or other geotechnical related construction phase inspections
2. A staffing plan listing:
- a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and 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. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	20%
Expertise and approach to various tasks described in Scope of Services (excluding special inspections)	45%
Conducting special inspections	15%
Past performance/references relevant to areas itemized above on similar projects	20%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 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. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 been 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://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.

6.2 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. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 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.

6.4 TERMINATION

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.

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.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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.

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.

6.5. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY 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; 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.

6.7 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.

6.8 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.

6.9 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; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this 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.

6.10 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. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

The City of Spokane in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Engineering Services at eraea@spokanecity.org or by calling 509-625-6700.

6.15 TITLE VI

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/9/2023
Clerk's File #	OPR 2023-1068
Renews #	
Cross Ref #	
Project #	2023115
Bid #	
Requisition #	MASTER

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – GEOTECHNICAL ENGINEERING ON-CALL CONTRACT 2024-2025 GEOENGINEERS

Agenda Wording

Consultant Agreement with GeoEngineers, Inc. (Spokane, WA) for Geotechnical Engineering On-Call Services for 2024-2025 - (Non-Federal) for an amount not to exceed \$800,000. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Geotechnical Engineering On-Call Services is for a period of two years with an optional one-year extension. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 800,000.00

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES 9/25/23
Council Sponsor	Kinnear

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
ddaniels@spokanecity.org
dbuller@spokanecity.org
jradams@spokanecity.org
Signee: Teresa Dugger tdugger@geoengineers.com

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	On-call consultant contracts
Summary (Background)	<ul style="list-style-type: none"> • Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering, surveying, historic resources, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3rd year extension. • A request for qualifications (RFQ) will be advertised for these various consultants this fall. • We expect to bring these contracts to you this fall. These contracts will range in size from \$200,000 to \$800,000, with most being toward the lower end of that range except geotech engineering which is at the upper end of that range. • Funds expended under these contracts are reimbursed by the public works contract (generally water, sewer, storm sewer, streets or trail/sidewalk) for which the consultant is hired, generally using utility rates or state/federal loans/grants.
Proposed Council Action & Date:	For council consideration. The individual contracts will be placed on council agenda following completion of the RFQ process.
Fiscal Impact: Total Cost: \$200,000 - \$800,000 Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used. Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



City of Spokane
CONSULTANT AGREEMENT
**Title: 2024-2025 GEOTECHNICAL ENGINEERING
FOR NON-FED AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington, 99202 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to 2024-2025 On-Call Geotechnical Engineering Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City’s Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined geotechnical engineering work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.

2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in

accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant

employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations,

special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate

from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered

impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding

requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GEOENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

23-198

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

NADINE WOODWARD
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

2024-2025 GEOTECHNICAL ENGINEERING FOR NON- FED AID PROJECTS

City of Spokane, Washington

DUE DATE: MONDAY, OCTOBER 2, 2023
No later than 1:00 p.m.

DELIVERY: via email to: jradams@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in geotechnical engineering.

This will be an on-call type contract for up to \$800,000. There is no guaranteed minimum amount of work that will be directed to the consultant as a result of the contract that will be awarded pursuant to this RFQ.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 1, 2024 and to end on December 31, 2025 with an optional one-year extension.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 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 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services envisioned in this RFQ may include some or all of the following:

- Classification of soils by appropriate methods
- Determination of soil properties by appropriate means
- Determination of foundation and wall design parameters
- Pavement subgrade characterization and pavement design
- Evaluation of water mounding in relationship to stormwater injections
- Conducting geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
- Identification of restrictive infiltration layers below the ground surface
- Slope stability and groundwater seepage analysis
- Geotechnical report preparations
- Phase 1 and Phase 2 environmental site assessments
- Construction phase contaminated site assessments and recommendations for remediation
- Conducting special inspections or other geotechnical related construction phase inspections

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Jonathan Adams
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6267
E-Mail Address	jradams@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	Week of 9-11-23
Proposals due	10-2-23

Evaluate proposals, conduct oral interviews with finalists, if necessary	Weeks of 10-2-23 and 10-9-23
Announce selection, negotiate contract	Weeks of 10-16-23 and 10-23-23
City Council approval of contract	Weeks of 10-30-23 and 11-6-23
Contract signatures	Week of 11-6-23
Contract effective date	1-1-24

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to jradams@spokanecity.org. The email shall include subject line “SOQ – 2024-2025 Non Fed Aid On-Call Geotechnical Engineering”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email jradams@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 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 RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.
 - Classification of soils by appropriate methods
 - Determination of soil properties by appropriate means
 - Determination of foundation and wall design parameters
 - Pavement subgrade characterization and pavement design
 - Evaluation of water mounding in relationship to stormwater injections
 - Conducting geophysical studies, test borings, test excavations, infiltration testing, aquifer testing

- Identification of restrictive infiltration layers below the ground surface
 - Slope stability and groundwater seepage analysis
 - Geotechnical report preparations
 - Phase 1 and Phase 2 environmental site assessments
 - Construction phase contaminated site assessments and recommendations for remediation
 - Conducting special inspections or other geotechnical related construction phase inspections
2. A staffing plan listing:
- a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and 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. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	20%
Expertise and approach to various tasks described in Scope of Services (excluding special inspections)	45%
Conducting special inspections	15%
Past performance/references relevant to areas itemized above on similar projects	20%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 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. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 been 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://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.

6.2 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. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 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.

6.4 TERMINATION

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.

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.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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.

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.

6.5. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY 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; 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.

6.7 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.

6.8 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.

6.9 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; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this 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.

6.10 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. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

The City of Spokane in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Engineering Services at eraea@spokanecity.org or by calling 509-625-6700.

6.15 TITLE VI

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/10/2023
Clerk's File #	OPR 2023-1069
Renews #	
Cross Ref #	
Project #	2022042
Bid #	
Requisition #	CR 25526/BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD– STREET MAINT. CURB RAMPS (2022042) CAMERON REILLY LLC

Agenda Wording

Low Bid of Cameron-Reilly, LLC of Spokane, WA for the 2023 Street Maintenance Curb Ramps in the amount of \$1,175,715.00. An administrative reserve of \$117,571.50, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On October 9, 2023, bids were opened for the above project. The low bid was from Cameron-Reilly, LLC, in the amount of \$1,175,715.00, which is \$62,396.00 or 5% under the Engineer's Estimate; 2 other bids were received as follows: Bacon Concrete, Inc. - \$1,346,479.00 and National Native American Construction, Inc. - \$1,624,664.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 765,696.27
Expense	\$ 412,214.33
Expense	\$ 115,375.90
Select	\$

Budget Account

3200 49828 42300 54201 86107
3200 47110 42300 54201 86107
3200 49828 42300 54201 86107
#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	BEATTIE, LAUREN
For the Mayor	CODDINGTON, BRIAN

Council Notifications

Study Session\Other	PIES 5/22/2023
Council Sponsor	Kinnear
Distribution List	
	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org

Additional Approvals

Purchasing	NECHANICKY, JASON	ddaniels@spokanecity.org
		jgraff@spokanecity.org
		pyoung@spokanecity.org
		Signee:Mike Reilly mike@cameron-reilly.com

Briefing Paper

PIES

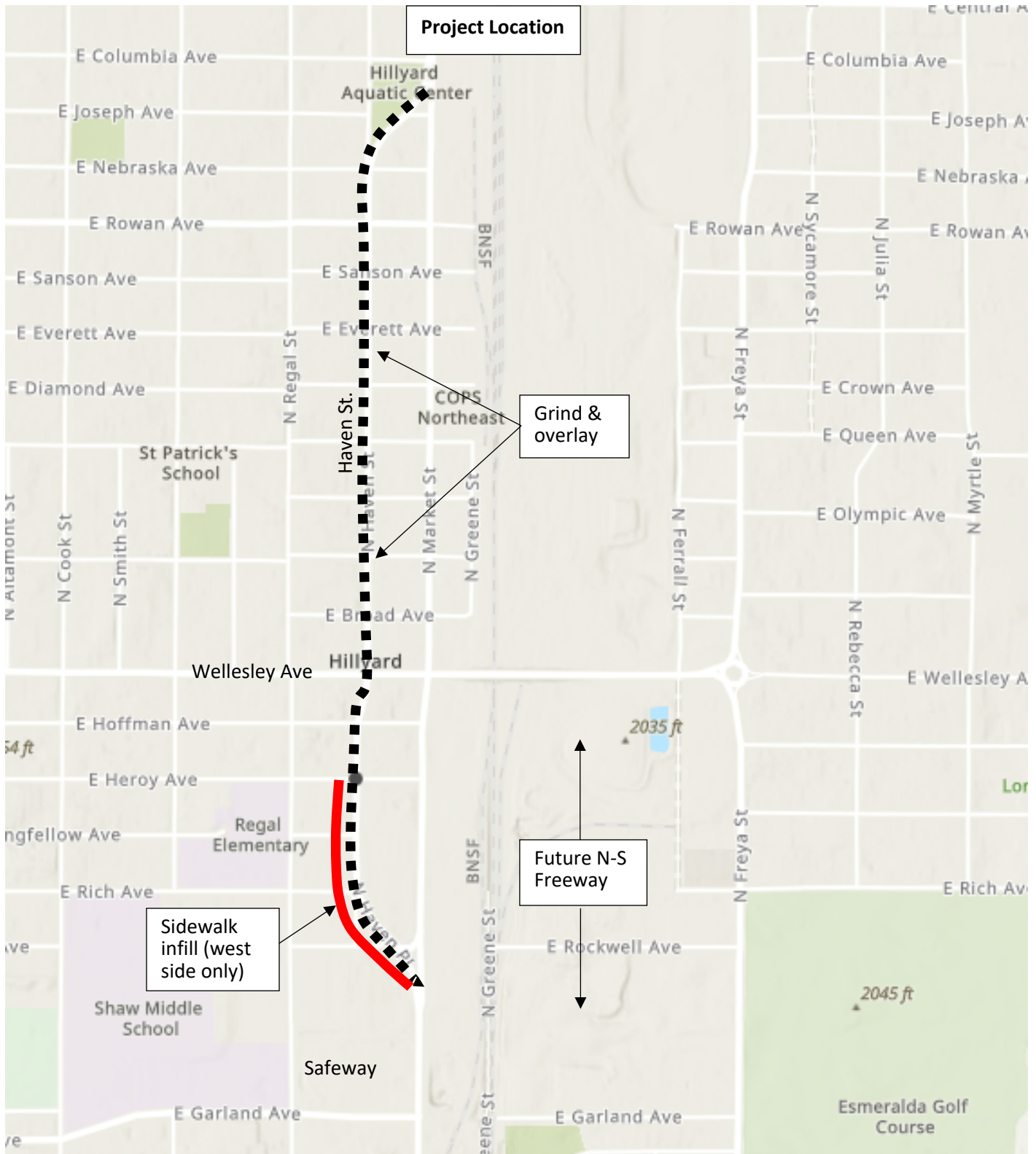
Submitting Department:	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Street Maintenance ADA Curb Ramps
Summary (Background)	<ul style="list-style-type: none"> Every year the city Street Dept. grinds and overlays various streets through the city. These projects generate the need for curb ramp installation or replacements. The street dept does not have the manpower or expertise to construct concrete curb ramps complying with ADA This project constructs curb ramps from Street Dept. grind and overlay projects on city arterials. Because the ramps are spread out throughout town, no exhibit is attached. This project is paid with local funds.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. This project is planned to advertise in about July, 2023 and be constructed in late summer/fall 2023, possibly extending into spring 2024
<ul style="list-style-type: none"> Fiscal Impact: Total Cost: This project is expected to cost about \$600,000. <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</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?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.





City of Spokane
PUBLIC WORKS CONTRACT
Title: **2023 STREET MAINTENANCE
CURB RAMPS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CAMERON-REILLY, LLC**, whose address is 309 North Park Road, Spokane Valley, Washington 99212 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 **2023 STREET MAINTENANCE CURB RAMPS.**
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 2023, 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. 2021070 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 \$1,175,715.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

18. **EXECUTIVE ORDER 11246.**

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

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

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

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

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

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

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

CAMERON-REILLY, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

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

PAYMENT BOND

We, **CAMERON-REILLY, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED FIFTEEN AND NO/100 DOLLARS (\$1,175,715.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2023 STREET MAINTENANCE CURB RAMPS**. 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 _____.

CAMERON-REILLY, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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 therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **CAMERON-REILLY, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED FIFTEEN AND NO/100 DOLLARS (\$1,175,715.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2023 STREET MAINTENANCE CURB RAMPS**. 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 _____

CAMERON-REILLY, LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 7,000.00	\$ 7,000.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 990.00	\$ 990.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 500.00	\$ 500.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 6,500.00	\$ 6,500.00
6	MOBILIZATION	1.00 LS	\$ 112,576.00	\$ 112,576.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 65,000.00	\$ 65,000.00
8	WORK ZONE SAFETY CONTINGENCY	10,000.00 FA	\$ 1.00	\$ 10,000.00
9	SEQUENTIAL ARROW SIGNS	408.00 HR	\$ 3.00	\$ 1,224.00
10	CLEARING AND GRUBBING	1.00 LS	\$ 24,000.00	\$ 24,000.00
11	SIDEWALK CLEANING	1.00 LS	\$ 4,000.00	\$ 4,000.00
12	TREE ROOT TREATMENT	10.00 EA	\$ 850.00	\$ 8,500.00

13	TREE PROTECTION ZONE	14.00 EA	\$	450.00	\$	6,300.00
14	REMOVE TREE, CLASS I	1.00 EA	\$	850.00	\$	850.00
15	TREE PRUNING	14.00 EA	\$	450.00	\$	6,300.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	14,000.00	\$	14,000.00
17	REMOVE EXISTING CURB	3,286.00 LF	\$	15.00	\$	49,290.00
18	REMOVE EXISTING CURB AND GUTTER	254.00 LF	\$	20.00	\$	5,080.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2,225.00 SY	\$	42.00	\$	93,450.00
20	SAWCUTTING CURB	192.00 EA	\$	35.00	\$	6,720.00
21	SAWCUTTING RIGID PAVEMENT	3,170.00 LFI	\$	1.50	\$	4,755.00
22	SAWCUTTING FLEXIBLE PAVEMENT	5,380.00 LFI	\$	1.00	\$	5,380.00
23	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	5,070.00 LFI	\$	1.50	\$	7,605.00
24	CONTROLLED DENSITY FILL	10.00 CY	\$	200.00	\$	2,000.00
25	CSTC FOR SIDEWALK AND DRIVEWAYS	130.00 CY	\$	200.00	\$	26,000.00
26	COMMERCIAL HMA	60.00 TON	\$	350.00	\$	21,000.00
27	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	270.00 SY	\$	65.00	\$	17,550.00

28	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	605.00 SY	\$	75.00	\$	45,375.00
29	PAVEMENT REPAIR EXCAVATION INCL. HAUL	875.00 SY	\$	26.00	\$	22,750.00
30	COMMERCIAL CONCRETE	10.00 CY	\$	200.00	\$	2,000.00
31	CEMENT CONCRETE CURB WALL	20.00 LF	\$	125.00	\$	2,500.00
32	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	2.00 EA	\$	1,850.00	\$	3,700.00
33	ESC LEAD	1.00 LS	\$	1,000.00	\$	1,000.00
34	INLET PROTECTION	46.00 EA	\$	125.00	\$	5,750.00
35	TOPSOIL TYPE A, 2 INCH THICK	834.00 SY	\$	7.50	\$	6,255.00
36	HYDROSEEDING	178.00 SY	\$	7.00	\$	1,246.00
37	SOD INSTALLATION	680.00 SY	\$	26.00	\$	17,680.00
38	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	38,000.00	\$	38,000.00
39	CEMENT CONCRETE CURB	2,830.00 LF	\$	32.50	\$	91,975.00
40	CEMENT CONCRETE CURB AND GUTTER	2,538.00 LF	\$	41.00	\$	104,058.00
41	CEMENT CONCRETE DRIVEWAY	48.00 SY	\$	150.00	\$	7,200.00
42	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	12,500.00	\$	12,500.00

43	REFERENCE AND REESTABLISH SURVEY MONUMENT	30.00 EA	\$	700.00	\$	21,000.00
44	CEMENT CONCRETE SIDEWALK	2,198.00 SY	\$	75.00	\$	164,850.00
45	RAMP DETECTABLE WARNING	768.00 SF	\$	30.00	\$	23,040.00
46	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	45,000.00	\$	45,000.00
47	MAGNOLIA PED LOOP SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	3,400.00	\$	3,400.00
48	REINFORCED DOWELED CURB	980.00 LF	\$	28.00	\$	27,440.00
49	TRAFFIC ISLAND CONCRETE	195.00 SY	\$	115.00	\$	22,425.00
Schedule A-1 Subtotal					\$	<u>1,175,715.00</u>
Summary of Bid Items					Bid Total	\$ <u>1,175,715.00</u>

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

Project Number **2022042**

Project Description 2022 ADA Ramps for 2023 Street Maintenance Work **Original Date**

10/9/2023 2:08:00 PM

Project Number: 2022042			Engineer's Estimate		CAMERON-REILLY LLC (Submitted)		BACON CONCRETE INC (Submitted)		NATIONAL NATIVE AMERICAN CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	3,000.00	3,000.00	7,000.00	\$7,000.00	19,000.00	\$19,000.00	26,000.00	\$26,000.00
2	APPRENTICE UTILIZATION	1 LS	5,000.00	5,000.00	990.00	\$990.00	15,000.00	\$15,000.00	26,000.00	\$26,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,200.00	1,200.00	500.00	\$500.00	2,000.00	\$2,000.00	1,200.00	\$1,200.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	6,500.00	\$6,500.00	15,000.00	\$15,000.00	16,652.00	\$16,652.00
6	MOBILIZATION	1 LS	102,000.00	102,000.00	112,576.00	\$112,576.00	130,000.00	\$130,000.00	105,000.00	\$105,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	100,000.00	100,000.00	65,000.00	\$65,000.00	145,000.00	\$145,000.00	120,000.00	\$120,000.00
8	WORK ZONE SAFETY CONTINGENCY	10000 FA	1.00	10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00
9	SEQUENTIAL ARROW SIGNS	408 HR	8.00	3,264.00	3.00	\$1,224.00	10.00	\$4,080.00	6.00	\$2,448.00
10	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	24,000.00	\$24,000.00	6,000.00	\$6,000.00	19,550.00	\$19,550.00
11	SIDEWALK CLEANING	1 LS	5,000.00	5,000.00	4,000.00	\$4,000.00	7,000.00	\$7,000.00	19,500.00	\$19,500.00
12	TREE ROOT TREATMENT	10 EA	800.00	8,000.00	850.00	\$8,500.00	900.00	\$9,000.00	963.00	\$9,630.00
13	TREE PROTECTION ZONE	14 EA	300.00	4,200.00	450.00	\$6,300.00	400.00	\$5,600.00	450.00	\$6,300.00
14	REMOVE TREE, CLASS I	1 EA	1,200.00	1,200.00	850.00	\$850.00	2,000.00	\$2,000.00	835.00	\$835.00
15	TREE PRUNING	14 EA	450.00	6,300.00	450.00	\$6,300.00	400.00	\$5,600.00	450.00	\$6,300.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	14,000.00	\$14,000.00	7,000.00	\$7,000.00	23,000.00	\$23,000.00
17	REMOVE EXISTING CURB	3286 LF	12.00	39,432.00	15.00	\$49,290.00	14.00	\$46,004.00	13.00	\$42,718.00
18	REMOVE EXISTING CURB AND GUTTER	254 LF	12.00	3,048.00	20.00	\$5,080.00	20.00	\$5,080.00	21.00	\$5,334.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2225 SY	25.00	55,625.00	42.00	\$93,450.00	18.00	\$40,050.00	24.00	\$53,400.00
20	SAWCUTTING CURB	192 EA	45.00	8,640.00	35.00	\$6,720.00	40.00	\$7,680.00	6.00	\$1,152.00
21	SAWCUTTING RIGID PAVEMENT	3170 LFI	1.50	4,755.00	1.50	\$4,755.00	4.00	\$12,680.00	3.00	\$9,510.00
22	SAWCUTTING FLEXIBLE PAVEMENT	5380 LFI	1.00	5,380.00	1.00	\$5,380.00	2.00	\$10,760.00	3.00	\$16,140.00
23	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	5070 LFI	1.30	6,591.00	1.50	\$7,605.00	3.25	\$16,477.50	3.00	\$15,210.00
24	CONTROLLED DENSITY FILL	10 CY	180.00	1,800.00	200.00	\$2,000.00	200.00	\$2,000.00	225.00	\$2,250.00
25	CSTC FOR SIDEWALK AND DRIVEWAYS	130 CY	250.00	32,500.00	200.00	\$26,000.00	160.00	\$20,800.00	561.00	\$72,930.00
26	COMMERCIAL HMA	60 TON	300.00	18,000.00	350.00	\$21,000.00	350.00	\$21,000.00	424.00	\$25,440.00
27	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	270 SY	50.00	13,500.00	65.00	\$17,550.00	74.00	\$19,980.00	75.00	\$20,250.00

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

<i>Project Number: 2022042</i>			<i>Engineer's Estimate</i>		CAMERON-REILLY LLC (Submitted)		BACON CONCRETE INC (Submitted)		NATIONAL NATIVE AMERICAN 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>
28	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	605 SY	65.00	39,325.00	75.00	\$45,375.00	81.00	\$49,005.00	91.00	\$55,055.00
29	PAVEMENT REPAIR EXCAVATION INCL. HAUL	875 SY	40.00	35,000.00	26.00	\$22,750.00	48.00	\$42,000.00	69.00	\$60,375.00
30	COMMERCIAL CONCRETE	10 CY	180.00	1,800.00	200.00	\$2,000.00	200.00	\$2,000.00	300.00	\$3,000.00
31	CEMENT CONCRETE CURB WALL	20 LF	110.00	2,200.00	125.00	\$2,500.00	95.00	\$1,900.00	161.00	\$3,220.00
32	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	2 EA	1,200.00	2,400.00	1,850.00	\$3,700.00	1,000.00	\$2,000.00	1,623.00	\$3,246.00
33	ESC LEAD	1 LS	2,000.00	2,000.00	1,000.00	\$1,000.00	2,500.00	\$2,500.00	16,035.00	\$16,035.00
34	INLET PROTECTION	46 EA	120.00	5,520.00	125.00	\$5,750.00	100.00	\$4,600.00	193.00	\$8,878.00
35	TOPSOIL TYPE A, 2 INCH THICK	834 SY	20.00	16,680.00	7.50	\$6,255.00	12.00	\$10,008.00	9.00	\$7,506.00
36	HYDROSEEDING	178 SY	5.00	890.00	7.00	\$1,246.00	15.00	\$2,670.00	8.00	\$1,424.00
37	SOD INSTALLATION	680 SY	25.00	17,000.00	26.00	\$17,680.00	25.00	\$17,000.00	31.00	\$21,080.00
38	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	6,000.00	6,000.00	38,000.00	\$38,000.00	14,000.00	\$14,000.00	41,103.00	\$41,103.00
39	CEMENT CONCRETE CURB	2830 LF	50.00	141,500.00	32.50	\$91,975.00	38.00	\$107,540.00	49.00	\$138,670.00
40	CEMENT CONCRETE CURB AND GUTTER	2538 LF	50.00	126,900.00	41.00	\$104,058.00	48.00	\$121,824.00	54.00	\$137,052.00
41	CEMENT CONCRETE DRIVEWAY	48 SY	100.00	4,800.00	150.00	\$7,200.00	117.00	\$5,616.00	128.00	\$6,144.00
42	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	3,500.00	3,500.00	12,500.00	\$12,500.00	9,500.00	\$9,500.00	11,560.00	\$11,560.00
43	REFERENCE AND REESTABLISH SURVEY MONUMENT	30 EA	900.00	27,000.00	700.00	\$21,000.00	675.00	\$20,250.00	706.00	\$21,180.00
44	CEMENT CONCRETE SIDEWALK	2198 SY	90.00	197,820.00	75.00	\$164,850.00	108.00	\$237,384.00	135.00	\$296,730.00
45	RAMP DETECTABLE WARNING	768 SF	30.00	23,040.00	30.00	\$23,040.00	30.00	\$23,040.00	45.00	\$34,560.00
46	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	24,000.00	24,000.00	45,000.00	\$45,000.00	36,000.00	\$36,000.00	44,314.00	\$44,314.00
47	MAGNOLIA PED LOOP SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	14,000.00	14,000.00	3,400.00	\$3,400.00	4,000.00	\$4,000.00	3,147.00	\$3,147.00
48	REINFORCED DOWELED CURB	980 LF	60.00	58,800.00	28.00	\$27,440.00	20.00	\$19,600.00	41.00	\$40,180.00
49	TRAFFIC ISLAND CONCRETE	195 SY	100.00	19,500.00	115.00	\$22,425.00	150.00	\$29,250.00	69.00	\$13,455.00
Bid Total			\$1,238,111.00		\$1,175,715.00		\$1,346,479.50		\$1,624,664.00	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,238,111.00	0.00	0.00	0.00	1,238,111.00
CAMERON-REILLY LLC (Submitted)	1,175,715.00	0.00	0.00	0.00	1,175,715.00
BACON CONCRETE INC (Submitted)	1,346,479.50	0.00	0.00	0.00	1,346,479.50
NATIONAL NATIVE AMERICAN CONSTRUCTION INC (Submitted)	1,624,664.00	0.00	0.00	0.00	1,624,664.00

Low Bid Contractor: CAMERON-REILLY LLC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,175,715.00	1,238,111.00	5.04 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	1,175,715.00	1,238,111.00	5.04 % Under Estimate



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/10/2023
Clerk's File #	OPR 2023-1070
Renews #	
Cross Ref #	
Project #	2022083
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – SEWER EXTENSION EASEMENT TO HWY 195

Agenda Wording
Public Utility Access Easement and Temporary Construction Easement with Latah Creek Plaza, LLC in conjunction with the Marshall Road Transmission Main Phase 3 for an amount of \$135,000.00.

Summary (Background)
As part of the Marshall Road Transmission Main, the City requires an easement across a portion of 4235 S. Cheney-Spokane Road (parcel 35313.0044). This easement provides for a sewer main extension to Highway 195.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 4250-43387-94350-56501-10162	# 135,000.00
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BULLER, DAN	Study Session\Other	PIES 9/25/23
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		ddaniels@spokanecity.org	
		dbuller@spokanecity.org	
		jradams@spokanecity.org	
		kwarren@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Committee Date	9-25-23
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Sewer Easement Along Hwy 195 Corridor
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> As growth occurs along the Hwy 195 corridor, the water department is upgrading its infrastructure to support that growth. At the July PIES meeting, we presented a briefing paper with an explanation of the overall Marshall Rd. Water Main project as well as the attached exhibit. Most of the construction pictured is planned for 2024. In addition to the water main work, the Wastewater Department plans to extend its trunk main as shown in yellow on the attached exhibit. To connect this trunk main extension to the existing trunk main network, the sewer main must cross the privately owned parcel on which Yokes grocery store sits. Engineering Services has negotiated an easement for this private property crossing. The parcel owner will grant this easement in exchange for \$6.50/SF which results in a total cost of \$135,000. Going around this parcel would be significantly more expensive than going across this parcel. Money for this easement payment would come from Wastewater funds anticipated for this project.
Proposed Council Action	Approval of payment for easement
Fiscal Impact \$135,000 Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to	

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

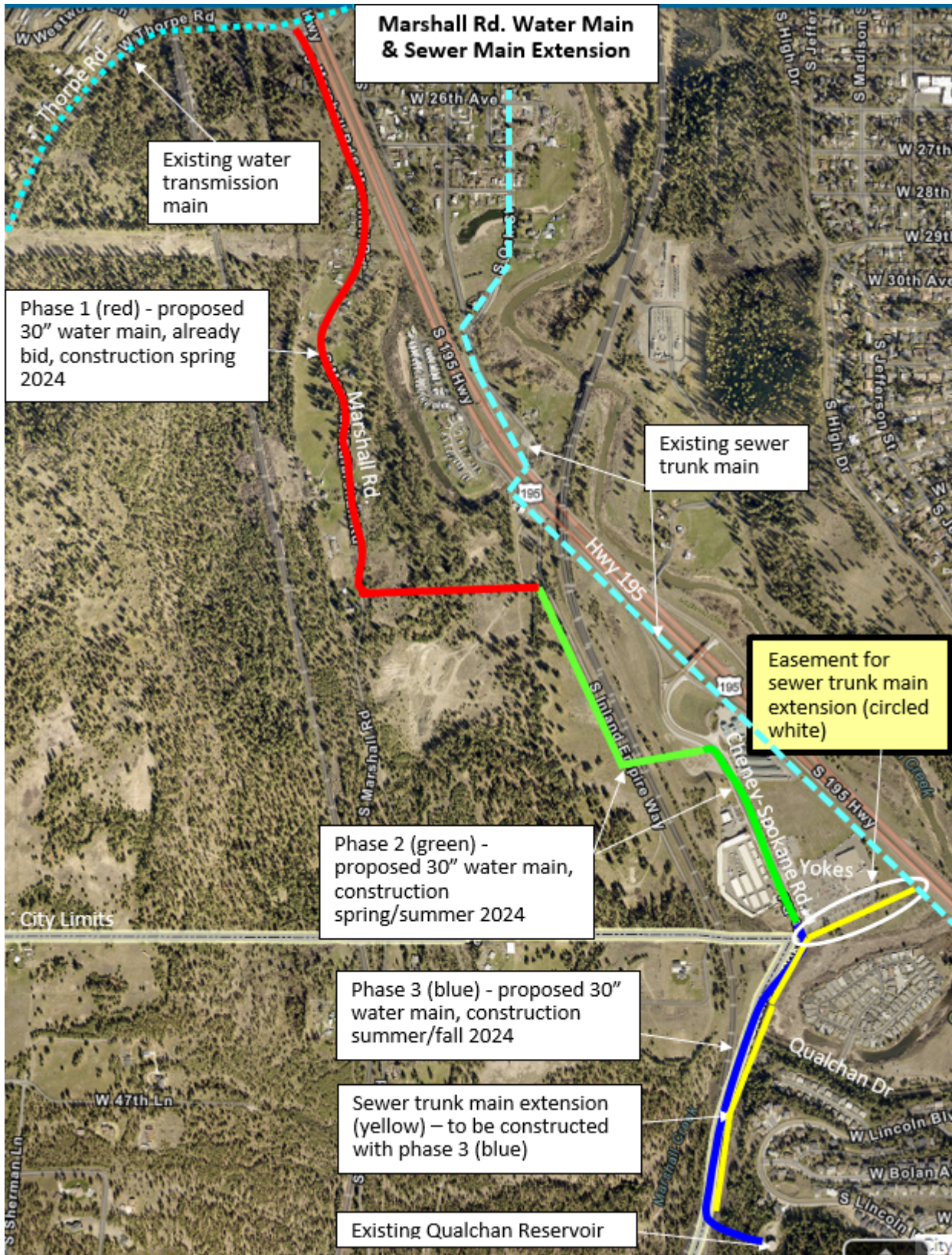
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201

Document Title: Public Utility Easement
Grantor(s): Latah Creek Plaza, LLC
Grantee(s): City of Spokane
Legal Description: See Exhibit "A"
Assessor's Tax Parcel Number: 35313.0044

PUBLIC UTILITY ACCESS EASEMENT

This Public Utility Easement ("Easement") is made and executed this _____ day of _____, 2023, by LATAH CREEK PLAZA, LLC, a Washington Limited Liability Company ("Grantor"), and the CITY OF SPOKANE, a Washington municipal corporation ("City" or "Grantee"), hereinafter jointly referred to as "Parties".

WHEREAS, Grantor is the owner of certain land located in the City and County of Spokane, Washington, which is legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Easement Area"):

WHEREAS, Grantor is desirous of granting the City a utility easement over, under, through, across, and upon those portions of the Easement Area for public underground utility purposes, including, without limitation, a public sewer main;

NOW, THEREFORE, in consideration of One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000.00) and curb to curb repaving of the access road above the proposed sewer main, the mutual covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the City agree as follows:

1. **Easement.** Grantor hereby grants, conveys, warrants and delivers to the City a perpetual Easement on, over, under, through, across, and upon the Easement Area (as depicted in Exhibit "A" and described in Exhibit "B-1") for purposes of installing, operating, maintaining, repairing, removing and/or replacing an underground sewer main and related appurtenances (the "Sewer Main") and a temporary Easement (as depicted in Exhibit "A"

and described in Exhibit “B-2”) for the same purposes. The temporary Easement shall expire 40 business days from the first day of on-site work.

2. **Purpose.** This Easement is granted for the purposes of allowing the City, through its officers, employees, contractors and agents, at all times to enter the Easement Area for the purpose of installing, operating, maintaining, repairing, removing and/or replacing an underground Sewer Main and related appurtenances , together with such access via Grantor’s adjacent land as the City deems necessary in its sole discretion.

3. **Non-Exclusive.** The Easement shall be non-exclusive; provided, however, Grantor shall not grant or convey any interest that materially conflicts with the interest of the City under this Easement, or allow others to obstruct, impair or interfere with the Easement or the Sewer Main installed therein.

4. **Obstructions.** Neither Grantor, nor its successors or assigns shall erect or place any improvement(s) within the Easement Area without the prior written approval of the City’s Director of Public Works & Utilities (“Permitted Improvements”), which approval shall not be unreasonably withheld. In the event improvements of any type are placed over the Easement Area without the City’s consent, it will be the responsibility of the Grantor to bear all the costs to replace any such improvements should the City of Spokane have to disrupt the improvement for the repair, maintenance, reconstruction, removal or replacement of the Sewer Main and/or related appurtenances.

5. **Ownership of Utilities.** The Sewer Main placed within the Easement Area shall remain the property of the City, with the City retaining authority over the utilities and related appurtenances.

6. **Condition of Easement Property.** Upon each and every occasion that the City installs, repairs, maintains, removes, and/or replaces the Sewer Main, it shall restore the Easement Area and Permitted Improvements to the condition such Easement Area and Permitted Improvements were in prior to any such installation or work, to the extent any damage or disturbance of the Easement Area and Permitted Improvements was caused by the City’s installation, repair, maintenance, removal and/or replacement of the Sewer Main.

7. **Successors.** The agreements contained herein and the rights granted hereby shall run with the title to the Easement Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

8. **Utility Service.** Nothing in this Easement or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services, or to pay for any service connections, or installations near or adjacent to the Easement.

9. **Indemnification.** The Grantor and the City shall each defend, indemnify, hold and save harmless the other from all loss, damage, liability, or expense (including expense of

litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any property, caused by or resulting from any act or omission of each party's own comparative negligence, or from the comparative negligence of each parties' officers, agents or employees.

Dated this 18 day of September, 20 23.

LATAH CREEK PLAZA, LLC

By: David R. Black
Its: authorized signatory

CITY OF SPOKANE

By: _____
City Administrator

Attest:

City Clerk

Approved as to Form:

Assistant City Attorney

STATE OF WASHINGTON :
 : ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this 28th day of September, 20 23, David R. Black signed this instrument, on oath state that (she/he/they) is/are authorized to execute the instrument as an Authorized Signatory of LATAH CREEK PLAZA, LLC, and

acknowledged it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Marti Bezdicek
 Notary Public in and for the State of
 Washington, residing at Spokane
 My commission expires: 7/29/26

STATE OF WASHINGTON)
) ss.
 County of Spokane)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the _____, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

NOTARY SEAL

 Notary Public in and for the State of
 Washington, residing at Spokane.
 Appointment expires: _____

EXHIBIT B-1

Permanent Easement

A 25.00-foot strip of land in the Southwest Quarter of the Southwest Quarter of Section 31, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, State of Washington, the centerline of said 25.00-foot strip of land is more particularly described as follows:

Commencing at a 3" Aluminum Cap marking the Southwest Corner of said Section 31, thence North 87°54'31" East a distance of 605.70 feet to a 5/8" rebar with cap #37549 as shown on Spokane County Record of Survey, Auditors #6381480; thence North 27°15'11" East a distance of 54.46 feet to the centerline of Cheney-Spokane Road and being the **True Point of Beginning**;

Thence North 63°08'02" West a distance of 732.62 feet more or less to the East line of said Southwest Quarter of the Southwest Quarter of Section 31 and being the **Terminus** of this line description.

The sidelines of the above-described strip of land shall be prolonged or shortened, to terminate at said East line and the Easterly right of way line of said Cheney-Spokane Road.

Except all those portions of land lying within the right of way of Cheney-Spokane Road.



9/26/23

____ Initials

EXHIBIT B-2

Temporary Easement

Being two (2) 7.50 foot easements one lying 7.50 foot northerly of and one lying 7.50 foot Southerly of a permanent 25-foot easement in the Southwest Quarter of the Southwest Quarter of Section 31, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, State of Washington, the centerline of said 25.00-foot permanent easement is more particularly described as follows:

Commencing at a 3" Aluminum Cap marking the Southwest Corner of said Section 31, thence North 87°54'31" East a distance of 605.70 feet to a 5/8" rebar with cap #37549 as shown on Spokane County Record of Survey, Auditors #6381480; thence North 27°15'11" East a distance of 54.46 feet to the centerline of Cheney-Spokane Road and being the **True Point of Beginning**;

Thence North 63°08'02" West a distance of 732.62 feet more or less to the East line of said Southwest Quarter of the Southwest Quarter of Section 31 and being the **Terminus** of this line description.

The sidelines of the two (2) 7.50 foot temporary easements are to be prolonged or shortened, to terminate at said East line and the Easterly right of way line of said Cheney-Spokane Road.

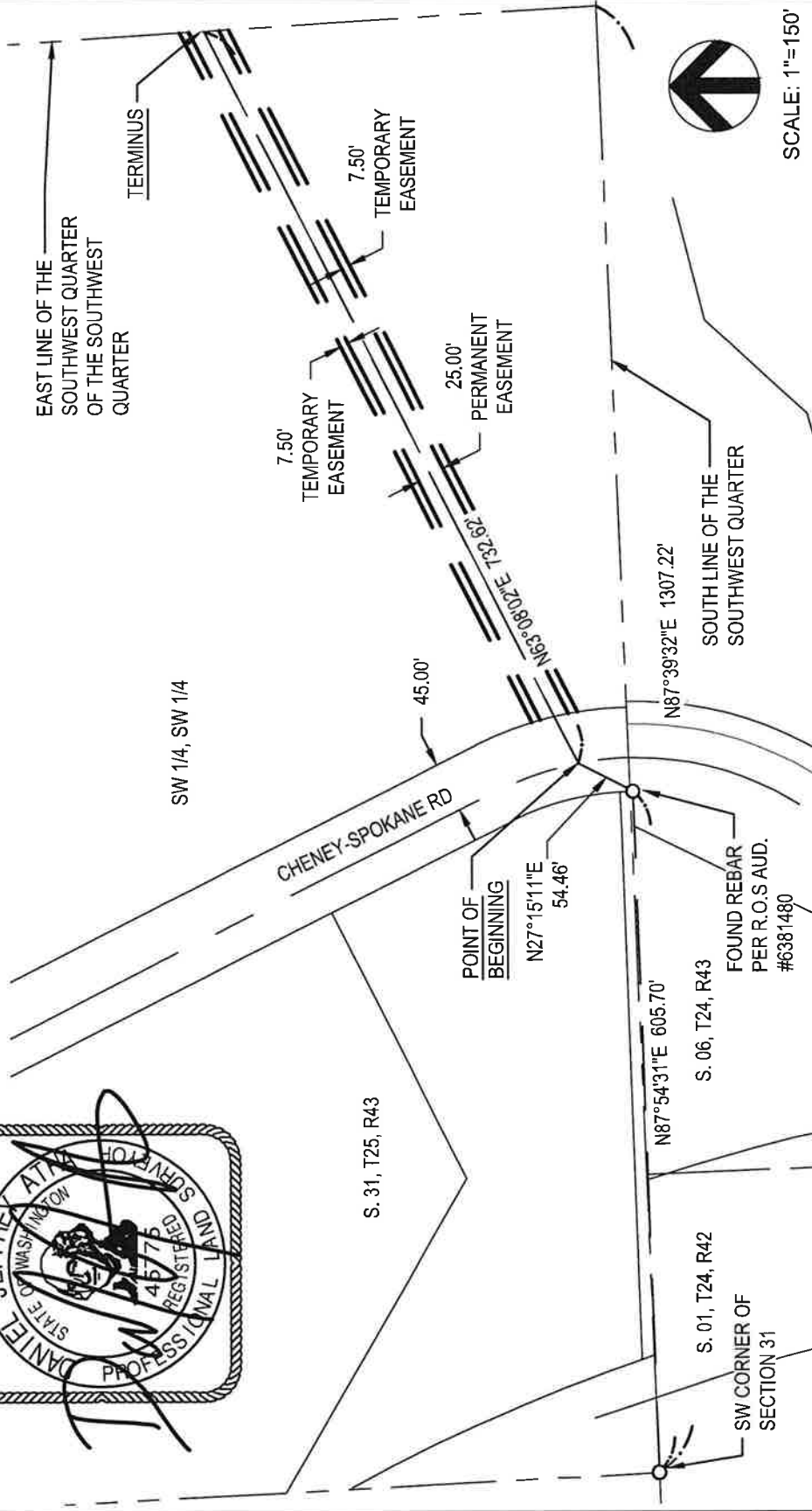
Except all those portions of land lying within the right of way of Cheney-Spokane Road.



9/26/23

____ Initials

CITY OF SPOKANE EASEMENTS
 SW 1/4 OF THE SW 1/4, SECTION 31, T25N,
 R43E, W.M., SPOKANE COUNTY, WA.



SCALE: 1"=150'

COFFMAN ENGINEERS	LOCATION: PARCEL 35313.0044 EASEMENTS, SPOKANE COUNTY, WA		EXHIBIT A
	CLIENT: CITY OF SPOKANE, WASHINGTON	DATE: 9/26/23	Initials

REAL PROPERTY VOUCHER

AGENCY NAME CITY OF SPOKANE 808 W. Spokane Falls Blvd. Spokane, WA 99201		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS) Latah Creek Plaza, LLC 801 W. Riverside Ave., Ste 400 Spokane, WA 99201		TIN/SSN: X	
PROJECT NO. AND TITLE 2022083 - Marshall Road Transmission Main Phase 3		X	
FEDERAL AID NO.	PARCEL NO. 35313.0044		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND: Approximately 18,300 sq. ft. permanent easement and temporary easement for construction.		+	\$135,000.00
IMPROVEMENTS: Repaving of access road above proposed sewer main.		+	
DAMAGES: Cost to Cure		+	
Proximity		+	
Other		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$135,000.00
REMAINDER: Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS: Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:			
		+	
ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID \$135,000.00
AUTHORIZED AGENT FOR AGENCY	DATE		



Agenda Sheet for City Council Meeting of:

10/23/2023

Date Rec'd	10/10/2023
Clerk's File #	OPR 2023-1071
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	COLIN QUINN- X6804 HURST
Contact E-Mail	CQUINNHURST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 - DIVISION TOD PILOT STUDY INTERLOCAL AGREEMENT

Agenda Wording

Interlocal Agreement between the City of Spokane, STA and Spokane County to carry out a grant award from the Federal Transit Administration as part of the Transit-Oriented Development Pilot Program.

Summary (Background)

This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program to conduct a land use policy assessment, zoning code analysis, and station area planning for select station areas along the Division Street corridor.

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

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	PIES 09/25/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Kinnear, CM Stratton
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SMITHSON, LYNDEN	smacdonald@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	sgardner@spokanecity.org	
Additional Approvals		tblack@spokanecity.org	
Purchasing		cquinnhurst@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	rbenzie@spokanecity.org	
		amccall@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning & Economic Development Services
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org ; 509-625-6804
Council Sponsor(s)	CP Kinnear and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Division TOD Interlocal Agreement
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program. This grant will fund a community visioning process, land use policy assessment, zoning code analysis, and station area planning for select sites along the Division Street corridor to plan for Transit-Oriented Development in support of planned Bus Rapid Transit.
Proposed Council Action	Approval
Fiscal Impact	
Total Cost: <u>\$5,000 per year in 2024 and 2025</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Planning General Fund	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
The recommendations of the Division TOD Pilot Study would support improved access to transit and transit-adjacent affordable housing for residents in historically underserved neighborhoods. Through multi-modal facilities and public right-of-way improvements, the proposals of this project would connect the adjacent sidewalk, bikeway and pathway networks, and provide arterial crossings and improvements along the Division Street corridor. These gaps in walk and bike facilities previously created barriers separating residents from parks, amenities and services. The land use proposals of this study will lay the groundwork for creating concentrated nodes of Transit-Oriented Development on the Division Street corridor around selected high-use transit station. Recommendations will also further shift policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The Division TOD Pilot Study will build on baseline data identifying existing demographics and land-use characteristics within the neighborhoods bordering the Division Street corridor between Downtown Spokane and the northern reaches of Division in Spokane County, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will also identify gaps in accessible infrastructure, services and land uses, seeking direct feedback from neighborhood residents on resulting proposals through social mapping exercises, surveys and community meetings.

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

This project will assess baseline conditions at focus areas, addressing transportation patterns, land use patterns, and demographic conditions. The project will include multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area will provide guidance and feedback throughout the study. The feedback obtained through these efforts, as well as through assessment of existing land use policies and development codes, will inform the selection of proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods to assess changes in conditions.

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

Chapter 3, Land Use:

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
- LU 4.6: Transit-Supported Development

Chapter 4, Transportation:

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

Chapter 7, Economic Development:

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project also aligns with previous studies and plans conducted by the Spokane Transit Authority and the City of Spokane to assess the potential for high-performance transit as well as suitability for transit-supportive land use and infrastructure investments. These studies include Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), the DivisionConnects Phase 2: Land Use and Active Transportation assessments (2022), as well as supportive neighborhood-level planning efforts including the [Logan Neighborhood Subarea Plan](#).

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE, THE COUNTY OF SPOKANE, AND THE SPOKANE TRANSIT AUTHORITY (“STA”), FOR DEVELOPMENT AND FUNDING OF DIVISION STREET TRANSIT-ORIENTED DEVELOPMENT (“TOD”) CORRIDOR PLAN

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the “CITY”, the COUNTY OF SPOKANE, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “COUNTY” and the SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, having offices for the transaction of business at 1230 West Boone Avenue, Spokane, Washington 99201, hereinafter referred to as “STA”, each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington (“RCW”) Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, in preparation of the planned Division Street Bus Rapid Transit (“BRT”) project, [linked here https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT-Phase-1-Report-Final-071023-with-appendices.pdf](https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT-Phase-1-Report-Final-071023-with-appendices.pdf)) and summarized in Exhibit A attached hereto, the CITY, COUNTY, and STA applied for the Fiscal Year 2021 Pilot Program for a Transit-Oriented Development Planning (“TOD”) grant from the United States Federal Transit Administration (FTA) to fund work that will yield the “Division Street TOD Corridor Plan”; and

WHEREAS, the corridor-wide TOD plan will build on the work completed in the DivisionConnects study, [linked here \(https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report-final2.pdf\)](https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report-final2.pdf) and summarized in Exhibit B attached hereto, to reimagine how the current highway arterial could transform into a multimodal corridor, teaming with accessible transit, a mix of jobs and housing, and abundant access for all; and

WHEREAS, grant funding received through the FTA’s TOD Pilot Program will aid in taking the next step of TOD planning for the Division Street corridor to comprehensively plan for BRT-centered, transit-oriented development along the entire corridor that addresses climate change, challenges facing environmental justice populations, and racial equity and barriers to opportunity; and

WHEREAS, this document updates the June 2021 Letter of Intent explaining the

partnership between the STA as the transit project sponsor and the City and the County as the entities within the project corridor with land use planning authority to conduct the comprehensive planning work; and

WHEREAS, in pursuit of planning for and implementing transit-supportive development along the Division Street corridor, the City, County, and STA will also continue to work closely with the Spokane Regional Transportation Council (SRTC), and the Washington State Department of Transportation (WSDOT) to carry out the collaborative TOD planning process for this TOD planning project.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Interlocal Agreement, it is agreed among the Parties:

SECTION 2: PURPOSE

The purpose of this Interlocal Agreement is to set forth the shared understanding of the CITY, COUNTY and the STA regarding generation of a Transit-Oriented Development (“TOD”) Plan for the Division Street Corridor, and funding for development of such Plan, utilizing a combination of both United States Federal Transit Administration (“FTA”) Pilot Program TOD grant monies awarded STA, and supportive cost-share funding from both the CITY and COUNTY as the land use authorities responsible for completing the federal grant work and deliverables.

SECTION 3: DURATION

The term of this Agreement shall begin on October 1, 2023 and end on December 31, 2026, or coincide with the TOD Pilot Program grant agreement schedules established by the Federal Transit Administration, currently scheduled for completion by December 31, 2026.

SECTION 4: RESPONSIBILITIES OF THE PARTIES

See attached Exhibit A for PARTIES’ RESPONSIBILITIES.

SECTION 5: RECORDS

All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

SECTION 6: JOINT BOARD

Pursuant to RCW 39.34.030(4)(a), the PARTIES will each appoint a representative from their respective agencies to a Joint Board who will administer the cooperative undertaking set forth in this Agreement.

SECTION 7: AGREEMENT TO BE FILED

Pursuant to RCW 39.34.040, prior to its entry into force, this AGREEMENT shall be filed with the County Auditor or, alternatively, listed by subject on each PARTIES

website or other electronically retrievable public source.

SECTION 8: FINANCING

See attached Exhibit A for PARTIES' RESPONSIBILITIES.

SECTION 9: AMENDMENTS

This Agreement may be amended by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

SECTION 10: SEVERABILITY.

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

SECTION 11: ANTI-KICKBACK

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

SECTION 12: ANTIDISCRIMINATION

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

SECTION 13: GOVERNING BODY APPROVAL ACTION

Pursuant to RCW 39.34.030(2), Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the Parties shall be necessary before this Agreement enters into force and effect.

SECTION 15: LEGAL RELATIONS

Individually, each Party to this Agreement shall protect, defend, indemnify and save harmless each other Party, its officers, officials, employees and agents from any and all costs, claims, judgment and/or awards of damages resulting from the negligent acts or omissions of its officers, officials, employees and agents acting with the scope of their employment arising out of or in connection with the performance of the Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Party, their officers, officials, employees and agents, an individual Party's liability hereunder shall be only to the extent of that Party's negligence.

SECTION 16: FORCE MAJEURE

In the event any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage accident or other casualty, weather event, act of God, any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under the Agreement. Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

SECTION 15: PUBLIC RECORDS ACT

Each Party to this Agreement understand and acknowledges that they are each subject to the Public Records Act, RCW 42.56 *et seq.*

SECTION 17: TERMINATION

- (a) This Agreement shall be effective upon the signature of all Parties.
- (b) A Party to this Agreement may terminate its participation by providing sixty (60) days written notice of termination to the other Parties. The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.
- (c) This Agreement also may be amended by the mutual written consent of the Parties authorized representatives.

SECTION 18: MISCELLANEOUS PROVISIONS

- (a) Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to renegotiation as provided in this Agreement.
- (b) Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

- (d) Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Arbitration shall be final and binding pursuant to RCW Chapter 7.04A.
- (e) Compliance with Laws. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Interlocal Agreement.
- (f) Non-waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- (g) Assignment/Binding Effect. Performance of any or all aspects of this Interlocal Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
- (h) Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- (i) Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- (j) Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
- (k) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same.

SECTION 19: RCW 39.34.030 REQUIRED CLAUSES

- (a) **DURATION:** As set forth in Section 3 above.
- (b) **ORGANIZATION:** As set forth in Section 6 above. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to otherwise administer this Agreement.
- (c) **PURPOSE:** As set forth in Section 2 above.
- (d) **RESPONSIBILITIES OF THE PARTIES:** As outlined in Exhibit A.
- (e) **FINANCING:** As set forth in Section 8 above. Each Party shall be responsible for the financing of its obligations through its budgetary process.
- (f) **TERMINATION AND DISPOSAL OF PROPERTY:** As set forth in Section 17 above. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each Party contributed to acquisition.
- (g) **ADMINISTRATOR OR JOINT BOARD:** As set forth in Section 6 above.
- (h) **AGREEMENT TO BE FILED:** As set forth in Section 7 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth opposite their respective signature block, the date of the last signature being the effective date of the Agreement.

Spokane County

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

JOSH KERNS, Vice Chair

AL FRENCH, Commissioner

AMBER WALDREF, Commissioner

CHRIS JORDAN, Commissioner

ATTEST

Ginna Vasquez
Clerk of the Board

City of Spokane

DATED: _____

Mayor

Approve as to form:

ATTEST _____

Spokane Transit Authority

DATED: _____

E. Susan Meyer
Chief Executive Officer

ATTEST

Dana Infalt
Clerk of the Board

EXHIBIT A

PARTIES’ RESPONSIBILITIES

CITY Role and Responsibilities

The City is the local municipality with jurisdiction over land use for the majority of the corridor length. As such, the City makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type
Assistant Planner II	Planning Services	\$83,790	Year 1 and 2	In-Kind Match
Associate Planner	Planning Services	\$82,857	Year 1 and 2	In-Kind Match
Principal Planner	Planning Services	\$3,193	Year 1 and 2	In-Kind Match
Planning Director	Planning Services	\$266.50	Year 1 and 2	In-Kind Match
Senior Engineer	Integrated Capital Management	\$2,886.40	Year 1 and 2	In-Kind Match
ICM Director	Integrated Capital Management	\$734.08	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount		Type
	Year 1	\$5,000		Cash Match
	Year 2	\$5,000		Cash Match
Subtotal				
	<i>Year 1</i>	\$86,864		
	<i>Year 2</i>	\$86,864		
Total Funding Commitments		\$183,726.98		

The City’s Planning Services Department has committed a cash match of \$5,000 from the fiscal year 2023 budget, and will commit \$5,000 from the fiscal year 2024 budget towards the minimum grant matching requirement outlined by the Federal Transit Administration. In addition to the cash match, the City is committing an in-kind match of dedicated staff time of \$86,864 each year of the two-year project.

The City agrees to provide staff support including but not limited to: dedicated Planning Services staff for project management and oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and a team of interdepartmental technical and professional staff to participate via the Project Management Team and Technical Advisory Committee.

The City, in concert with the County and STA, agrees to select and contract with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project. The City shall use its reasonable business judgment, as it deems appropriate, in bidding and awarding contracts for the work associated with the project. A representative from the County and STA will be included in the consultant selection process and in the preparation of the final scope of work.

As technical analysis of the bus-rapid transit line along Division Street continues, the City shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.

The City reserves the authority of the City Council as the final approval body of any comprehensive planning in the City to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor plan, pursuant to Spokane Municipal Code Title 17G.

COUNTY Role and Responsibilities

The County is the municipality with jurisdiction the northernmost portion of the corridor. As partner to the proposed work and the grant, Spokane County makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type
Assoc Planner	Building & Planning	\$19,686	Year 1 and 2	In-Kind Match
Senior Planner	Building & Planning	\$8,560	Year 1 and 2	In-Kind Match
Planning Director	Building & Planning	\$5,026	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount		Type
	Year 1	\$2,500		Cash Match
	Year 2	\$2,500		Cash Match
Subtotal				
	<i>Year 1</i>	\$35,772		
	<i>Year 2</i>	\$35,772		

Total Funding Commitments	\$71,544
----------------------------------	-----------------

The Spokane County Commissioners are in support of \$5,000 cash match over two years, and \$71,544 in-kind matching towards the grant matching requirement outlined by the Federal Transit Administration. Roles and responsibilities of the County are further described below:

- The County agrees to provide staff support including but not limited to: dedicated Planning Department staff for project oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and to participate in the Project Management Team; additionally, a County engineering staffer will provide technical and professional support by participating in the Technical Advisory Committee.
- The County, in concert with the City and STA, will participate in the procurement and selection process, as well as task management, with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project.
- As technical analysis of the bus-rapid transit line along Division Street continues, the County shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- The County reserves the authority of the Spokane County Commissioners as the final approval body of any comprehensive planning in the County to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor Plan.

STA Roles and Responsibilities

STA is the transit project sponsor, the designated FTA grant recipient, and the region’s sole public transportation benefit area and public transportation provider. As such, the STA commits to the following roles and responsibilities:

- STA is the grant recipient and will reimburse the City of Spokane and Spokane County upon submittal of payment request/progress reports.
- As technical analysis for the bus-rapid transit line along Division Street continues, STA shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- STA agrees to provide staff support including but not limited to: designated staff to coordinate grant disbursement; support for public engagement; and staff participation on the Project Management Team and Technical Advisory Committee.



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/10/2023
Clerk's File #	OPR 2023-1072
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK X6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 - MFTE CONDITIONAL AGREEMENT - MARIETTA TOWNHOMES		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Olga & Raisa Fox for the future construction of approximately 4 units, at Parcel Number(s) 35081.4515, commonly known as 1222 E Marietta Ave.

Summary (Background)

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

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

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	UE 10/9/23
Division Director	GARDNER, SPENCER	Council Sponsor	CMs Bingle & Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	smacdonald@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	sgardner@spokanecity.org	
Additional Approvals		tstripes@spokanecity.org	
Purchasing		tblack@spokanecity.org	
		abeck@spokanecity.org	
		rbenzie@spokanecity.org	
		amccall@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

Olga Fox (signer) - oliafox@gmail.com



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>Marietta Townhomes</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>8-year Market Rate Exemption</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>Marietta Townhomes</u> at the October 23, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>4 units</u>, at <u>1222 E MARIETTA AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned <u>RSF</u> and the proposed use is allowed. Estimated Construction Costs: <u>900000</u> Located in the <u>Logan</u> neighborhood.
Fiscal Impact:	
Total Cost: <u>\$0</u>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

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

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

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

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

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and FOX, OLGA A / FOX, RAISA P, as “Owner/Taxpayer” whose business address is 6917 E 6TH AVE SPOKANE VALLEY, WA 99212.

WITNESSETH:

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

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

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

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

08-25-43: THE WEST 57FT OF LOTS 7 AND 8, BLOCK 23, WOLVERTON AND CONLAN'S ADDITION TO SPOKANE FALLS.

Assessor's Parcel Number(s) **35081.4515**,

commonly known as

1222 E MARIETTA AVE SPOKANE, WA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

By:

Mayor, Nadine Woodward

Attest:

City Clerk

FOX, OLGA A / FOX, RAISA P

By:

Its:

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/10/2023
Clerk's File #	OPR 2023-1073
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	2024 BUDGET

Submitting Dept	POLICE
Contact Name/Phone	ERIC OLSEN 835-4505
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1380 - 5-YEAR AGREEMENT WITH VERRA MOBILITY PHOTO ENFORCEMENT

Agenda Wording
 Agreement between City of Spokane (the City) and American Traffic Solutions (ATS), doing business as Verra Mobility, for continued operation of the photo enforcement program.

Summary (Background)
 The City has implemented a photo enforcement program to enforce traffic violations in accordance with section 46.63.170 of the Revised Code of Washington and City ordinance Chapter 16A.64 Automated Traffic Camera Systems. Verra Mobility was selected to provide services to implement and carry on this program.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 667,800(per year)	# 1380-24100-21700-54201-99999
Expense	\$ 456,000(per year)	# 1380-24104-21700-54201-99999
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	LUNDGREN, JUSTIN	Study Session\Other	PSCHC 10/02/2023
Division Director	LUNDGREN, JUSTIN	Council Sponsor	Council President Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	BEATTIE, LAUREN	eolsen@spokanepolice.org	
For the Mayor	CODDINGTON, BRIAN	For Verra: Dan.Reeb@verramobility.com	
Additional Approvals		spdfinance	
Purchasing		nzollinger@spokanecity.org	
		korlob@spokanecity.org	
		mharrington@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police Department
Contact Name	Maj. Eric Olsen
Contact Email & Phone	eolsen@spokanepolice.org 509-835-4505
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Photo Enforcement Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2006, members of the Public Safety Committee asked the Police Department to look into photo enforcement for the City. In March of 2008, a contract was signed with American Traffic Solutions, now Verra Mobility, to bring this traffic safety program to Spokane.</p> <p>Since then, two five-year extensions were granted, the last of which expires November 2023.</p> <p>This briefing paper is to submit the new contract for approval.</p>
Proposed Council Action	Approval of new contract
<p>Fiscal Impact</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Traffic Calming</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>This is a revenue generating program with funds going to the Traffic Calming Fund. It should be noted, Verra Mobility is reducing our monthly camera fee at a savings of approximately \$121,000 over the life of the contract.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Careful consideration and research, based on crash statistics among other factors, is given to placement of each camera system with the goal of reducing crashes and the severity of those crashes through enforcement of red lights and speed zones.</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 citations get issued to the registration of the car, not to a specific driver, so we have no way to collect this data.</p>	

OPR 2023-1073
PHOTO ENFORCEMENT SERVICES AGREEMENT

This Photo Enforcement Services Agreement includes the attached Exhibits (“Agreement”) and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (“Verra Mobility”) and the City of Spokane, Washington (“Customer”).

WHEREAS, Customer has implemented a photo enforcement program to enforce traffic violations (the “Program”) in accordance with section 46.63.170 of the Revised Code of Washington and City ordinance Chapter 16A.64 Automated Traffic Camera Systems;

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System “BOS”, including certain knowledge, equipment, licenses, and the processes for processing Events;

WHEREAS, Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program;

WHEREAS, Customer desires to use the Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program;

WHEREAS, Customer has determined that it has the authority to enter into this Agreement in compliance with the laws, regulations, and policies applicable to it, including procurement laws, regulations, and policies.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page (“Effective Date”).

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF SPOKANE, WASHINGTON

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: _____ Date _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach”: One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed upon the mutual agreement of the parties.

“Back-Office System” or “BOS”: The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts. The BOS also includes the case management and adjudication processing module for Customer’s Spokane Municipal Court (“Court”).

“Halo 3”: Verra Mobility’s new multipurpose radar-based detection Camera System.

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or “Camera”: A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable) and traffic monitoring device, including the wiring associated with each, capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle. **“Camera System”** may refer to either a Red Light Safety Camera System or a Fixed Speed Safety Camera System, depending on the context.

“Change Order Notice”: Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

“Change Order Proposal”: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

“Citation”: A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the BOS.

“Designated Safety Zone”: A designated safety zone in which a Camera System may be installed or deployed, such as an intersection a school zone, park zone or hospital zone.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.

“Fixed Speed Safety Camera System”: A Camera System that uses radar, or other vehicle detection technology, to capture the speed of a motor vehicle and generates recorded images of an Event and is installed on a mutually agreed upon Approach such as in a school zone, park zone or hospital zone.

“Laws”: All federal, state, or local, laws, ordinances, regulations, and orders.

“Maintenance Records”: The monthly speed validation reports, preventative maintenance records, and annual radar calibration certificates for the Fixed Speed Camera Systems provided to the municipal court.

“Non-Radar Based Camera System”: Any Red Light Safety Camera System or Fixed Speed Safety Camera System that does not have radar-based detection technology.

“Notice to Proceed”: Written confirmation from Customer that Verra Mobility may proceed with the installation or deployment of a given Camera System, a form of which is attached as **EXHIBIT C**.

“Owner”: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Paid Citation”: A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

“Person” or “Persons”: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Photo Enforcement Infrastructure”: The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B**.

“Red Light Safety Camera System”: A Camera System that uses vehicle detection technology to capture a vehicle traversing a red light traffic signal and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

“System”: A Camera System and the related Photo Enforcement Infrastructure.

“Violation”: A failure to obey an applicable traffic law or regulation related to a failure to obey a traffic signal or related to operating a motor vehicle in excess of the posted speed limit, as determined in Customer’s sole discretion.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2.

3. (if applicable) ADDITIONAL SERVICES: [Reserved]

4. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years from the Effective Date. The parties may renew this Agreement for up to four consecutive five (5) year terms for a total of twenty five (25) years. Such renewal shall require the approval of the Spokane City Council. Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

5. FEES AND PAYMENT:

- 5.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1.
- 5.2 Invoices shall be in standard Verra Mobility format and provided electronically.
- 5.3 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments may be subject to interest calculated at 1.5% per month on open balances.
- 5.4 Verra Mobility's Fees will be fixed for the first term of the Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Consumer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.

6. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

7. CONFIDENTIALITY:

Notwithstanding anything to the contrary, Customer will maintain the confidentiality of Verra Mobility's materials and information only to the extent that is legally allowed in the State of Washington. Customer is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the Customer public records which are freely available upon request by anyone. In the event that Customer gets a valid public records request for Verra Mobility's materials or information and the Customer determines there are exemptions only the Verra Mobility can assert, Customer will endeavor to give Verra Mobility notice. Verra Mobility will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Verra Mobility does not get a timely injunction preventing the release of the records, the Customer will comply with the Public Records Act and release the records.

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall, subject to legal requirements imposed under the Washington State Public Records Act, RCW Ch. 42.56, referenced above, treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by Public Records Act requirements, court order, deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other

confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information except if the Information is being produced pursuant to a Public Records Act request. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

8. PROPRIETARY RIGHTS:

- 8.1 Back Office: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire". During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of Customer performing its obligations under this Agreement.
- 8.2 Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.
- 8.3 Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content, if any, created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. "Public Safety Campaign Content" means all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein produced by Verra Mobility for a Public Safety Campaign pursuant to **EXHIBIT B**. Verra Mobility grants to Customer a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote Customer's photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.
- 8.4 In order to produce the Public Safety Campaign Content, Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility ("Customer Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to Customer. Customer has the ability to approve use of any Customer Content in the Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to use and display Verra Mobility information provided by Verra Mobility on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved by Verra Mobility in advance of use.
- 8.5 Data Use: Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS. Furthermore, Verra Mobility has a right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.
- 8.6 Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its

common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable laws, rules, and regulations of the SEC or the NASDAQ.

9. INDEMNIFICATION AND LIABILITY:

- 9.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party and (ii) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.
- 9.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the Photo Enforcement Infrastructure.
- 9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 9.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the average of the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

10. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 10.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 10.3 Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.
- 10.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within thirty (30) calendar days after Customer request.

Customer shall maintain the following minimum scope and limits of insurance:

Customer certifies that it is self-funded for its liability exposures including General Liability. Customer also carries excess General Liability Insurance to \$10 million. The combined assets of Customer's Risk is in excess of \$10 million which represents the financial security appropriate to provide payment for liability under Customer's self-insured layer. Should a covered loss occur, Customer's self-funded insurance program would respond accordingly.

11. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Washington.

13. DISPUTE RESOLUTION:

- 13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 13.2 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties and upon a showing of substantial need by the party seeking discovery.
- 13.3 The arbitrator’s decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award:
- a) damages inconsistent with the Agreement; or,
 - b) punitive damages or any other damages not measured by the prevailing party’s actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 13.4 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as may be necessary to comply with legal or regulatory requirements.
- 13.5 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorneys’ fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires the arbitrator to order such payment, the parties will bear their own attorneys’ fees in any matter or dispute under this Agreement.

14. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility’s receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer’s receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Pursuant to General Provisions, Article 21 (Change Orders and Amendments. Any failure of the parties to reach agreement with respect to any foregoing as a result of any proposed changes will not be deemed to be a breach of this Agreement.

15. TERMINATION:

15.1 Verra Mobility’s services may be terminated:

- (i) By mutual written consent of the parties; or
- (ii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
 - a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer’s account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.

- b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice; or
- (iii) By Customer if a court decision or a change in Federal or Washington State law impedes Customer's ability to continue enforcement, prosecution, or litigation of civil infractions captured by Verra Mobility's Camera Systems.
- (iv). In the event of termination of this Agreement prior to the end of its term for any reason, except material breach by Verra Mobility, Customer shall pay Verra Mobility an early termination fee based on an amount of \$105,000 per Red Light Safety Camera System, \$105,000 per Fixed Speed Safety Camera System, amortized over sixty (60) months on a straight-line basis from the date the Camera System is installed and operational. Camera Systems installed sixty (60) months or more before the date of termination are not subject to the \$105,000 termination fee.
- (v) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) Customer shall cease using the Camera Systems to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.
- (iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Photo Enforcement Infrastructure. Upon Customer's request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Photo Enforcement Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Photo Enforcement Infrastructure shall not be required to be removed, and Customer shall accept

and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Photo Enforcement Infrastructure.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

16. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) facilitating establishment of bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without notice to or consent of Customer.

18. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on **EXHIBIT E** during the term of this Agreement. Customer represents and warrants to Verra Mobility that the data retention schedule provided by Customer complies with the Washington Secretary of State, Washington State Archives, Records Retention Schedules. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **EXHIBIT E**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data. Customer acknowledges that DMV data source providers may require Customer to enter into licensing agreements with the DMV data source providers in order for Customer to have continued access to certain registered owner information after the termination of this Agreement.

19. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

20. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays

which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

21. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, overnight delivery service (e.g. Federal Express), or by certified mail to the parties at the following addresses:

For Customer:

Mayor or designee
City of Spokane Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA. 99201

Copy:

Chief of Police
Spokane Police Department
City/County Public Safety Building
1100 West Mallon Ave.
Spokane, WA 99260

For Verra Mobility:

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Government Solutions Legal Department

22. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

23. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

24. INTEGRATION:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

25. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22 and this Section 25.

26. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

27. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 27, shall not apply to any such pilot.

28. DEBARMENT AND SUSPENSION.

Verra Mobility has provided its certification in **EXHIBIT G** 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.

29. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 **Description of Pricing**

Fees are based on per camera and are as follows:

Product Description	Fee*
Red Light Safety Camera System – up to 4 lanes monitored; the parties shall mutually agree on the number of Camera Systems to be installed (includes upgrades of non-radar based current Camera Systems to Halo 3).	\$4,600 Fixed Fee per Month per Camera System
Red Light Safety Camera System – 5 lanes monitored; the parties shall mutually agree on the number of Camera Systems to be installed (includes upgrades of non-radar based current Camera Systems to Halo 3).	\$4,750 Fixed Fee per Month per Camera System
Fixed Safety Camera System – up to 2 lanes monitored; the parties shall mutually agree on the number of Camera Systems to be installed (includes upgrades of non-radar based current Camera Systems to Halo 3).	\$4,750 per month per Camera System
Subsequent Notices Mailing Fee – For any additional notices sent by first class mail required by the Customer or required by Law in excess of the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B , Verra Mobility will charge the Customer a Subsequent Notices Mailing Fee.	\$2.00 per page per notice
* Excess Volume Fee - The fixed Fee per month per Camera System includes mailing of up to 500 Citations per Camera System per month. Verra Mobility will charge an additional \$200 for each increment of up to 100 Citations in excess of the 500 Citations per Camera System per month. For example: assuming the use of 10 Camera Systems, the first 5,000 Citations mailed in a month are covered by the standard monthly fee, however if the combined number of Citations issued is between 5,000 and 5,099, Verra Mobility will add a \$200 “excess volume fee” to its monthly invoice, if the combined volume is between 5,100 and 5,199 the excess volume fee is \$400, and if the combined volume is between 5,200 and 5,299 the excess volume fee is \$600, and so forth.	
Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B , lockbox and epayment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support. Any required certified mail, or other special mailing, is not included and the fee is extra and will be billed per unit as published by the US Postal Service.	
Verra Mobility’s monthly fee includes postage for the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B. Certified mail or other mailings is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per unit per page service charge.	
Verra Mobility’s Fee anticipate a standard BOS configuration and a standard suite of notices as described in Subsection 1.2.3 of EXHIBIT B and as already provided to the Customer. For any configuration or Program customization work, Verra Mobility shall provide Customer with an hours estimate and, upon approval by Customer for the work, shall invoice Customer \$200 per hour for such additional configuration or Program customization.	

2.0 **Optional Collection Services:**

In the event that Customer elects to have Verra Mobility engage a collections agency to perform collections services, Verra Mobility’s designated collection’s subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue

amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services 25% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility's collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled “Customer Scope of Work”. Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will install or deploy Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Camera Systems will be installed.
- 1.1.5 Verra Mobility will perform speed studies or statistical analysis of traffic upon the mutual agreement of the parties as to the scope of the speed studies or statistical analysis and provide a report to the Customer.
- 1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.
- 1.1.7 Verra Mobility’s Marketing Department will assist Customer with public information content and outreach campaign strategies (“**Public Safety Campaign**”).
- 1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.9 Verra Mobility shall provide a toll free Customer Service telephone number for both the Court and violators, to be administered in accordance with the business rules to be developed to effectuate the requirements of this section.
- 1.1.10 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. Verra Mobility shall continue to provide Customer monthly speed

validation reports for Fixed Speed Safety Camera Systems, annual radar calibration certificates and copies of preventative maintenance records documenting preventative maintenance checks by Camera System technician/s.

- 1.1.11 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.
- 1.1.12 Customer shall receive all upgrades to its BOS and any required firmware upgrades to the Camera Systems when made available by Verra Mobility to all customers and Verra Mobility will update the technology and hardware for existing Camera Systems at least every seven (7) years if requested by the Customer after consultation with Verra Mobility on the advantages and disadvantages of any such upgrades.
- 1.1.13 If Customer is using Verra Mobility enabled lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.
- 1.1.14 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.
- 1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 Verra Mobility may not make changes to the Citation form without approval by Customer.
- 1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other

means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.

- 1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.9 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, reliability, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

1.3 VERRA MOBILITY SERVICE TO COURTS

- 1.3.1 For NOTICES referenced in section 21 of this Agreement, Notice to the Court shall be directed to:

Spokane Municipal Court Administrator
Spokane Municipal Court
1100 W. Mallon Ave.
Spokane, WA. 99260
- 1.3.2 Verra Mobility shall provide Customer and Courts with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations.
- 1.3.3 Verra Mobility will provide the Court with electronic data storage space sufficient for the storage and retention of Court data, images and documents for the program.
- 1.3.4 Verra Mobility shall comply with the Court's minimum requirements for scanning and storage as will be expressed in the Business Rules to be developed to effectuate Court requirements.
- 1.3.5 If a case is appealed from Spokane Municipal Court, Verra Mobility shall provide, if required by the Court, both a hard drive containing the above referenced case information place all of the above-referenced case information at a secured location with SFTP access to all appellate

courts who will hear the case which may include Spokane County Superior Court, Washington State Court of Appeals Division III and the Washington State Supreme Court until appellate review is exhausted and final judgment has been entered, or one of the parties to the appellate case chooses not to seek additional appellate review effectively ending the appellate process. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.

2 **CUSTOMER SCOPE OF WORK**

2.1 **GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:
- A project manager with authority to coordinate Customer responsibilities under this Agreement;
 - Court manager responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The prosecuting attorney;
 - The Customer attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;
 - The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2 Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.
- 2.1.4 Customer intends to utilize Verra Mobility enabled payment processing channels. Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification. A copy of the Participant Agreement and the Submerchant Agreement are each attached here to as **EXHIBIT F**.

- 2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.
- 2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.
- 2.1.7 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if applicable, Customer's Business Rules have been updated by Customer. In the event of a change in Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.
- 2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLET's or DMV data source providers for any purpose not permitted by Law.
- 2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.
- 2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as

Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.

- 2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.
- 2.1.14 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Fixed Camera System after initial installation, Customer shall pay for the total cost to relocate the System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of \$2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.
- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.
- 2.2.5 Customer understands that proper operation of the Red Light Camera Systems requires access to traffic signal phase connections. Customer, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by Customer.
- 2.2.6 Customer understands that proper operation of the Red Light Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.

- 2.2.7 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.
- 2.2.8 Customer shall approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.
- 2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.10 Customer shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.12 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-owned easement.
- 2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.14 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

2.3 COURTS OPERATIONS

- 2.3.1 Customer is responsible for the adjudication of Citations in accordance with all applicable Laws.

- 2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.
- 2.3.4 The Court designates the BOS adjudication processing module as its official Court electronic case filing system of record for all automated traffic safety camera civil infraction cases. Infraction Citations will be considered electronically transmitted to BOS, and therefore electronically filed with the Court, on the date the Spokane Police Department (SPD) citing officer electronically signs the Citation.
- 2.3.5 Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and _____ (“Customer”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

[CUSTOMER]

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: _____ Date _____
Title: _____

EXHIBIT E
RETENTION SCHEDULE***

[This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.]

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	3 years after final disposition of case
Non-Violation Images (including video clips and related metadata)**	Ten (10) days from Event capture date.
Warning Notice Images (including video clips and related metadata)	3 years after communication provided
Individually Identifiable Violation Records*	3 years after final disposition of case
Individually Identifiable Non-Violation Records**	90 days from Event capture date.
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	3 years after communication received or provided, whichever is later, then destroy.
Camera System Calibration/Certification Records	3 years from the performance of the system calibration or certification.
Maintenance Records	3 years from the performance of the maintenance.
Other Program Records	6 years from termination of the Agreement

- * Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.
- ** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.
- *** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

EXHIBIT F
FORM PARTICIPANT AGREEMENT AND THE SUBMERCHANT AGREEMENT

EXHIBIT G

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

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

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

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

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



< Business Lookup

License Information:

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

Entity name: AMERICAN TRAFFIC SOLUTIONS, INC.

Business name: VERRA MOBILITY

Entity type: [Profit Corporation](#)

UBI #: 602-548-774

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1150 N ALMA SCHOOL RD
MESA AZ 85201-3000

Mailing address: 1150 N ALMA SCHOOL RD
MESA AZ 85201-3000

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Auburn General Business - Non-Resident	BUS-36563			Active	Oct-31-2024	Sep-14-2022
Bothell General Business - Non-Resident				Active	Feb-29-2024	Feb-16-2023
Burien General Business - Non-Resident	11451			Active	Oct-31-2024	Jun-04-2015
Federal Way General Business - Non-Resident	08-102700-00-E			Active	Oct-31-2024	Jun-06-2008
Issaquah General Business - Non-Resident				Active	Oct-31-2024	May-21-2007
Kirkland General Business - Non-Resident				Active	Oct-31-2024	May-29-2019
Lynnwood General Business - Non-Resident	013799-07-201			Active	Oct-31-2024	Jan-03-2019

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d:
Marysville General Business - Non-Resident	4535CON1017			Active	Oct-31-2024	Jun-29-2017
Mercer Island General Business - Non-Resident	160759			Active	Oct-31-2024	Oct-09-2019
Puyallup General Business - Non-Resident	2007249			Active	Oct-31-2024	Jun-23-2008
Spokane General Business - Non-Resident	T12053338BUS			Active	Oct-31-2024	Oct-15-2012
Wenatchee General Business - Non-Resident	100292			Active	Oct-31-2024	Oct-16-2019

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

Governing people	Title
AVRAHAM, RAPHAEL	
BALDWIN, JONATHAN	
COLLINS, REBECCA	
CONTI, CRAIG	
KOEHN, BRIAN	
RENZI, CHRISTOPHER	
ROBERTS, DAVID	
WILLIAMS, KRISTIN	
YOUNG, KRISTEN	

Registered Trade Names

Registered trade names	Status	First issued
AMERICAN TRAFFIC SOLUTIONS, INC.	Active	Oct-17-2005
VERRA MOBILITY	Active	Jun-20-2018

The Business Lookup information is updated nightly. Search date and time: 10/11/2023 10:53:27 AM



Agenda Sheet for City Council Meeting of:

10/23/2023

Date Rec'd	10/16/2023
Clerk's File #	CPR 2023-0002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	DERREK DANIELS 625-6005
Contact E-Mail	DDANIELS@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-CLAIMS-2023

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/16/2023. Total:\$7,837,116.72 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$7,319,146.99

Summary (Background)

Pages 1-25 Check numbers: 598166- 598414 ACH payment numbers: 121822 - 122119 On file for review in City Clerks Office: 25 Page listing of Claims Note:

Lease? NO Grant related? Public Works? NO

Fiscal Impact

Expense \$ 7,319,146.99

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor JONES, GARRETT

Council Notifications

Study Session\Other

Council Sponsor

Distribution List

Additional Approvals

Purchasing

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 41

APPROVAL FUND SUMMARY

DATE: 10/16/23
TIME: 10:50
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	161,606.37
1100	STREET FUND	16,602.18
1200	CODE ENFORCEMENT FUND	2,176.07
1380	TRAFFIC CALMING MEASURES	88,654.71
1425	AMERICAN RESCUE PLAN	170,497.76
1460	PARKING METER REVENUE FUND	6,319.88
1500	PATHS AND TRAILS RESERVE FUND	3,449.85
1560	FORFEITURES & CONTRIBUTION FND	53,714.11
1590	HOTEL/MOTEL TAX FUND	513,272.88
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,909.05
1640	COMMUNICATIONS BLDG M&O FUND	29,629.92
1780	RENTAL REHABILITATION FUND	3,151.82
1910	CRIMINAL JUSTICE ASSISTANCE FD	435,034.32
1970	FIRE/EMS FUND	168,542.32
1990	TRANSPORTATION BENEFIT FUND	267,660.40
3200	ARTERIAL STREET FUND	255,906.56
4100	WATER DIVISION	1,227,292.36
4250	INTEGRATED CAPITAL MANAGEMENT	22,974.79
4300	SEWER FUND	361,954.83
4480	SOLID WASTE FUND	109,800.63
4700	DEVELOPMENT SVCS CENTER	7,770.67
5100	FLEET SERVICES FUND	309,624.22
5110	FLEET SVCS EQUIP REPL FUND	2,967.63
5200	PUBLIC WORKS AND UTILITIES	8,387.41
5300	IT FUND	10,461.41
5310	IT CAPITAL REPLACEMENT FUND	57,107.49
5600	ACCOUNTING SERVICES	43,904.00
5700	MY SPOKANE	300.84
5800	RISK MANAGEMENT FUND	18,404.55
5810	WORKERS' COMPENSATION FUND	3,014.05
5830	EMPLOYEES BENEFITS FUND	1,156,741.95
5900	FACILITIES MANAGEMENT FUND OPS	16,297.89
5901	ASSET MANAGEMENT FUND CAPITAL	10,892.99
5902	PROPERTY ACQUISITION POLICE	4,482.71
5903	PROPERTY ACQUISITION FIRE	15,911.73
5904	FACILITIES CAPITAL	18,274.94
6070	FIREFIGHTERS' PENSION FUND	54,827.90
6080	POLICE PENSION FUND	43,404.08
6255	LAW ENFORCEMENT RECORDS MGMT	8,748.50
6730	PARKING & BUSINESS IMPROV DIST	19.56
6920	CLAIMS CLEARING FUND	547.41
	TOTAL:	5,697,242.74

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	794.19	55.42	
00598166	PORAC LEGAL DEFENSE FUND	360.00		
00598167	CENTURYLINK	175.37		
00598168	NORFOLK IRON & METAL CO	685.80		
00598169	ALEX EMENEGGER	180.00		
00598170	INLAND EMPIRE FIRE PROTECTIO	1,587.08		
00598171	HAYDEN HOMES LLC	123.78		
00598172	DOUGLAS SWANSON	176.53		
00598173	CALL REALTY	182.65		
00598174	NIKLEXI LLC	202.08		
00598175	ERIC S TUCKER	866.86		
00598176	CYNTHIA JOHNSON TRUST	72.39		
00598177	ANGELA RICARD	183.11		
00598178	THERESA NARDELLO	378.44		
00598179	JULIE A MILLS	143.13		
00598180	INNOVIA FOUNDATION	221.83		
00598181	AMANDA GONZALEZ-SYRON	154.47		
00598182	SPOKANE POLICE DEPARTMENT	26.16		
00598183	STALKER RADAR/DIV OF	35,425.00		
00598184	T-MOBILE	21.28		
00598185	T-MOBILE	7,338.03		
00598186	DOUG R UHLENKOTT	158.04		
00598187	WA ASSN OF SHERIFFS & POLICE	150.00		
00598188	PRORATE AND FUEL TAX	9,063.05		
00598189	WA STATE DEPT OF NATURAL	461.66		
00598190	ATLAS SAND AND ROCK INC			1,811.36
00598191	BLUE MOON GARDEN & NURSERY L			229.87
00598192	CALE AMERICA INC			710.74
00598193	CENTURYLINK			940.17
00598194	DS SERVICES OF AMERICA INC			91.84
00598195	WATERCO OF THE PACIFIC NORTH			40.78
00598196	INLAND EMPIRE GOLF COURSE			455.00
00598197	KHQ INC			1,200.00
00598198	SHANNON ABRAMS			19.50
00598199	SHANNON BARNARD			27.80
00598200	AARON CRARY			6.50
00598201	AARON CRARY			26.00
00598202	ROBIN DAVIS			20.00
00598203	JAMIE DENMARK			24.00
00598204	STEPHANIE DINES			48.00
00598205	MICHELLE DROBNY			37.00
00598206	AUSTIN EHLO			48.00
00598207	SARAH FORRESTER			15.00
00598208	LARISSA GALLOWAY			37.00
00598209	RACHEL DESJARDIN-GILBERT			19.50
00598210	ANDREW GOETZ			26.00
00598211	ROYCE HENDRICKSON			75.60
00598212	HILARY HIBBELN			35.00
00598213	HILARY HIBBELN			35.00
00598214	STACI HOSSFELD			54.00
00598215	JASON HUFFORD			48.00
00598216	KANDACE KANNBERG			52.00
00598217	JOHN KERNIE			19.50

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00598218	JOHN KERNIE			19.50
00598219	ANNIE LACROIX			65.00
00598220	TAWNIA LEMAY			13.00
00598221	KAYLEE LO			27.00
00598222	KRISTI MCKETHEN			135.00
00598223	CHARLIE MURCHY			104.00
00598224	MELISSA OWENS			90.00
00598225	LAUREN PENDERGRAFT			139.00
00598226	ALIX PHELPS			63.60
00598227	ERIKA RAYBURN			79.00
00598228	ERIKA RAYBURN			79.00
00598229	TRACIE ROMERO			70.00
00598230	JOSH RYKKEN			24.00
00598231	NATALYA SHARMAN			200.00
00598232	JILL SKINNER			100.00
00598233	SHELBY STANTON			19.50
00598234	SHELBY STANTON			13.00
00598235	JULIA STEVENS			137.00
00598236	HAYLEY STEWART			19.50
00598237	HAYLEY STEWART			19.50
00598238	ANTONIA TRUJILLO			40.00
00598239	ANTONIA TRUJILLO			40.00
00598240	ANA TRUSTY			52.00
00598241	ANA TRUSTY			52.00
00598242	BRANDON WEST			52.00
00598243	MARY WILLIAMS			52.00
00598244	VERONIKA WILSON			65.00
00598245	BETH WORTHY			19.00
00598246	BETH WORTHY			27.00
00598247	MVP MEDIA NETWORK			994.65
00598248	CSWW INC			1,222.25
00598249	O'REILLY AUTOMOTIVE STORES I			35.16
00598250	ORKIN			140.61
00598251	PEROVICH PARTNERS INC			56.90
00598252	SWIRE PACIFIC HOLDINGS, INC			16,683.58
00598253	JENNIFER ATENCIO	617.50		
00598254	MELISSA BARCELLOS	268.19		
00598255	CENTURYLINK	1,226.92		
00598256	WATERCO OF THE PACIFIC NORTH	63.56		
00598257	JONATHON ECKHART	495.74		
00598258	MARK LAMBERT	1,054.87		
00598259	PETROLEUM INSTALLATION	32.50		
00598260	WATSON MANAGEMENT CO INC	302.60		
00598261	EVELINA STANLEY	174.09		
00598262	DOLORES PATTERSON	452.67		
00598263	TREY MCALISTER	418.75		
00598264	DAVID KNOWLES	137.66		
00598265	WILL COURCHAINE	673.50		
00598266	RIGHT NOW HEATING & COOLING	39.00		
00598267	FIREPOWER INC	15.00		
00598268	RIGHT NOW HEATING & COOLING	15.00		
00598269	RIGHT NOW HEATING & COOLING	15.00		
00598270	TRADEMARK HEATING & COOLING	35.00		

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00598271	BRENDA VENTRESS	690.00		

00598272	PATRICIA GREEN	273.62	
00598273	NORTH SPOKANE IRRIGATION	83.60	
00598274	JONATHAN OGLESBY	588.02	
00598275	SHARON OLIVER	663.33	
00598276	ADAM RUSSELL	241.50	
00598277	SPOKANE CITY TREASURER	5,110.37	
00598278	T-MOBILE	96.45	
00598279	T-MOBILE	617.75	
00598280	WA ASSN OF BUILDING OFFICIAL	3,824.34	
00598282	CENTER POINT PUBLISHING INC		240.43
00598283	CENTURYLINK		345.05
00598284	HOFFMAN MUSIC CO		1,591.54
00598285	LEVEL 3 FINANCING INC		6,688.33
00598286	DEVIKA GATES		100.00
00598287	MICHAEL MIDKIFF		150.00
00598288	ASIZA SANDOVAL		150.00
00598289	SPOKANE CITY TREASURER		8,788.09
00598290	T-MOBILE		57.48
00598336	NINA YOUNG	11,246.00	
00598337	A TO Z RENTALS		397.85
00598338	ATLAS SAND AND ROCK INC		1,815.22
00598339	WATERCO OF THE PACIFIC NORTH		74.96
00598340	BETHANY HANSON		58.00
00598341	PATTY KELLS		29.00
00598342	MADHU MALLAREDDY		54.00
00598343	LANETTE MELLOTT		6.50
00598344	PAUL WARFIELD		120.00
00598345	BRANDON WAHL		24.00
00598346	JENNIFER ANDERSON		19.50
00598347	JENNIFER ANDERSON		19.50
00598348	WENDI CHAPIN		13.00
00598349	ERICA DEMATEIS		6.50
00598350	ERICA DEMATEIS		6.50
00598351	HEIDI GARROD		6.50
00598352	HEIDI GARROD		11.17
00598353	MADDIE ICARD		59.00
00598354	MADDIE ICARD		24.00
00598355	EILEEN O'DONNELL		4.00
00598356	EILEEN O'DONNELL		4.00
00598357	EUGENE PRATT		74.00
00598358	EUGENE PRATT		74.00
00598359	STEVEN RICHARDSON		229.00
00598360	STEVEN RICHARDSON		229.00
00598361	SARAH ROBERTSON		52.00
00598362	JALEESA STILLAR		14.80
00598363	JOANN SCHWARTZ		13.00
00598364	JOANN SCHWARTZ		19.50
00598365	BRIELLE STERN		75.00
00598366	MARTHA TORNQUIST		4.00
00598367	ART VISVYDAS		6.00
00598368	PETRA WHEATON		42.28
00598369	PETRA WHEATON		0.75

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00598370	RYANN WILLIAMS			29.00
00598371	O'REILLY AUTOMOTIVE STORES I			12.02
00598372	PEROVICH PARTNERS INC			251.21
00598373	SWIRE PACIFIC HOLDINGS, INC			112.52
00598374	VERMEER MOUNTAIN WEST INC			289.91

00598375	ALASKA RUBBER GROUP INC	41.73		
00598376	BIG SKY INDUSTRIAL/DIV OF	963.56		
00598377	CH2M HILL ENGINEERS INC	22,269.68		
00598378	CHENEY FIREFIGHTERS BENEVOLE	3,267.00		
00598379	FAIRWINDS SPOKANE LLC	10,103.00		
00598380	POINTE PEST CONTROL	1,466.05		
00598381	CENTURYLINK	131.02		
00598382	WATERCO OF THE PACIFIC NORTH	263.84		
00598383	KENT D BRUCE COMPANY	1,222.49		
00598384	MAINSTREAM ELECTRIC LLC	15.00		
00598385	MAINSTREAM ELECTRIC LLC	90.00		
00598386	RIGHT NOW HEATING & COOLING	15.00		
00598387	RIGHT NOW HEATING & COOLING	20.00		
00598388	LENNAR NORTHWEST	157.00		
00598389	DOUG D JONES II	547.41		
00598390	LEAVITT MACHINERY USA INC	1,248.07		
00598391	M & L SUPPLY CO INC	10,892.99		
00598392	NORTH SPOKANE IRRIGATION	5.00		
00598393	POINTE PEST CONTROL	397.85		
00598394	PUBLIC SAFETY TESTING INC	594.00		
00598395	SAFETY KLEEN CORPORATION	179.50		
00598396	CENTER POINT PUBLISHING INC		375.27	
00598397	DEVIKA GATES		100.00	
00598398	ELYSE HOCHSTADT		21.80	
00598399	PAT MUNTS		150.00	
00598400	MAGUIRE INSURANCE AGENCY INC		211.00	
00598401	ATLAS SAND AND ROCK INC			1,792.02
00598402	CENTURYLINK			76.35
00598403	COMCAST			156.74
00598404	DOGSMILE ADVENTURES			300.00
00598405	GENERAL STORE INC			36.26
00598406	LISA MCCANN			27.80
00598407	LISA MCCANN			27.80
00598408	CSWW INC			185.12
00598409	OMNIPARK INC			320.12
00598410	SUMMER RRH LLC			14.70
00598411	SOUND GENERATIONS			50.00
00598412	PEROVICH PARTNERS INC			42.67
00598413	SPOKANE CITY TREASURER			5,639.85
00598414	HABITAT FOR HUMANITY SPOKANE	385,000.00		
80121822	ABSOLUTE DRUG TESTING LLC	760.00		
80121823	ACTION MATERIALS	1,030.17		
80121824	ALLIED ENVELOPE	1,002.17		
80121825	ALSCO DIVISION OF ALSCO INC			260.31
80121826	NORTHWEST INDUSTRIAL SERVICE			4,298.03
80121827	ARAMARK UNIFORM SERVICES	679.86		
80121828	AVISTA UTILITIES	953,156.34		
80121829	BATTERY SYSTEMS INC			100.15

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80121830	BUDINGER & ASSOCIATES INC			3,505.40
80121831	CARAHSOFT TECHNOLOGY CORP	900.34		
80121832	CDW GOVERNMENT INC	2,116.67		
80121833	CI TECHNOLOGIES, INC	1,104.08		
80121834	CINTAS CORPORATION	6,143.65		
80121835	CLUB PROPHET SYSTEMS			1,220.80
80121836	COFFMAN ENGINEERS INC			1,780.00
80121837	COLEMAN OIL COMPANY LLC	4,230.08		4,486.64
80121838	COMCAST	153.54		

80121839	COMPUNET INC	8,151.28	
80121840	CONSOLIDATED SUPPLY CO	193,722.13	
80121841	CW NIELSEN MFG CORP	913.75	
80121842	DAVID CLARK COMPANY INC	1,055.70	
80121843	DELL MARKETING LP	4,613.94	
80121844	DEVRIES INFORMATION MANAGEME	303.65	
80121845	DEXON COMPUTER INC	276.00	
80121846	DOWL LLC	11,940.00	
80121847	DREHER ENTERTAINMENT LLC		15,479.28
80121848	ENTERPRISE FM TRUST		11,749.10
80121849	FASTENAL CO	2,735.88	10.42
80121850	FEDERAL EXPRESS CORP/DBA FED	41.44	
80121851	GORLEY LOGISTICS LLC	91.49	
80121852	FLEETCOR TECHNOLOGIES INC	30,313.76	
80121853	FOXIT SOFTWARE INC	635.20	
80121854	FREIGHT WAY INC		1,200.00
80121855	GALLS LLC		80.66
80121856	GUNARAMA WHOLESALE INC	2,244.87	
80121857	H D FOWLER COMPANY	302.67	
80121858	MARUBENI AMERICA CORPORATION		2,024.68
80121859	CPM DEVELOPMENT CORP DBA	342,286.72	
80121860	INLAND ENVIRONMENTAL RESOURC	8,032.16	
80121861	INSIGHT DISTRIBUTING INC		136.55
80121862	KERSHAW INC	1,293.29	
80121863	LANGUAGE LINE SERVICES	126.42	
80121864	MATTHEW BENDER & CO INC	35.97	
80121865	LIFE ASSIST INC	3,216.86	
80121866	LOOMIS ARMORED US INC	582.00	
80121867	MR CAR WASH	245.00	
80121868	MUNICIPAL EMERGENCY SERVICES	3,314.24	
80121869	NAPA AUTO PARTS		53.61
80121870	NEPTUNE TECHNOLOGY GROUP INC	24,957.73	
80121871	CHARLES H NEU		575.00
80121872	NORCO INC		3.27
80121873	NORTHEAST YOUTH CENTER		11,628.17
80121874	OCCUPATIONAL HEALTH SOLUTION	4,662.00	
80121875	OXARC INC	426.82	
80121876	PARAMETRIX INC	8,276.16	
80121877	PERFORMANCE SYSTEMS	71.96	
80121878	PLANET TURF		2,332.65
80121879	RAY TURF FARMS INC	96.92	
80121880	SHI CORP	624.77	
80121881	SITEONE LANDSCAPE SUPPLY LLC	154.56	1,701.53
80121882	SMITH WESTERN CO		4,207.00

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80121883	SOUTHSIDE SENIOR & COMMUNITY			7,736.87
80121884	HESTON HARDWARE			129.66
80121885	SPOKANE COUNTY TREASURER	8,748.50		
80121886	SPOKANE INTERNATIONAL	124.68		
80121887	SPOKANE POLICE CHAPLAINCY	1,412.62		
80121888	SPOKANE PUBLIC FACILITIES	513,272.88		
80121889	STELLAR INDUSTRIAL SUPPLY IN	22.10		
80121890	TACOMA SCREW PRODUCTS INC			31.68
80121891	THE HUNTINGTON NATIONAL BANK			4,081.68
80121892	THOMSON WEST	4,739.32		
80121893	VERIZON WIRELESS	937.13		
80121894	WA STATE DEPT/TRANSPORTATION			683.00
80121895	WASHINGTON RECREATION AND PA			338.00

80121896	WEST CENTRAL COMMUNITY		6,056.25
80121897	WCP SOLUTIONS	45.34	
80121898	WESTERN EQUIPMENT DISTRIBUTO		2,568.40
80121899	WESTERN STATES EQUIPMENT CO		2,419.09
80121900	WILBUR ELLIS COMPANY		3,183.79
80121901	WILDROSE LTD dba		909.01
80121902	WINNER INTERNATIONAL INC	6,338.58	
80121903	WM WINKLER CO	226,588.99	
80121904	ZAYO GROUP HOLDINGS INC	1,967.88	
80121905	MARTIN BLISS	724.00	
80121906	HARRY G LOCHRIDGE	210.46	
80121907	JERRY W SWANSON	58.56	
80121908	24 SEVEN TOPCO LLC		192.50
80121909	ALLIANT INSURANCE SERVICES I	11,788.47	
80121910	ALSCO DIVISION OF ALSCO INC	1,666.87	
80121911	ARAMARK UNIFORM SERVICES	7.64	
80121912	AVISTA UTILITIES	36,129.61	3,487.80
80121913	BAKER & TAYLOR BOOKS		25,873.28
80121914	BLX GROUP LLC	2,500.00	
80121915	DOWNTOWN SPOKANE PARTNERSHIP	25,000.00	
80121916	CAMTEK INC		2,599.65
80121917	CENGAGE LEARNING INC		4,774.73
80121918	CINTAS CORPORATION		76.30
80121919	CLARK'S CONTAINERS LLC	100.01	
80121920	COLEMAN OIL COMPANY LLC	22,540.45	
80121921	L N CURTIS & SONS	21,474.15	
80121922	DELL MARKETING LP		19,697.08
80121923	DEVRIES INFORMATION MANAGEME	25.65	
80121924	EDNETICS INC		2,394.70
80121925	ELECTRONIC DATA COLLECTION	1,912.50	
80121926	EXPRESS NAME TAGS & MORE, IN		27.26
80121927	FASTENAL CO	1,253.94	
80121928	HILL INTERNATIONAL INC		7,511.30
80121929	HUMANIX HUMAN RESOURCE		2,679.00
80121930	ICON CORPORATION	757.55	
80121931	INNOVIA FOUNDATION	106,116.02	
80121932	KXLY	19,875.00	
80121933	LIFE ASSIST INC	890.74	
80121934	MACKIN BOOK COMPANY DBA		5,218.71
80121935	MARTIN LUTHER KING JR FAMILY	615.22	

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80121936	MCKINSTRY CO LLC		1,759.34	
80121937	MICROSOFT CORPORATION		1,356.93	
80121938	MIDWEST TAPE		22.86	
80121939	MK SOLUTIONS INC		10,566.01	
80121940	MUNICIPAL EMERGENCY SERVICES	51,884.00		
80121941	GENUINE PARTS COMPANY	125,118.77		
80121942	NORCO INC	240.80		
80121943	NOVUS AUTO GLASS	2,296.33		
80121944	OCCUPATIONAL HEALTH SOLUTION	3,005.50		
80121945	OFFICE OF STATE AUDITOR	43,904.00		
80121946	OVERDRIVE INC		12,608.54	
80121947	PACIFIC NW EMERGENCY EQUIPME	411.73		
80121948	PACIFIC PETROLEUM & SUPPLY	2,257.61		
80121949	PERKINS COIE LLP		571.95	
80121950	POM INC	3,377.85		
80121951	PREMERA BLUE CROSS OR	749,361.43		
80121952	PROVOST PROFESSIONAL	642.14		

80121953	REHN & ASSOCIATES	1,492.00		
80121954	RIVER CITY GLASS INC		1,172.58	
80121955	SECURITAS SECURITY SERVICES		37,379.10	
80121956	SHAMROCK MANUFACTURING INC	6,359.05		
80121957	SME SOLUTIONS	498.41		
80121958	SPOKANE COUNTY TREASURER	430,926.04		
80121959	SPOKANE HARDWARE SUPPLY INC		71.65	
80121960	STANTEC CONSULTING SERVICES	28,371.76		
80121961	VAN NESS FELDMAN LLP	1,615.00		
80121962	VERIZON WIRELESS	6,568.94		
80121963	WALKER CONSTRUCTION INC		108,666.46	
80121964	WEST CENTRAL COMMUNITY	34,742.50		
80121965	WEST PLAINS AIRPORT AREA	13,780.31		
80121966	WESTERN GLOVE INC	4,954.83		
80121967	JENNIE ANDERSON		51.42	
80121968	JASON W ARCHIBALD	2,832.88		
80121969	REMELISA CULLITAN		20.31	
80121970	AMBER GROE	48.14		
80121971	LARRY B HUGHES		18.34	
80121972	BRIDGET A LUBY	191.72		
80121973	EDWARD JAMES NEAL	60.00		
80121974	NEIL, MASON		53.71	
80121975	JONATHAN ROSARIO		34.39	
80121976	KEVIN M SMITH	611.65		
80121977	COLIN STUART		16.38	
80121978	MICHAEL VAUGHAN	967.33		
80121979	ABM JANITORIAL SERVICES SOUT	2,369.45		
80121980	ACTION MATERIALS		299.84	
80121981	ARTFUL SOULSCAPES, LLC		315.00	
80121982	AURORA WORLD INC		173.28	
80121983	COLEMAN OIL COMPANY LLC		3,380.42	
80121984	DOUGLAS CO INC		120.00	
80121985	FASTENAL CO		95.22	
80121986	HORIZON DISTRIBUTORS		108.00	
80121987	OXARC INC		6.54	
80121988	ROCKIN' DW CONSTRUCTION INC	4,388.45		

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80121989	MARY F ROE			448.00
80121990	SHAMROCK MANUFACTURING INC			555.39
80121991	SHERWIN WILLIAMS CO			242.26
80121992	SITEONE LANDSCAPE SUPPLY LLC			854.33
80121993	SPOKANE LAWN BOWLING CLUB			175.00
80121994	SUNBELT RENTALS INC			2,599.94
80121995	WESTERN EQUIPMENT DISTRIBUTO			913.65
80121996	ZERO DB COMMUNICATIONS LLC	43,599.97		
80121997	RYAN W GRIFFITH			414.94
80121998	ALSCO DIVISION OF ALSCO INC	260.97		
80121999	ARAMARK UNIFORM SERVICES	19.49		
80122000	ATS INLAND NW LLC	4,261.90		
80122001	AVISTA UTILITIES	31,540.27		
80122002	STEVE CONNER			10,884.86
80122003	CONTRACT DESIGN ASSOCIATES I	2,600.54		
80122004	CREEK AT QUALCHAN GOLF COURS			10,270.35
80122005	CRITTER CONTROL OF GREATER	216.91		
80122006	DALLY ENVIRONMENTAL LLC	1,645.62		
80122007	DELL MARKETING LP	25,605.78		
80122008	DELTA DENTAL OF WASHINGTON	31,548.89		
80122009	DEVRIES INFORMATION MANAGEME	25.65		

80122010	DIVINES TOWING/DIV OF	3,391.56		
80122011	ENTERPRISE FM TRUST	10,164.70		
80122012	FIREPOWER INC	245.26		
80122013	GOODWILL INDUSTRIES OF THE	525,870.84		
80122014	J & T'S LAWN CARE INC	844.75		
80122015	K & L GATES LLP	44,236.00		
80122016	KAISER FOUNDATION HEALTH PLA	462,468.61		
80122017	MACDONALD-MILLER FACILITY	9,138.02		
80122018	MCCLINTOCK & TURK INC	78,070.16		
80122019	MCKINSTRY CO LLC	5,188.40		
80122020	MOVHER LLC	510.00		
80122021	NOVUS AUTO GLASS	195.99		
80122022	PRO MECHANICAL SERVICES INC	35,885.30		
80122023	REVIVE COUNSELING SPOKANE PL	92,465.29		
80122024	SANDBAGGERS CLUB LLC			9,609.60
80122025	SEAL ANALYTICAL INC	4,495.00		
80122026	SPOKANE NEIGHBORHOOD ACTION	55,590.40		
80122027	SPOKANE PRO CARE INC	860.01		
80122028	T & T GOLF MANAGEMENT INC			20,456.77
80122029	TENANTS UNION OF WASHINGTON	32,083.08		
80122030	VERIZON WIRELESS	42.63		
80122031	WA STATE DEPT OF ECOLOGY	104,053.35		
80122032	WEST CENTRAL COMMUNITY	1,184.93		
80122033	YFA CONNECTIONS	2,083.33		
80122034	YWCA	30,322.97		
80122035	ACTION MATERIALS	286.99		
80122036	AVISTA UTILITIES	41,140.03	1,646.18	
80122037	BAKER & TAYLOR BOOKS		7,714.27	
80122038	BATTERY SYSTEMS INC			285.48
80122039	BEARING DISTRIBUTORS INC			163.94
80122040	BLUEALLY TECHNOLOGY SOLUTION		2,596.60	
80122041	DOWNTOWN SPOKANE PARTNERSHIP	19.56		

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80122042	CENGAGE LEARNING INC		31.38	
80122043	CHASE YOUTH FOUNDATION	11,250.00		
80122044	CINTAS CORPORATION	2,623.93		
80122045	CLEAN ENERGY INC	19,272.78		
80122046	COLEMAN OIL COMPANY LLC	24,546.84		2,472.08
80122047	COMCAST	177.64		
80122048	COPIERS NORTHWEST INC	113.77		
80122049	DEECO INC	41,620.00		
80122050	GWP HOLDINGS LLC	23,387.68		
80122051	DOUGLAS CO INC			1,213.25
80122052	ECO COUNTER INC	3,449.85		
80122053	ENVIRONMENT CONTROL OF SPOKA	5,740.00		
80122054	EVERGREEN STATE TOWING LLC	5,658.19		
80122055	FASTENAL CO	1,120.24		
80122056	GORLEY LOGISTICS LLC	33.27		
80122057	FILTERBUY INC		176.58	
80122058	SOUNDTHINKING INC	53,714.11		
80122059	GALLS LLC	1,819.36		766.29
80122060	GEO ENGINEERS INC	672.00		
80122061	GOODWILL INDUSTRIES OF THE	128,010.74		
80122062	GRAINGER INC	161.87		
80122063	HORIZON DISTRIBUTORS			991.36
80122064	HUGHES FIRE EQUIPMENT INC	7,839.37		
80122065	HUMANIX HUMAN RESOURCE		1,786.00	
80122066	INDUSTRIAL BOLT & SUPPLY INC			559.72

80122067	JACOB'S AUTO GLASS	50.00		
80122068	KANOPY INC		2,782.00	
80122069	KENWORTH SALES COMPANY	30,688.87		
80122070	PETERS & KEATTS WA LLC	34,803.26		
80122071	LIBERTY PARK COMMUNITY	3,118.22		
80122072	LIGHTING ANALYSTS INC	1,781.28		
80122073	LONG BUSINESS FORMS LLC	664.03		
80122074	LAURI WEINMANN	3,518.51		
80122075	MARTIN LUTHER KING JR FAMILY	60,000.00		
80122076	MEGA WASH LLC	3,880.35		
80122077	MIDWEST TAPE		9,999.89	
80122078	MUNICIPAL EMERGENCY SERVICES	866.54		
80122079	NORCO INC	624.69		
80122080	OVERDRIVE INC		14,837.51	
80122081	OXARC INC	31.72		
80122082	PARAMETRIX INC	1,440.00		
80122083	PERFORMANCE SYSTEMS	159.16		
80122084	POMP'S TIRE SERVICE INC	17,465.41		
80122085	PRO MECHANICAL SERVICES INC	18,274.94		
80122086	RRHC ACQUISITIONS INC	4,556.20		
80122087	THE SALVATION ARMY	41,666.68		
80122088	SHAMROCK MACHINING INC			705.02
80122089	SHAMROCK MANUFACTURING INC	391.92		
80122090	SHAMROCK PAVING CO/DIV OF	65,217.28		
80122091	SHERWIN WILLIAMS CO			383.70
80122092	SHI CORP	112.32		
80122093	SIMPLIFILE LC	1,058.75		
80122094	SITEONE LANDSCAPE SUPPLY LLC			11.55

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80122095	SPOKANE NEIGHBORHOOD ACTION	11,018.16		
80122096	SOLID WASTE SYSTEMS INC	4,847.17		
80122097	SOUTHGATE NEIGHBORHOOD COUNC	163.39		
80122098	SPECIAL ASPHALT PRODUCTS	4,215.37		
80122099	SPOKANE COUNTY TREASURER	8,109.41		
80122100	SPOKANE HOUSING AUTHORITY	2,059.00		
80122101	SPOKANE INT'L AIRPORT	1,446.37		
80122102	SPOKANE POWER TOOL & HDWE			340.06
80122103	SPOKANE POLICE CHAPLAINCY	10,475.00		
80122104	THE JERICHO ROAD	98,209.05		
80122105	US BANK OR CITY TREASURER	18,404.55		
80122106	VERIZON WIRELESS	2,263.39		
80122107	VERIZON WIRELESS LERT B	50.00		
80122108	VOLUNTEERS OF AMERICA OF	138,361.89		
80122109	WA STATE DEPT/TRANSPORTATION	2,713.92		
80122110	WENDLE FORD NISSAN ISUZU	4,241.21		
80122111	WEST CENTRAL COMMUNITY	7,703.23		
80122112	WESTERN EQUIPMENT DISTRIBUTO			1,938.68
80122113	WESTERN STATES EQUIPMENT CO			1,371.77
80122114	YFA CONNECTIONS	4,166.66		
80122115	YWCA	1,194.93		
80122116	JEFFREY A BEDARD	60.00		
80122117	JUAN JUAN MOSES		173.88	
80122118	TENA RISLEY	60.00		
80122119	BETHIAH STREETER		149.25	
		7,319,146.99	309,820.23	208,149.50
				=====
		CITYWIDE TOTAL:		7,837,116.72

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80121915	25,000.00
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TOTAL FOR 0020 - NONDEPARTMENTAL		25,000.00
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0100 - GENERAL FUND

SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80122101	1,446.37
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TOTAL FOR 0100 - GENERAL FUND		1,446.37
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0320 - COUNCIL

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80122007	131.23
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TOTAL FOR 0320 - COUNCIL		131.23
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0350 - COMMUNITY CENTERS

WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80121964	34,742.50
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TOTAL FOR 0350 - COMMUNITY CENTERS		34,742.50
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0370 - ENGINEERING SERVICES

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80121979	1,172.41
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80121999	19.49
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80121828	1,546.63
CARAHSOFT TECHNOLOGY CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80121831	900.34
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80121843	131.23
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80122011	2,231.63
RRHC ACQUISITIONS INC DBA RANDALL-REILLY LLC	PUBLICATIONS ACH PMT NO. - 80122086	4,556.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	CELL PHONE CHECK NO. - 00598278	12.96
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T-MOBILE	IT/DATA SERVICES CHECK NO. - 00598278	83.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80121962	1,495.20
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80121962	835.20
TOTAL FOR 0370 - ENGINEERING SERVICES		----- 12,984.78
0410 - FINANCE		

BLX GROUP LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80121914	2,500.00
TOTAL FOR 0410 - FINANCE		----- 2,500.00
0500 - LEGAL		

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	OPERATING SUPPLIES ACH PMT NO. - 80121911	7.64
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80121828	633.24
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80121828	76.83
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80121844	17.10
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80122030	42.63
TOTAL FOR 0500 - LEGAL		----- 777.44
0550 - NEIGHBORHOOD SERVICES		

AMBER GROE	LOCAL MILEAGE ACH PMT NO. - 80121970	48.14
SOUTHGATE NEIGHBORHOOD COUNCIL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80122097	163.39
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		----- 211.53
0560 - MUNICIPAL COURT		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80122092	37.44
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80121958	406.59
THOMSON WEST	PUBLICATIONS	

WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80121892	4,739.32
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80121893	555.36
TOTAL FOR 0560 - MUNICIPAL COURT		5,738.71

0580 - OFFICE OF YOUTH

CHASE YOUTH FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80122043	11,250.00
TOTAL FOR 0580 - OFFICE OF YOUTH		11,250.00

0650 - PLANNING SERVICES

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80122007	11,813.35
PARAMETRIX INC	CONTRACTUAL SERVICES ACH PMT NO. - 80122082	1,440.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80122093	423.90
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80122106	42.50
TOTAL FOR 0650 - PLANNING SERVICES		13,719.75

0680 - POLICE

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80121824	1,002.17
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80121827	619.30
CDW GOVERNMENT INC	OFFICE SUPPLIES ACH PMT NO. - 80121832	2,116.67
CENTURYLINK	TELEPHONE CHECK NO. - 00598167	175.37
CI TECHNOLOGIES, INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80121833	1,104.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80121838	153.54
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80121841	913.75
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80122010	3,391.56
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80122054	2,635.62

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80121850	14.81
GALLS LLC	CLOTHING ACH PMT NO. - 80122059	1,816.09
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80122056	116.44
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80122062	116.42
GUNARAMA WHOLESALE INC	MINOR EQUIPMENT ACH PMT NO. - 80121856	2,065.35
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80121856	179.52
JERRY W SWANSON	LOCAL MILEAGE ACH PMT NO. - 80121907	58.56
KERSHAW INC	OFFICE SUPPLIES ACH PMT NO. - 80121862	1,293.29
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80122074	3,518.51
LIFE ASSIST INC	OPERATING SUPPLIES ACH PMT NO. - 80121865	3,216.86
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80121866	582.00
PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00598166	360.00
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00598394	594.00
SPOKANE POLICE CHAPLAINCY BOARD	CONTRACTUAL SERVICES ACH PMT NO. - 80122103	10,475.00
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80121887	1,412.62
SPOKANE POLICE DEPARTMENT IMPREST FUND	OFFICE SUPPLIES CHECK NO. - 00598182	26.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	CELL PHONE CHECK NO. - 00598185	7,338.03
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00598184	21.28
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80121893	381.77
VERIZON WIRELESS LERT B	MISC SERVICES/CHARGES ACH PMT NO. - 80122107	50.00
WA ASSN OF SHERIFFS & POLICE CHIEFS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00598187	150.00

WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	99.37
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80121897	45.34
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80122111	479.79
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80122115	1,194.93
TOTAL FOR 0680 - POLICE		----- 47,718.20

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80121822	760.00
JENNIFER ATENCIO	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00598253	374.01
JENNIFER ATENCIO	PER DIEM CHECK NO. - 00598253	243.49
JONATHAN OGLESBY	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00598274	374.01
JONATHAN OGLESBY	PER DIEM CHECK NO. - 00598274	214.01
MARK LAMBERT	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00598258	747.37
MARK LAMBERT	PER DIEM CHECK NO. - 00598258	307.50
MELISSA BARCELLOS	PER DIEM CHECK NO. - 00598254	268.19
SHARON OLIVER	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00598275	373.36
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHARON OLIVER	PER DIEM CHECK NO. - 00598275	289.97
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80122092	37.44
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		----- 3,989.35

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80121828	633.25
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80121828	76.83
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	

dba FIKES NORTHWEST	ACH PMT NO. - 80121851	8.32
MATTHEW BENDER & CO INC	PUBLICATIONS	
DBA LEXIS NEXIS MATTHEW BENDER	ACH PMT NO. - 80121864	35.97
PROVOST PROFESSIONAL	LEGAL SERVICES	
INVESTIGATIONS	ACH PMT NO. - 80121952	642.14

TOTAL FOR 0700 - PUBLIC DEFENDER		1,396.51
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1100 - STREET FUND

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80122035	286.99
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80121827	60.56
CENTURYLINK	TELEPHONE CHECK NO. - 00598381	131.02
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80121849	657.07
LIGHTING ANALYSTS INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80122072	1,781.28
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00598392	5.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80122089	6,750.97
SPECIAL ASPHALT PRODUCTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80122098	4,215.37
WA STATE DEPT/TRANSPORTATION	STRUCTURE REPAIRS/MAINTENANCE ACH PMT NO. - 80122109	2,713.92

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1100 - STREET FUND		16,602.18
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1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80121919	100.01
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80121923	8.55
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80122011	1,302.70
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80122106	701.25
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00598256	63.56

TOTAL FOR 1200 - CODE ENFORCEMENT FUND		2,176.07
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1380 - TRAFFIC CALMING MEASURES

DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80121846	11,940.00
STALKER RADAR/DIV OF APPLIED CONCEPTS INC	MINOR EQUIPMENT CHECK NO. - 00598183	35,425.00
WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80121903	41,289.71
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		88,654.71

1425 - AMERICAN RESCUE PLAN

INNOVIA FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80121931	106,116.02
PRO MECHANICAL SERVICES INC	OTHER IMPROVEMENTS ACH PMT NO. - 80122022	35,885.30
SPOKANE INTERNATIONAL TRANSLATION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80121886	124.68
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80121960	28,371.76
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		170,497.76

1460 - PARKING METER REVENUE FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80121925	1,912.50
POM INC	OPERATING SUPPLIES ACH PMT NO. - 80121950	3,377.85
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80122106	749.46
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80122106	280.07
TOTAL FOR 1460 - PARKING METER REVENUE FUND		6,319.88

1500 - PATHS AND TRAILS RESERVE FUND

ECO COUNTER INC	MINOR EQUIPMENT ACH PMT NO. - 80122052	3,449.85
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		3,449.85

1560 - FORFEITURES & CONTRIBUTION FND

SOUNDTHINKING INC	SOFTWARE MAINTENANCE	
DBA FORENSIC LOGIC LLC	ACH PMT NO. - 80122058	53,714.11

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		53,714.11
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1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80121888	513,272.88
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TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		513,272.88
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1620 - PUBLIC SAFETY & JUDICIAL GRANT

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	570.47

WINNER INTERNATIONAL INC	MINOR EQUIPMENT ACH PMT NO. - 80121902	6,338.58
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TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		6,909.05
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1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80122001	22,505.44
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80122001	882.21
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CENTURYLINK	TELEPHONE CHECK NO. - 00598255	208.71
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ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80122053	2,255.00
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ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80121930	414.20
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ICON CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80121930	343.35
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SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00598277	3,021.01
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TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		29,629.92
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1780 - RENTAL REHABILITATION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE PREMIUMS ACH PMT NO. - 80121909	3,151.82
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TOTAL FOR 1780 - RENTAL REHABILITATION FUND		3,151.82
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1910 - CRIMINAL JUSTICE ASSISTANCE FD

LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80121863	126.42
ROCKIN' DW CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80121988	4,388.45
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80121958	430,519.45
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		435,034.32

1970 - FIRE/EMS FUND

ALASKA RUBBER GROUP INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA ARG INDUSTRIAL	CHECK NO. - 00598375	41.73
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80121998	260.97
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80122001	38,326.50
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80122001	5,620.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BRIDGET A LUBY	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80121972	191.72
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00598255	284.58
CHENEY FIREFIGHTERS BENEVOLENT FUND	REGISTRATION/SCHOOLING	
	CHECK NO. - 00598378	3,267.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80121920	16,399.29
CRITTER CONTROL OF GREATER SPOKANE	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80122005	216.91
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80121842	1,055.70
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80122009	25.65
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80122053	3,485.00
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80122055	2,205.36
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80122055	510.16
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80122055	358.57
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80121850	26.63

GALLS LLC	CLOTHING ACH PMT NO. - 80122059	3.27
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80122062	45.45
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80122050	1,424.81
HARRY G LOCHRIDGE	REGISTRATION/SCHOOLING ACH PMT NO. - 80121906	210.46
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80122064	7,839.37
JACOB'S AUTO GLASS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80122067	50.00
JASON W ARCHIBALD	LODGING ACH PMT NO. - 80121968	1,443.45
JASON W ARCHIBALD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80121968	986.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JASON W ARCHIBALD	PER DIEM ACH PMT NO. - 80121968	403.00
KEVIN M SMITH	LODGING ACH PMT NO. - 80121976	119.24
KEVIN M SMITH	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80121976	344.16
KEVIN M SMITH	PER DIEM ACH PMT NO. - 80121976	148.25
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80121921	6,784.91
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80121933	890.74
MICHAEL VAUGHAN	LODGING ACH PMT NO. - 80121978	103.47
MICHAEL VAUGHAN	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80121978	728.36
MICHAEL VAUGHAN	PER DIEM ACH PMT NO. - 80121978	135.50
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80121867	245.00
MUNICIPAL EMERGENCY SERVICES INC	MINOR EQUIPMENT ACH PMT NO. - 80121940	51,884.00
MUNICIPAL EMERGENCY SERVICES INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80122078	866.54
MUNICIPAL EMERGENCY SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80121868	3,314.24

NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80122079	744.49
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80122079	121.00
OCCUPATIONAL HEALTH SOLUTIONS INC	MEDICAL SERVICES ACH PMT NO. - 80121874	4,662.00
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	MINOR EQUIPMENT ACH PMT NO. - 80121947	411.73
PERFORMANCE SYSTEMS INTEGRATION LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80122083	231.12
PETROLEUM INSTALLATION SPECIALISTS	PERMIT REFUNDS PAYABLE CHECK NO. - 00598259	32.50
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00598393	397.85

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80122084	4,197.07
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80122084	3,859.93
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80121880	624.77
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00598277	2,089.36
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80122106	362.61
WA STATE DEPT OF NATURAL RESOURCES	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00598189	461.66
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	95.01
WA STATE DEPT OF REVENUE	VEHICLE REPAIRS/MAINT -	4.50

TOTAL FOR 1970 - FIRE/EMS FUND -----
168,542.32

1990 - TRANSPORTATION BENEFIT FUND

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80121859	267,660.40
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TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND -----
267,660.40

3200 - ARTERIAL STREET FUND

PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80121876	5,390.00
SHAMROCK PAVING CO/DIV OF	CONTRACTUAL SERVICES	

MURPHY BROS INC	ACH PMT NO. - 80122090	65,217.28
WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80121903	185,299.28
TOTAL FOR 3200 - ARTERIAL STREET FUND		----- 255,906.56

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80121823	1,030.17
AMANDA GONZALEZ-SYRON OR ROBERT SYRON II	REFUNDS CHECK NO. - 00598181	154.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ANGELA RICARD PO BOX 15215	REFUNDS CHECK NO. - 00598177	183.11
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80121828	949,523.99
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80121828	665.57
BRENDA VENTRESS 6314 S RAY COURT	REFUNDS CHECK NO. - 00598271	690.00
CALL REALTY PO BOX 141928	REFUNDS CHECK NO. - 00598173	182.65
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80121834	6,143.65
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80121840	193,722.13
CYNTHIA JOHNSON TRUST 15509 N CHRONICLE CT	REFUNDS CHECK NO. - 00598176	72.39
DAVID KNOWLES 2000 EASTRIDGE DR NE	REFUNDS CHECK NO. - 00598264	137.66
DOLORES PATTERSON 2711 W CLEVELAND AVE	REFUNDS CHECK NO. - 00598262	452.67
DOUGLAS SWANSON 2053 DRISKILL RD	REFUNDS CHECK NO. - 00598172	176.53
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80122011	1,179.36
ERIC S TUCKER 1500 W 4TH AVE	REFUNDS CHECK NO. - 00598175	866.86
EVELINA STANLEY 785 TUCKER RD	REFUNDS CHECK NO. - 00598261	174.09
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80121849	1,053.79
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80121857	302.67

HAYDEN HOMES LLC 2464 SW GLACIER PLACE	REFUNDS CHECK NO. - 00598171	123.78
INNOVIA FOUNDATION 812 W RIVERSIDE AVE	REFUNDS CHECK NO. - 00598180	221.83
JULIE A MILLS 12710 N MILL RD	REFUNDS CHECK NO. - 00598179	143.13
KXLY SPOKANE TELEVISION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80121932	14,995.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LONG BUSINESS FORMS LLC	OFFICE SUPPLIES ACH PMT NO. - 80122073	664.03
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80121870	24,957.73
NIKLEXI LLC 627 E FRANCIS AVE	REFUNDS CHECK NO. - 00598174	202.08
NINA YOUNG 3817 E 29TH AVE	REFUNDS CHECK NO. - 00598336	11,246.00
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00598168	685.80
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80121875	426.82
PATRICIA GREEN 1736 E BROAD AVE	REFUNDS CHECK NO. - 00598272	273.62
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80121879	96.92
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80121881	154.56
STELLAR INDUSTRIAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80121889	22.10
THERESA NARDELLO 714 LAUREL AVE	REFUNDS CHECK NO. - 00598178	250.54
TREY MCALISTER 1275 4TH ST	REFUNDS CHECK NO. - 00598263	418.75
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80121961	1,615.00
WATSON MANAGEMENT CO INC 102 E BALDWIN AVE	REFUNDS CHECK NO. - 00598260	302.60
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80121965	13,780.31

TOTAL FOR 4100 - WATER DIVISION

1,227,292.36

CH2M HILL ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00598377	22,269.68
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80122060	672.00
THERESA NARDELLO 714 LAUREL AVE	REFUNDS CHECK NO. - 00598178	33.11

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		----- 22,974.79
4300 - SEWER FUND		

THERESA NARDELLO 714 LAUREL AVE	REFUNDS CHECK NO. - 00598178	40.23
TOTAL FOR 4300 - SEWER FUND		----- 40.23
4310 - SEWER MAINTENANCE DIVISION		

ALEX EMENEGGER	SAFETY SUPPLIES CHECK NO. - 00598169	180.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80121910	833.44
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80121912	47.82
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80121912	10.12
CENTURYLINK	TELEPHONE CHECK NO. - 00598255	330.88
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80121920	10,371.24
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80121859	74,626.32
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80121923	8.55
DOUG R UHLENKOTT	SAFETY SUPPLIES CHECK NO. - 00598186	158.04
MARTIN BLISS	SAFETY SUPPLIES ACH PMT NO. - 80121905	360.00
PACIFIC PETROLEUM & SUPPLY PACIFIC PETROLEUM DIST INC	OPERATING SUPPLIES ACH PMT NO. - 80121948	2,257.61
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80121876	2,886.16
SME SOLUTIONS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80121957	498.41
T-MOBILE	CELL PHONE	

	CHECK NO. - 00598279	588.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80121962	2,488.63

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN GLOVE INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80121966	4,954.83
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		----- 100,600.05

4320 - RIVERSIDE PARK RECLAMATION FAC

DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80122006	822.81
ENTERPRISE FM TRUST	OPERATING RENTALS/LEASES	
ATTN: CUSTOMER BILLING	ACH PMT NO. - 80122011	577.45
FOXIT SOFTWARE INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80121853	635.20
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80121860	8,032.16
JONATHON ECKHART	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00598257	398.24
JONATHON ECKHART	PER DIEM	
	CHECK NO. - 00598257	97.50
K & L GATES LLP	LEGAL SERVICES	
	ACH PMT NO. - 80122015	44,236.00
MACDONALD-MILLER FACILITY SOLUTIONS LLC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80122017	9,138.02
MCCLINTOCK & TURK INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80122018	78,070.16
POINTE PEST CONTROL	CONTRACTUAL SERVICES	
	CHECK NO. - 00598380	1,466.05
SEAL ANALYTICAL INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80122025	4,495.00
T-MOBILE	CELL PHONE	
	CHECK NO. - 00598279	29.75
VERIZON WIRELESS	TELEPHONE	
	ACH PMT NO. - 80121962	856.29
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		----- 148,854.63

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80121910	833.43
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80121912	277.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00598255	251.62
DALLY ENVIRONMENTAL LLC	TESTING SERVICES ACH PMT NO. - 80122006	822.81
KXLY SPOKANE TELEVISION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80121932	4,880.00
MARTIN BLISS	PERMITS/OTHER FEES ACH PMT NO. - 80121905	364.00
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00598273	83.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80121962	332.00
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80121962	561.62
TOTAL FOR 4330 - STORMWATER		8,406.57

4370 - SEWER CONSTRUCTION FUND		

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80122031	23,800.28
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80122031	80,253.07
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		104,053.35

4480 - SOLID WASTE FUND		

THERESA NARDELLO 714 LAUREL AVE	REFUNDS CHECK NO. - 00598178	54.56
TOTAL FOR 4480 - SOLID WASTE FUND		54.56

4490 - SOLID WASTE DISPOSAL		

BIG SKY INDUSTRIAL/DIV OF ROCHELLE CONSTRUCTION SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00598376	963.56
DEECO INC	EMISSION TESTING ACH PMT NO. - 80122049	41,620.00
J & T'S LAWN CARE INC DBA GREENSCAPE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80122014	844.75
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80122069	24,985.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80122019	5,188.40
PETERS & KEATTS WA LLC DBA L & M TRUCK SALES	OPERATING RENTALS/LEASES ACH PMT NO. - 80122070	34,803.26
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		108,405.72

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80122036	155.23
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80121849	325.11
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80122027	860.01
TOTAL FOR 4500 - SOLID WASTE COLLECTION		1,340.35

4700 - DEVELOPMENT SVCS CENTER

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80121923	8.55
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80121973	60.00
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80122011	1,905.93
FIREPOWER INC 10220 N NEVADA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00598267	15.00
JEFFREY A BEDARD	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80122116	60.00
LENNAR NORTHWEST 33455 6TH AVE S	PERMIT REFUNDS PAYABLE CHECK NO. - 00598388	157.00
MAINSTREAM ELECTRIC LLC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00598385	105.00
RIGHT NOW HEATING & COOLING 212 EVANS ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00598387	104.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80122093	634.85
TENA RISLEY	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80122118	60.00
TRADEMARK HEATING & COOLING 171 W LACEY AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00598270	35.00

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE
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	ACH PMT NO. - 80122106	127.50
WA ASSN OF BUILDING OFFICIALS	PUBLICATIONS CHECK NO. - 00598280	3,824.34
WILL COURCHAINED PO BOX 685	PERMIT REFUNDS PAYABLE CHECK NO. - 00598265	673.50
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		7,770.67

5100 - FLEET SERVICES FUND

ADAM RUSSELL	PER DIEM CHECK NO. - 00598276	241.50
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80122036	37,358.86
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80122036	3,594.14
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80122036	31.80
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80122044	2,623.93
CLEAN ENERGY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80122045	19,272.78
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80122046	24,546.84
COMCAST	WEB SERVICES ACH PMT NO. - 80122047	177.64
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80122054	3,022.57
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80121852	30,313.76
GENUINE PARTS COMPANY DBA NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80121941	125,118.77
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80122050	21,962.87
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80122069	5,703.12
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00598390	1,248.07
MEGA WASH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80122076	3,880.35

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80122021	2,492.32
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80122081	31.72

POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80122084	9,408.41
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00598188	9,063.05
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00598395	179.50
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80122096	4,847.17
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00598382	263.84
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80122110	5,487.49
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80122110	1,246.28-
TOTAL FOR 5100 - FLEET SERVICES FUND		309,624.22

5110 - FLEET SVCS EQUIP REPL FUND

ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80122011	2,967.63
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		2,967.63

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80121844	278.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80122099	8,109.41
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		8,387.41

5300 - IT FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00598255	151.13
COMPUNET INC LB 410802	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80121839	6,950.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80121839	1,201.03
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80122007	153.68
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80122092	37.44

ZAYO GROUP HOLDINGS INC	TELEPHONE	
	ACH PMT NO. - 80121904	1,967.88
TOTAL FOR 5300 - IT FUND		----- 10,461.41
5310 - IT CAPITAL REPLACEMENT FUND		

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80122007	13,507.52
ZERO DB COMMUNICATIONS LLC	FIBER OPTICS	
	ACH PMT NO. - 80121996	43,599.97
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		----- 57,107.49
5600 - ACCOUNTING SERVICES		

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80121945	43,904.00
TOTAL FOR 5600 - ACCOUNTING SERVICES		----- 43,904.00
5700 - MY SPOKANE		

DEXON COMPUTER INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80121845	276.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	24.84
TOTAL FOR 5700 - MY SPOKANE		----- 300.84
5800 - RISK MANAGEMENT FUND		

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80122105	18,404.55
TOTAL FOR 5800 - RISK MANAGEMENT FUND		----- 18,404.55
5810 - WORKERS' COMPENSATION FUND		

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AND COUNCIL MEMBERS		PAGE 23
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80121844	8.55
OCCUPATIONAL HEALTH SOLUTIONS	PROFESSIONAL SERVICES	
INC	ACH PMT NO. - 80121944	3,005.50
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		----- 3,014.05
5830 - EMPLOYEES BENEFITS FUND		

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	

	ACH PMT NO. - 80122008	28,761.89
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80122016	462,468.61
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80121951	664,019.45
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE ADMINISTRATION ACH PMT NO. - 80121953	1,492.00

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,156,741.95
5900 - FACILITIES MANAGEMENT FUND OPS		

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	CONTRACTUAL SERVICES ACH PMT NO. - 80121979	1,197.04
ALLIANT INSURANCE SERVICES INC	INSURANCE PREMIUMS ACH PMT NO. - 80121909	8,636.65
ATS INLAND NW LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80122000	4,261.90
INLAND EMPIRE FIRE PROTECTION COMPANY	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00598170	1,574.00
INLAND EMPIRE FIRE PROTECTION COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00598170	13.08
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	PUBLIC UTILITY SERVICE ACH PMT NO. - 80121935	593.52
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80121935	21.70

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		16,297.89
5901 - ASSET MANAGEMENT FUND CAPITAL		

M & L SUPPLY CO INC	MACHINERY/EQUIPMENT CHECK NO. - 00598391	10,892.99
HONORABLE MAYOR AND COUNCIL MEMBERS		10/16/23 PAGE 24
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		10,892.99
5902 - PROPERTY ACQUISITION POLICE		

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80121843	2,529.74
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80121843	1,952.97

TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		4,482.71
5903 - PROPERTY ACQUISITION FIRE		

KENT D BRUCE COMPANY	VEHICLES	
KENT D BRUCE-OWNER	CHECK NO. - 00598383	1,222.49
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80121921	14,689.24

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		15,911.73
5904 - FACILITIES CAPITAL		

PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80122085	5,417.30
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80122085	12,857.64

TOTAL FOR 5904 - FACILITIES CAPITAL		18,274.94
6200 - FIREFIGHTERS' PENSION FUND		

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80122008	1,488.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80121951	53,339.90

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		54,827.90
6255 - LAW ENFORCEMENT RECORDS MGMT		

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY	
	ACH PMT NO. - 80121885	8,748.50

TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		8,748.50
HONORABLE MAYOR		10/16/23
AND COUNCIL MEMBERS		PAGE 25
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
6300 - POLICE PENSION		

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80122008	1,299.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00598379	10,103.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80121951	32,002.08

TOTAL FOR 6300 - POLICE PENSION		43,404.08
6730 - PARKING & BUSINESS IMPROV DIST		

DOWNTOWN SPOKANE PARTNERSHIP	SPECIAL ASSESSMENT PRIN (CURR)	
	ACH PMT NO. - 80122041	19.56

TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST 19.56

6920 - CLAIMS CLEARING FUND

DOUG D JONES II ACCOUNTS PAYABLE
1423 E SANSON AVE CHECK NO. - 00598389 547.41

TOTAL FOR 6920 - CLAIMS CLEARING FUND -----
547.41

TOTAL CLAIMS -----
5,697,242.74



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/18/2023
Clerk's File #	CPR 2023-0003
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE MURRAY 6032
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: October 14, 2023.
Payroll check #570468 through check #570612 \$9,018,763.70

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 9,018,763.70

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor JONES, GARRETT

Council Notifications

Study Session\Other

Council Sponsor

Distribution List

Additional Approvals

Purchasing

PAYROLL RECAP BY FUND

PAY PERIOD ENDING OCTOBER 14, 2023

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	13,028.25
0230	CIVIL SERVICE	40,230.65
0260	CITY CLERK	20,833.60
0320	COUNCIL	56,751.68
0330	PUBLIC AFFAIRS / COMMUNICATIONS	36,622.84
0370	ENGINEERING SERVICES	201,795.95
0410	FINANCE	35,035.80
0430	GRANTS MNGMT & FINANCIAL ASSIST	0.00
0450	CD/HS DIVISION	12,848.80
0470	HISTORIC PRESERVATION	7,897.64
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	4,432.80
0500	LEGAL	129,547.50
0520	MAYOR	23,185.60
0550	NEIGHBORHOOD SERVICES	17,880.00
05601	MUNICIPAL COURT	125,430.28
0570	OFFICE OF HEARING EXAMINER	8,125.60
0620	HUMAN RESOURCES	35,504.44
0650	PLANNING SERVICES	63,130.41
0680	POLICE	2,077,969.21
0690	PROBATION SERVICES	47,363.21
0700	PUBLIC DEFENDERS	96,613.66
0750	ECONOMIC DEVELOPMENT	9,515.20
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,063,743.12

FUND	FUND NAME	TOTAL
1100	STREET	339,786.11
1200	CODE ENFORCEMENT	61,032.52
1300	LIBRARY	248,073.08
1380	TRAFFIC CALMING MEASURES	2,985.60
1400	PARKS AND RECREATION	388,646.11
1425	AMERICAN RESCUE PLAN	5,414.40
1460	PARKING METER	36,308.38
1620	PUBLIC SAFETY & JUDICIAL GRANT	18,316.91
1625	PUBLIC SAFETY PERSONNEL	243,355.44
1680	CD/HS	61,656.53
1910	CRIMINAL JUSTICE ASSISTANCES	2,186.40
1970	EMS FUND	1,701,985.70
4100	WATER	515,603.60
4250	INTEGRATED CAPITAL FUND	54,870.41
4300	SEWER	636,372.02
4480	REFUSE	638,731.91
4600	GOLF	72,152.88
4700	GENERAL SERVICES FUND	191,314.34
5100	FLEET SERVICE	122,267.00
5200	PUBLIC WORKS & UTILITY FUND	57,041.26
5300	MIS	212,241.08
5400	REPROGRAPHICS	7,814.41
5500	PURCHASING	27,760.01
5600	ACCOUNTING SERVICES	165,258.03
5700	MY SPOKANE	31,657.81
5750	PROJECT MANAGEMENT OFFICE	27,225.60
5800	RISK MANAGEMENT	5,080.00
5810	WORKER'S COMPENSATION	20,475.68
5830	SELF-FUNDED MEDICAL/DENTAL	8,453.40
5900	ASSET MANAGEMENT	43,405.96
6060	CITY RETIREMENT	7,548.00
	TOTAL	9,018,763.70

MINUTES OF SPOKANE CITY COUNCIL

Monday, September 25, 2023

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:35 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Kinnear and Council Members Cathcart, Oelrich, Stratton, Wilkerson, and Zappone were present. Council Member Bingle arrived at 3:36 p.m.

Acting City Administrator Garrett Jones; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

Current Agenda Review

The City Council reviewed the September 25, 2023, Current Agenda.

Emergency Ordinance C36445 (Council Sponsors: Council Members Cathcart and Stratton)

Motion by Council Member Cathcart, seconded by Council Member Stratton, **to suspend** Council Rules for purposes of adding Ordinance C36445; **carried 7-0.**

Motion by Council Member Cathcart, seconded by Council Member Stratton, **to add** Ordinance C36445—relating to animal control regulations—to the 6:00 p.m. Legislative Agenda; **carried 7-0.**

Resolution 2023-0081 (Council Members Zappone and Wilkerson)

Motion by Council Member Wilkerson, seconded by Council Member Stratton, **to suspend** Council Rules to consider substitution of Resolution 2023-0081; **carried 7-0.**

Motion by Council Member Zappone, seconded by Council Member Stratton, **to substitute** Resolution 2023-0081 with one slight change and that is to include the missing word “actions” after Mayor Woodward’s name (in the “NOW, THEREFORE, BE IT RESOLVED” clause); **carried 7-0.**

Five-Year Contract with Waste Connections (OPR 2023-0976) (Council President Kinnear)

Council Member Wilkerson requested to take separately Consent Agenda Item No. 3—Five-year Contract with Waste Connections for the transportation of disposal of incinerator ash—during the 6:00 p.m. Legislative Session.

Resolution 2023-0080 (Council Members Zappone and Wilkerson)

Upon review of Resolution 2023-0080—relating to an independent investigation into the allegations made against former City Administrator Johnnie Perkins—the following action was taken:

Motion by Council Member Zappone, seconded by Council Member Bingle, **to defer indefinitely** Resolution 2023-0080 calling for an independent investigation into the allegations made against former City Administrator Johnnie Perkins, as well as the process of review by City leadership and the alleged violations of City policy; **carried 6-1.**

Advance Agenda Review

The City Council received an overview from staff on the October 2, 2023, Advance Agenda items.

Action to Approve October 2, 2023, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the October 2, 2023, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to approve** the October 2, 2023, Advance Agenda; **carried 7-0.**

Council Recess/Executive Session

The City Council adjourned at 4:09 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Kinnear.

Roll Call

On roll call, Council President Kinnear and Council Members Bingle, Cathcart, Oelrich, Stratton, Wilkerson, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports.**

MAYORAL PROCLAMATION

Proclamation Honoring Jeff Thomas and Proclaiming September 25-29, 2023, as Mental Health Awareness Week

Mayor Nadine Woodward read the proclamation and presented it to Jeff Thomas' wife Reggy and daughter Chessey. Reggy provided a thank you and remarked on the proclamation. The proclamation is attached to these minutes for reference.

There were no **Reports from Neighborhood Councils**.

There were no **Boards and Commissions Appointments**.

There were no **Administrative Reports**.

OPEN FORUM

The following individual(s) spoke during the Open Forum:

1. Terry Hill
2. Hallie Burchinal
3. Breia Goeder
4. Kel Eddings
5. James Leighty
6. James Duncan
7. Bobbie Lee Moskalo
8. Dennis Flynn
9. Sarah Love
10. Kathryn Corrick
11. Maximillian Martinet
12. Rick Bocoock
13. Tom Robinson
14. Tim Kinley
15. Sunshine Wigen

CONSENT AGENDA

Subsequent to the opportunity for public testimony and an opportunity for Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Multiple Family Housing Property Tax Exemption Conditional Agreements with:

- a. Pavel Semenikhin & Leigh-Ana Williams, for the future construction of approximately 4 units, at Parcel Number 35341.1125, commonly known as 3925 E. 32nd Avenue. (OPR 2023-0972) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)
- b. Ajit Singh & Hardish Singh Khinda, for the future construction of approximately 9 units, at Parcel Numbers 35053.3608 & 35053.3609, commonly known as 3134 N. Stuart Street. (OPR 2023-0973) (Council Sponsors: Council Members Bingle and Cathcart)
- c. Ajit Singh & Hardish Singh Khinda, for the future construction of approximately 6 units, at Parcel Number 35053.3615, commonly known as 18 E. Liberty Avenue. (OPR 2023-0974) (Council Sponsors: Council Members Bingle and Cathcart)

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

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

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

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

Contracts with ATS Inland Northwest, LLC (Spokane Valley, WA) for:

- a. the standardized purchase of HVAC equipment and the installation, maintenance, and servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components—\$300,000. (OPR 2023-0979)
- b. the standardized purchase of HVAC maintenance service—\$300,000 annually. (OPR 2023-0980)

(Council Sponsor: Council Member Stratton)

Public Works Contract with T.W. Clark Construction, LLC (Spokane Valley, WA) for the wastewater building office expansion from November 1, 2023, through October 31,

2025—\$865,080 (plus tax, if applicable). (OPR 2023-0981) (Council Sponsor: Council Member Stratton)

Purchase of used undercover vehicle for the Police Department's Tactical Operations Team—not to exceed \$40,000 (incl. tax and commissioning). (OPR 2023-0983) (Council Sponsor: Council Member Stratton)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through September 15, 2023, total \$9,465,047.99 (Check Nos.: 597352-597595; ACH Nos.: 120785-121053), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,882,886.46. (CPR 2023-0002)
- b. Payroll claims of previously approved obligations through September 16, 2023: \$9,472,919.92 (Check Nos.: 570176-570334). (CPR 2023-0003)

City Council Meeting Minutes: September 11, September 14, and September 21, 2023. (CPR 2023-0013)

Five-year Contract with Waste Connections (OPR 2023-0976 / RFP 5817-23) (taken separately) (Council Sponsor: Council President Kinnear)

Upon 7-0 Voice Vote (in the affirmative), the City Council **approved** five-year Contract with Waste Connections (Vancouver, WA) for the transportation and disposal of incinerator ash from the Waste to Energy Facility beginning November 17, 2023—anticipated annual cost approximately \$4,500,000.

LEGISLATIVE AGENDA

(Note: Items were not taken in the order as they appeared on the agenda.)

HEARINGS

Resolution 2023-0079 Authorizing a Transfer of Real Property (3011 E. Wellesley Avenue) (Council Sponsors: Council Members Bingle and Cathcart)

The City Council held a hearing on Resolution 2023-0079. After an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0079** authorizing a transfer of real property (3011 E. Wellesley Avenue) to the Northeast Public Development Authority and execution of Purchase and Sale Agreement.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Final Reading Ordinance C36441 Relating to Shoreline Regulations to Accommodate Aquaculture (Council Sponsors: Council President Kinnear and Council Member Stratton)

The City Council held a hearing on Final Reading Ordinance C36441. After receiving public testimony from two representatives of the Coeur d'Alene Tribe and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36441** relating to shoreline regulations to accommodate aquaculture amending Spokane Municipal Code Section 17C.190.500 Agriculture; Section 17E.060.470 Aquaculture; and Section 17E.060.690 Shoreline Primary Use.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36442 (Relates to OPR 2023-0975 under the Consent Agenda) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

After an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36442** amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Miscellaneous Grants Fund

1) Increase revenue by \$500,000.

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

2) Increase appropriation by \$500,000.

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

(This action arises from the need to accept the congressionally designated award for DVIT.)

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

EMERGENCY ORDINANCES

Emergency Ordinance C36443 (Council Sponsors: Council President Kinnear and Council Member Cathcart)

After a brief overview by Council President Kinnear, public testimony from one individual, and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Emergency Ordinance C36443** amending the specific type of police vehicles allowed to be procured and commissioned as sited in Ordinance C36249 that was passed by the council on August 1, 2022, and declaring an emergency.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

For Council action on Emergency Ordinance C36445, see further below.

FINAL READING ORDINANCES

Final Reading Ordinance C35425 (as amended) (Council Sponsors: Council Members Bingle and Cathcart)

After brief commentary by Eldon Brown of Development Services and an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C35425**, as amended, vacating a portion of Ross Court from the East line of re-aligned North Crescent to the West line of Granite Street.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None

Abstain: None
Absent: None

For Council action on Final Reading Ordinances C36439 and C36440, see section of minutes further below.

For Council action on Final Reading Ordinance C36441, see section of minutes above under “Hearings.”

EMERGENCY ORDINANCES (Continued)

Emergency Ordinance C36445 (as added during the 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Cathcart and Stratton)

After receiving public testimony and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Emergency Ordinance C36445** relating to animal control regulations, amending section 10.74.030, establishing new sections 10.74.090, 10.74.100, and 10.74.110, and repealing chapter 10.24A of the Spokane Municipal Code; and declaring an emergency.

Ayes: Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: Bingle
Absent: None

Council Recess

The City Council recessed at 8:16 p.m. and reconvened at 8:30 p.m., with Council Member Zappone returning to the dais at 8:31 p.m.)

RESOLUTIONS

For Council action on Resolution 2023-0079, see section of minutes under “Hearings (above).”

For Council action on Resolution 2023-0080, see section of minutes under 3:30 p.m. Briefing Session.

For Council action on Resolution 2023-0081, see section of minutes further below.

Resolution 2023-0082 (Council Sponsors: Council President Kinnear and Council Member Cathcart)

After a brief introduction by Council President Kinnear and an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0082** calling for the establishment of a Joint Task Force to develop and implement a Spokane Independent Inspector General.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2023-0083 (Council Sponsors: Council President Kinnear and Council Member Oelrich)

After a brief introduction by Council President Kinnear and an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0083** amending the appointments of Council Members to boards and commissions.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

FINAL READING ORDINANCES (continued)

For Council action on Ordinance C35425, see section of minutes above.

Final Reading Ordinance C36439 (deferred from September 18, 2023, Agenda) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

After a brief introduction by Council President Kinnear and an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **passed Final Reading Ordinance C35439** providing an increase in City business registration fees; amending SMC Section 08.02.0206(A) and 08.02.0206(B) of the Spokane Municipal Code.

Ayes: Bingle, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: Cathcart
Abstain: None
Absent: None

Final Reading Ordinance C36440 (deferred from September 18, 2023, Agenda) (Council Sponsors: Council President Kinnear and Council Member Stratton)

After a brief introduction by Council President Kinnear and an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C35440** relating to Noise Control, amending SMC section 13.02.0310, to chapter 13.02, and amending SMC section 10.70.040 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

For action on Final Reading Ordinance C36441, see section of minutes under “Hearings” (above).

FIRST READING ORDINANCES

The following Ordinance was read for the first time, with further action deferred. Public testimony was allowed; however, no individuals requested to speak.

ORD C35444 Relating to the regulation of massage and reflexology businesses, and establishing a process for the denial or revocation of business licenses due to illegal activity; adopting a new Chapter 10.78, amending Chapter 8.01 by adding a new section 8.01.320, and amending section 4.04.050 of the Spokane Municipal Code. (Council Sponsors: Council President Kinnear and Council Member Stratton)

RESOLUTIONS (continued)

Resolution 2023-0081 (Council Sponsors: Council Members Zappone and Wilkerson)

Upon consideration of Resolution 2023-0081, Council President Kinnear noted the number of people who have signed up to speak and noted the meeting would go past 10:00 p.m. or speakers could be limited to two minutes each to speak. The following action was taken:

Motion by Council Member Bingle, seconded by Council Member Stratton, **to extend the meeting time to 10:30 p.m.; carried 7-0.**

Public testimony then ensued on Resolution 2023-0081. At the end of public testimony, the following actions were taken:

Motion by Council Member Bingle, seconded by Council Member Zappone, **to extend the meeting** to 11:00 p.m.; **carried 7-0.**

Motion by Council Member Cathcart, seconded by Council Member Bingle, **that the City Council releases our attorney client privilege** related to any and all legal documents associated with denouncing or censoring resolutions; **rejected 1-6.**

Council commentary was held, after which the following actions were taken:

Motion by Council Member Oelrich, seconded by Council Member Wilkerson, **to defer** Resolution 2023-0081 for one week, to October 2, 2023; **rejected 1-6.**

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to continue the meeting** for an additional ten minutes; **carried 7-0.**

Upon 4-3 Roll Call Vote, the City Council **adopted Resolution 2023-0081** formally denouncing Mayor Nadine Woodward's actions that affiliated the City of Spokane and its residents with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht.

Ayes: Kinnear, Stratton, Wilkerson, and Zappone
Nos: Bingle, Cathcart, Oelrich
Abstain: None
Absent: None

There were no **Special Considerations.**

For Hearing items, see section of minutes above following Open Forum.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 10:59 p.m.

Minutes prepared and submitted for publication in the October 11, 2023, issue of the *Official Gazette*.

Terri Pfister
City Clerk

Approved by Spokane City Council on October 23, 2023.

Lori Kinnear
City Council President

MINUTES OF SPOKANE CITY COUNCIL

Monday, October 9, 2023

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Kinnear and Council Members Bingle, Cathcart, Oelrich, Stratton, Wilkerson, and Zappone were present.

Acting City Administrator Garrett Jones; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

Current Agenda Review

The City Council reviewed the October 9, 2023, Current Agenda.

OPR 2023-0083 Contract Amendment No. 1 with the Washington State Department of Commerce

Motion by Council Member Wilkerson, seconded by Council Member Oelrich, **to suspend** Council Rules for the purpose of adding OPR 2023-0083—Contract Amendment No. 1 with the Washington State Department of Commerce—to tonight's agenda; **carried 7-0.**

Motion by Council Member Wilkerson, seconded by Council Member Bingle, **to add** OPR 2023-0083—Contract Amendment No. 1 with the Washington State Department of Commerce for ROW funding—\$144,650—to tonight's agenda; **carried 7-0.**

First Reading Ordinance C36449

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to substitute** Ordinance C36449—establishing the Language Access Program for the City of Spokane—with updated version; **carried 7-0.**

Resolution 2023-0088 (Council Sponsors: Council Members Zappone and Wilkerson)

Motion by Council Member Zappone, seconded by Council Member Wilkerson, **to suspend** Council Rules in order to substitute Resolution 2023-0088 with version that Policy Advisor Chris Wright circulated after 1:00 p.m.; **carried 6-1.**

Motion by Council Member Wilkerson, seconded by Council Member Oelrich, **to substitute** Resolution 2023-0088—stating the Spokane City Council's opposition to MEASURE NO. 1 entitled, TWO-TENTHS OF ONE PERCENT SALES AND USE TAX

FOR CRIMINAL JUSTICE, PUBLIC SAFETY, CORRECTIONAL INFRASTRUCTURE, AND BEHAVIOR HEALTH PURPOSES, submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election—with the version circulated by Chris Wright; **carried 6-1.**

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to substitute** Resolution 2023-0088—stating the Spokane City Council’s opposition to MEASURE NO. 1 entitled, TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, CORRECTIONAL INFRASTRUCTURE, AND BEHAVIOR HEALTH PURPOSES, submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election—with Council Member Bingle’s version; **rejected 5-2.**

Resolution 2023-0091

Motion by Council Member Bingle, seconded by Council Member Zappone, **to suspend** Council Rules for Resolution 2023-0091; **carried 7-0.**

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to add** Resolution 2023-0091—condemning the violent act of war perpetrated against the State of Israel and affirming its right to exist and defend itself—to tonight’s Legislative Agenda; **carried 7-0.**

Advance Agenda Review

The City Council received an overview from staff on the October 16, 2023, Advance Agenda items.

Special Budget Ordinance C36451

Motion by Council Member Oelrich, seconded by Stratton, **to defer indefinitely** Special Budget Ordinance C36451 until after the Budget; **rejected 0-7.**

Action to Approve October 16, 2023, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the October 16, 2023, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to approve** the October 16, 2023, Advance Agenda; **carried 7-0.**

Council Recess/Executive Session

The City Council adjourned at 4:22 p.m. No Executive Session was held. The City Council reconvened at 6:02 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Girl Scouts of Eastern Washington/Northern Idaho.

Roll Call

On roll call, Council President Kinnear and Council Members Bingle, Cathcart, Oelrich, Stratton, Wilkerson, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports**.

MAYORAL PROCLAMATIONS

October 11, 2023 *International Day of the Girl*

Council Member Wilkerson read the proclamation. Brian Newberry, Chief Executive Officer of the Girls Scouts of Eastern Washington and Northern Idaho, accepted the proclamation and remarked on the event.

October 2023 *Pregnancy and Infant Loss Awareness Month*

Council Member Bingle read the proclamation. Kady Langan accepted the proclamation and remarked on personal loss and the event.

October 9, 2023 *Indigenous Peoples' Day*

Council Member Stratton first read the "Land Acknowledgement" adopted by City Council under Resolution 2021-0019 (and which appears on page 2 of the weekly City Council agenda). She then read the proclamation. Tiger Peone, Spokane Tribal Council, accepted the proclamation and provided remarks on the Land Acknowledgement and the proclamation.

The Mayoral Proclamations are attached to the minutes for reference.

There were no **Reports from Neighborhood Councils**.

There were no **Boards and Commissions Appointments**.

ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND AFFAIRS OF THE CITY

Mayor Woodward presented the Annual Mayoral Statement of the Conditions and Affairs of the City. See attachment to these minutes.

There were no **Administrative Reports**.

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Bryanna Franzen
- Lindsey Soffes
- Jennifer Hoover
- Kevin Van Hook
- Edwin L. Andrews II
- Megra Flatman
- Tonia Comstock
- Rick Bocock
- Mike Gleason
- Justice Forral
- Eugene Knowles
- William Hulings
- Sheri Barnett
- John Alder
- Antone Velone

CONSENT AGENDA

Subsequent to the opportunity for public testimony and an opportunity for Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Consultant Agreement with Financial Consulting Group, Inc. (Redmond, WA) to conduct the Development Service Center Cost of Service/Fee Analysis from September 18, 2023, to August 3, 2024-\$106,270 (plus tax, if applicable). (OPR 2023-1013) (Council Sponsor: Council Member Bingle)

Public Works Agreement with Duke's Root Control, Inc. (Syracuse, NY) for routine maintenance sewer pipe chemical root control for the Wastewater Management Department from September 1, 2023, through August 31, 2024—\$50,000 (incl. tax). (OPR 2023-1014) (Council Sponsor: Council President Kinnear)

Contract Amendment with Parametrix (Spokane) for 2021-2022 construction management on-call consulting—additional \$60,000. Total contract amount: \$860,000. (OPR 2020-0863 / ENG 2021059) (Council Sponsor: Council President Kinnear)

Contract Amendment with Tierra Right of Way Services, LTD. (Tucson, AZ) for 2021-2022 historic resource on-call services—additional \$100,000. Total contract amount: \$300,000. (OPR 2020-0838 / ENG 2021060) (Council Sponsor: Council President Kinnear)

Master Software Services Agreement with Rubicon Global, LLC (Atlanta, GA) for route management and telematics solutions from October 1, 2023, through September 30, 2024, utilizing Sourcewell Contract No. 020221-RUB—\$157,819 (plus tax, if applicable). (OPR 2023-1015) (Council Sponsor: Council Member Bingle)

Contract Extension with Systems & Software, Inc. (Winooski, VT) for annual support and maintenance of enQuesta, the City's Utility Billing Management System, from November 1, 2023, through October 31, 2024—\$218,643.79 (plus tax, if applicable). (OPR 2019-0364 / RFP 4480-18) (Council Sponsor: Council Member Bingle)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through September 29, 2023, total \$9,020,316.77 (Check Nos.: 597835-597954; ACH Nos.: 121298-121541) , with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,671,009.20. (CPR 2023-0002)
- b. Payroll claims of previously approved obligations through September 30, 2023: \$9,128,710.10 (Check Nos.: 570335-570467). (CPR 2023-0003)

City Council Meeting Minutes: September 28 and October 5, 2023. (CPR 2023-0013)

Amendment No. 1 to Interlocal Cooperation Act Agreement with Spokane County for Establishment of the Spokane County Tourism Promotion Area (TPA) adding \$1 per day to the existing \$2 per day additional charge enacted in County Ordinance 22-0602 and adding two additional voting members to the current three for a total of five voting members. (OPR 2022-0622) (Council Sponsors: Council President Kinnear and Council Member Zappone)

Contract Amendment No. 1 with the Washington State Department of Commerce for ROW funding award to be used for services related to housing and homelessness from July 1, 2023, to June 30, 2025—\$4,144,650. (OPR 2023-0083) (as added during the 3:30 p.m. Briefing Session)

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2023-0086 (Council Sponsors: Council Members Cathcart and Bingle)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0086** setting the Assessment Roll Hearing before City Council for December 4, 2023, for the Downtown Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2024 assessments to business and property owners.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2023-0087 (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0087**, setting the Assessment Roll Hearing before City Council for December 4, 2023, for the East Sprague Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2024 assessments to business and property owners.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2023-0088 (as substituted during the 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Zappone and Wilkerson)

After receiving public testimony and Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote, the City Council **adopted Resolution 2023-0088**, as substituted, stating the Spokane City Council's opposition to MEASURE

NO. 1 entitled, TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, CORRECTIONAL INFRASTRUCTURE AND BEHAVIOR HEALTH PURPOSES, submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election.

Ayes: Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: Bingle and Cathcart
Abstain: None
Absent: None

Resolution 2023-0091 (as added during the 3:30 p.m. Briefing Session)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0091** condemning the violent act of war perpetrated against the state of Israel.

Ayes: Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

There were no **Final Reading Ordinances**

FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred. Public testimony was received on the First Reading Ordinances.

ORD C35448 Relating to the paper cuts code amendments 2023 project amending Spokane Municipal Code (SMC) Section 17C.110.225 Accessory Structures; Section 17C.120.580 Plazas and Other Open Spaces; Section 17C.230.145 Development Standards for Residential Uses; Section 17C.240.250 Off-Premises Signs; Section 17C.250.020 Dimensional Standards; and Section 17G.080.040 Short Subdivisions. (Council Sponsors: Council Members Stratton and Bingle)

ORD C36449 Establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code. (As substituted during the 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Cathcart and Wilkerson)

There were no **Special Considerations**.

There were no **Hearings**.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 8:22 p.m.

Minutes prepared and submitted for publication in the October 18, 2023, issue of the *Official Gazette*.

Terri Pfister
City Clerk

Approved by Spokane City Council on October 23, 2023.

Lori Kinnear
City Council President

MEETING MINUTES
City of Spokane
City Council Study Session
October 12, 2023

Call to Order: 11:02 a.m.

Recording of the meeting may be viewed here at <https://vimeo.com/spokanecitycouncil>.

Direct link: <https://vimeo.com/873838131>

Attendance:

Committee Members Present: Council President Kinnear (left at 11:52 a.m.), Council Members Cathcart, Stratton, Wilkerson, Bingle (arrived at 11:03 a.m.; left at 11:32 a.m.; returned at 11:38 a.m.), Zappone (arrived at 11:03 a.m.), and Oelrich.

Committee Members Absent: None

Agenda Items:

1. QR3 Economic Report

- Presenter:
Dr. Patrick Jones, Eastern Washington University
Dr. Kelley Cullen, Eastern Washington University
- Action taken:
No action taken. Presentation and discussion only.

2. Minor Contract Update Discussion

- Presenter:
Jason Nechanicky, City of Spokane
- Action taken:
No action taken. Presentation and discussion only.

3. Regional Homeless Authority Discussion

- Presenter:
Gavin Cooley, Spokane Regional Collaborative
- Action taken:
No action taken. Presentation and discussion only.

Executive Session:

None

Adjournment:

The meeting adjourned at 12:28 p.m.

Minutes prepared and submitted for publication in the October 25, 2023, issue of the Official Gazette.

Giacobbe Byrd
Director, Council Office

Approved by City Council on October 23, 2023.

Lori Kinnear
City Council President

Attest:

Terri L. Pfister
City Clerk



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/16/2023
Clerk's File #	FIN 2023-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MATT BOSTON X6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0320 - SETTING HEARING ON 2024 POSSIBLE REVENUE SOURCES

Agenda Wording

Setting public hearing on possible revenue sources for the 2024 Budget on October 30, 2023.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2024 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 13, 2023 agenda.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 561,058

Select \$

Select \$

Select \$

Budget Account

0020881009999931112

#

#

#

Approvals

Dept Head BYRD, GIACOBBE

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 9/18 Finance Committee

Council Sponsor CP Kinnear and CM Wilkerson

Distribution List

mboston@spokanecity.org

ehaugen@spokanecity.org

jstratton@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org ; x6820
Council Sponsor(s)	CP Kinnear, CM Wilkerson,
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Set Revenue Hearing
Summary (Background)	Setting public hearing on possible revenue sources for the 2024 Budget on October 30, 2023.
*use the Fiscal Impact box below for relevant financial information	A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2024 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 13, 2023 agenda.
Proposed Council Action	Setting the hearing date for 10/30/2023
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) What impacts would the proposal have on historically excluded communities? N/A - This is a hearing to gather response from community and required by RCW, no proposal made.	
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 is a hearing to gather response from community and required by RCW and comment will be recorded on the above disparities via City Council record.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A - This is a hearing to gather response from community and required by RCW, no proposal made	
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 This is a hearing to gather response from community and required by RCW, no proposal made



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/18/2023
Clerk's File #	OPR 2023-1096
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2022071
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 25544
Agenda Item Name	0370 – LOW BID AWARD – THORPE RESERVOIR (2022071) – T BAILEY		

Agenda Wording
 Low Bid of T Bailey, Inc. of (Anacortes, WA) for the Thorpe Reservoir in the amount of \$5,044,985.00 plus tax. An administrative reserve of \$504,498.50 plus tax, which is 10% of the contract, will be set aside. (Grandview/Thorpe Neighborhood Council)

Summary (Background)
 On October 16, 2023 bids were opened for the above project. The low bid was from T Bailey, Inc. in the amount of \$5,044,985.00, which is \$1,360,634.59 or 21.2% under the Engineer's Estimate. For this project, bids were accepted for either a steel or concrete tank. Four bids were received as follows for a steel reservoir: T Bailey, Inc. - \$5,044,985.00; Chicago Bridge & Iron Company - \$5,133,401.00; and Wesslen Construction, Inc. - \$6,588,404.00. Two bids were received as follows for a concrete

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ 500,000.00	# 4250-42300-94340-56501-15807
Expense	\$ 4,544,985.00	# 4250-98818-94340-56501-15807
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	ADAMS, JONATHAN R.	Study Session\Other	PIES 7/24/23
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON,	eraea@spokanecity.org	
For the Mayor	JONES, GARRETT	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing	PRINCE, THEA	ddaniels@spokanecity.org	
		jgraff@spokanecity.org	
		pyoung@spokanecity.org	
		gtanaka@tbailey.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

reservoir: Wesslen Construction - \$6,974,216.00 and Inland Infrastructure LLC - \$8,484,876.00.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

<u>Distribution List</u>	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Thorpe Reservoir #2
Summary (Background)	<ul style="list-style-type: none"> This project constructs a 5 million gallon steel water tank adjacent to the existing 5 million gallon steel water tank. The proposed tank height will be approx. 60' and diameter will be about 125', both the same as the existing adjacent tank. This additional storage is needed in the low pressure zone, the zone which serves most of downtown Spokane. It will also provide redundancy and capacity for growth in the growing west plains area. The City was awarded a low interest DWSRF loan to fund the construction. The loan will be paid off over time with water rate income. As seen in the attached exhibit, the proposed tank is adjacent to an existing tank surrounded by trees which are nearly as tall as the tank itself in a sparsely populated area of town. This project is out of the roadway so will have minimal traffic impacts. Construction is planned for spring 2024 through fall 2025. See attached exhibits.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: _Approx. \$8M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

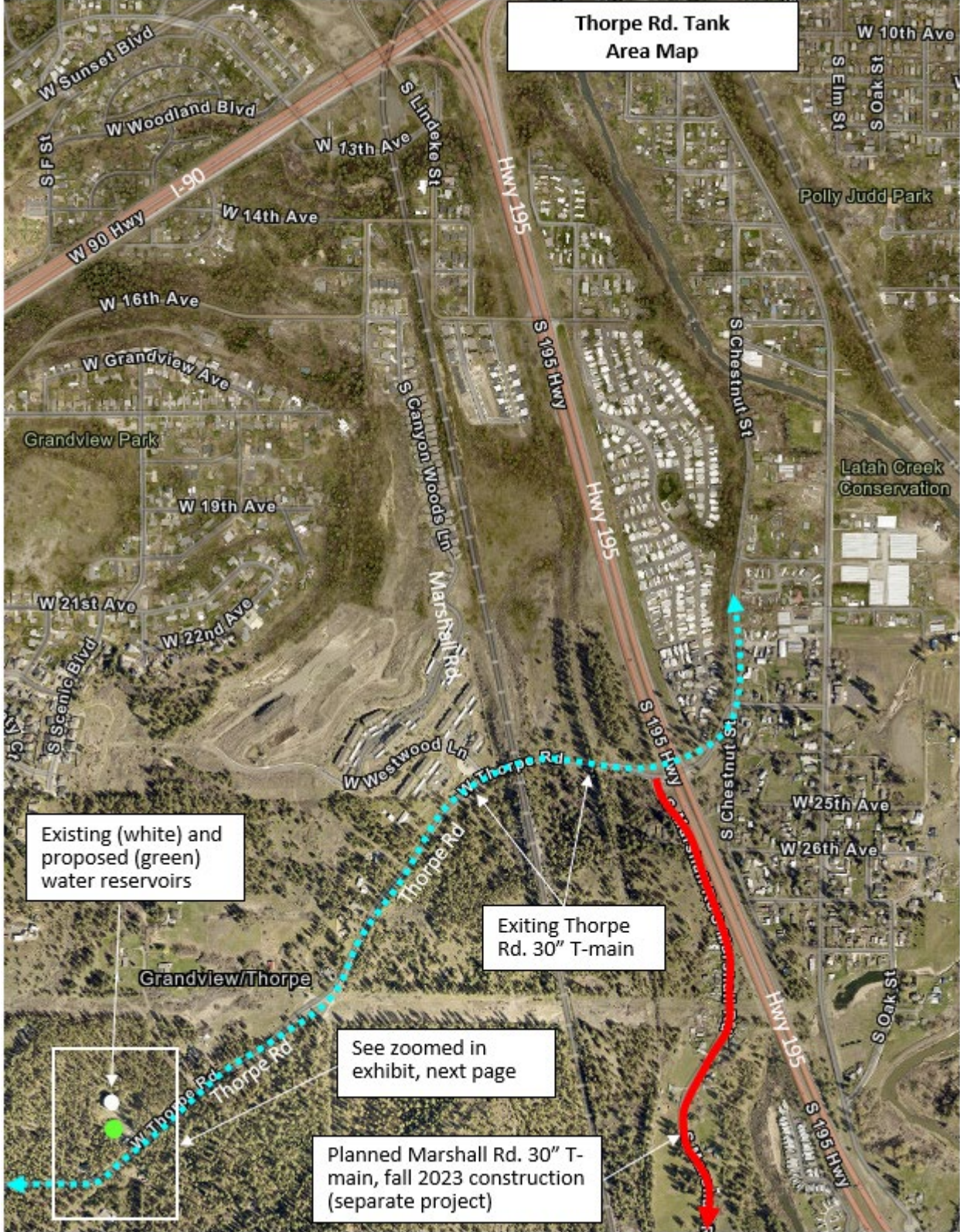
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Thorpe Rd. Tank Area Map



Thorpe Rd. Tank
Site Plan

City owned
parcel

Existing
reservoir

Proposed
reservoir

33002

W Thorpe Rd
Thorpe Rd

W Thorpe Rd

Thorpe Rd

Exiting Thorpe
Rd. 30" T-Main





City of Spokane
PUBLIC WORKS CONTRACT
Title: **THORPE RESERVOIR**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **T BAILEY, INC.**, whose address is 9628 South Marchs Point Road, Anacortes, Washington 98221 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 **THORPE RESERVOIR.**
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 2023, 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. 2022071 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 \$5,044,985.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall not include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. 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. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to

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

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

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

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

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at

reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

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

T BAILEY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

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

23-210a

**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)

PAYMENT BOND

We, **T BAILEY, INC.**, as principal, and Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE MILLION FORTY-FOUR THOUSAND NINE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$5,044,985.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **THORPE RESERVOIR**. 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 October 18th, 2023



T BAILEY, INC.,

AS PRINCIPAL

By: [Signature]

Title: Gene Tanaka, President

Fidelity and Deposit Company of Maryland

AS SURETY

By: [Signature]

Its Attorney in Fact Emma C. Doleshel

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



STATE OF WASHINGTON)
) ss.
County of King)

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

DATED: October 18th, 2023



Signature of Notary Public

My appointment expires 10/26/2024



PERFORMANCE BOND

We, **T BAILEY, INC.**, as principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE MILLION FORTY-FOUR THOUSAND NINE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$5,044,985.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **THORPE RESERVOIR**. 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 October 18th, 2023



T BAILEY, INC.,

AS PRINCIPAL

By: [Signature]
Title: Gene Tanaka, President

Fidelity and Deposit Company of Maryland
AS SURETY

By: [Signature]
Its Attorney in Fact Emma C. Doleshel


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



STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Emma C. Doleshel
 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 October 18th, 2023


Signature of Notary

My appointment expires 10/26/2024



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jim W. DOYLE, Natalie C. CHAU, Steven M. WAGNER, Michael A. MURPHY, Chad M. EPPLE, S.M. SCOTT, Andy D. PRILL, Heather L. ALLEN, Dana BROWN, Theresa A. LAMB, Adam HOWARD, Jim S. KUICH, Emma C. DOLESHEL all of Bothell, Washington, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of September, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

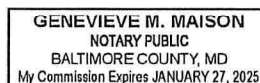
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of October, 2023.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SCHEDULE A-1
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	RECORD DRAWINGS	1.00 LS	\$ 10,000.00	\$ 10,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 10,000.00	\$ 10,000.00
4	POTHOLING	3.00 EA	\$ 293.00	\$ 879.00
5	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 38,000.00	\$ 38,000.00
6	MOBILIZATION	1.00 LS	\$ 90,000.00	\$ 90,000.00
7	CLEARING AND GRUBBING	1.00 LS	\$ 30,000.00	\$ 30,000.00
8	TREE ROOT TREATMENT	15.00 EA	\$ 945.00	\$ 14,175.00
9	TREE PROTECTION ZONE	9.00 EA	\$ 850.00	\$ 7,650.00
10	REMOVE TREE, CLASS I	61.00 EA	\$ 315.00	\$ 19,215.00
11	REMOVE TREE, CLASS II	10.00 EA	\$ 3,200.00	\$ 32,000.00
12	REMOVE TREE, CLASS III	5.00 EA	\$ 4,500.00	\$ 22,500.00
13	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$ 6,500.00	\$ 6,500.00

14	EXCAVATION AND GRADING INCL HAUL	1.00 LS	\$	120,000.00	\$	120,000.00
15	CONTROLLED DENSITY FILL	20.00 CY	\$	240.00	\$	4,800.00
16	CRUSHED SURFACING TOP COURSE	250.00 CY	\$	57.00	\$	14,250.00
17	BALLAST	5.00 CY	\$	227.00	\$	1,135.00
18	CLEANING EXISTING DRAINAGE STRUCTURE	5.00 EA	\$	3,200.00	\$	16,000.00
19	TRENCH SAFETY SYSTEM	1.00 LS	\$	8,000.00	\$	8,000.00
20	TANK PIPING	1.00 LS	\$	450,000.00	\$	450,000.00
21	ESC LEAD	1.00 LS	\$	10,000.00	\$	10,000.00
22	INLET PROTECTION	4.00 EA	\$	220.00	\$	880.00
23	TEMPORARY SEEDING	1,200.00 SY	\$	3.00	\$	3,600.00
24	TOPSOIL TYPE A, 2 INCH THICK	1,200.00 SY	\$	9.00	\$	10,800.00
25	HYDROSEEDING	1,200.00 SY	\$	3.00	\$	3,600.00
26	MODIFY FENCING	1.00 LS	\$	45,000.00	\$	45,000.00
27	CMU BUILDING	1.00 LS	\$	340,000.00	\$	340,000.00
28	RESERVOIR	1.00 LS	\$	3,100,000.00	\$	3,100,000.00

29	4-WAY VALVE BUILDING PLUMBING	1.00 LS	\$	13,000.00	\$	13,000.00
30	4-WAY VALVE BUILDING HVAC	1.00 LS	\$	27,000.00	\$	27,000.00
31	ELECTRICAL, LIGHTING, AND COMMUNICATION SYSTEMS	1.00 LS	\$	45,000.00	\$	45,000.00
32	COATING SYSTEMS FOR NEW WATER STORAGE TANK	1.00 LS	\$	551,000.00	\$	551,000.00
Schedule A-1 Subtotal					\$	<u>5,044,985.00</u>
Summary of Bid Items					Bid Total	\$ <u>5,044,985.00</u>

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

BID TABULATIONS FOR
STEEL RESERVOIR

Project Number 2022071
Project Description Thorpe Reservoir

Original Date 10/16/2023 2:20:00 PM

Project Number: 2022071			Engineer's Estimate		T BAILEY INC (Submitted)		CHICAGO BRIDGE AND IRON COMPANY (Submitted)		WESSLEN CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification										
Schedule 01										
Sales tax shall NOT be included in unit prices										
1	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00	11,760.00	\$11,760.00
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	10,000.00	\$10,000.00	2,000.00	\$2,000.00	840.00	\$840.00
4	POTHOLING	3 EA	500.00	1,500.00	293.00	\$879.00	800.00	\$2,400.00	4,080.00	\$12,240.00
5	TYPE B PROGRESS SCHEDULE	1 LS	10,000.00	10,000.00	38,000.00	\$38,000.00	5,000.00	\$5,000.00	3,360.00	\$3,360.00
6	MOBILIZATION	1 LS	530,968.59	530,968.59	90,000.00	\$90,000.00	455,000.00	\$455,000.00	536,400.00	\$536,400.00
7	CLEARING AND GRUBBING	1 LS	25,000.00	25,000.00	30,000.00	\$30,000.00	125,000.00	\$125,000.00	23,880.00	\$23,880.00
8	TREE ROOT TREATMENT	15 EA	850.00	12,750.00	945.00	\$14,175.00	835.00	\$12,525.00	900.00	\$13,500.00
9	TREE PROTECTION ZONE	9 EA	350.00	3,150.00	850.00	\$7,650.00	800.00	\$7,200.00	810.00	\$7,290.00
10	REMOVE TREE, CLASS I	61 EA	450.00	27,450.00	315.00	\$19,215.00	300.00	\$18,300.00	300.00	\$18,300.00
11	REMOVE TREE, CLASS II	10 EA	1,500.00	15,000.00	3,200.00	\$32,000.00	3,000.00	\$30,000.00	3,000.00	\$30,000.00
12	REMOVE TREE, CLASS III	5 EA	3,000.00	15,000.00	4,500.00	\$22,500.00	4,000.00	\$20,000.00	4,200.00	\$21,000.00
13	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	6,500.00	\$6,500.00	55,000.00	\$55,000.00	6,480.00	\$6,480.00
14	EXCAVATION AND GRADING INCL HAUL	1 LS	50,000.00	50,000.00	120,000.00	\$120,000.00	240,000.00	\$240,000.00	99,000.00	\$99,000.00
15	CONTROLLED DENSITY FILL	20 CY	250.00	5,000.00	240.00	\$4,800.00	300.00	\$6,000.00	180.00	\$3,600.00
16	CRUSHED SURFACING TOP COURSE	250 CY	100.00	25,000.00	57.00	\$14,250.00	115.00	\$28,750.00	81.84	\$20,460.00
17	BALLAST	5 CY	100.00	500.00	227.00	\$1,135.00	200.00	\$1,000.00	120.00	\$600.00
18	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	500.00	2,500.00	3,200.00	\$16,000.00	525.00	\$2,625.00	1,392.00	\$6,960.00
19	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	8,000.00	\$8,000.00	6,000.00	\$6,000.00	8,160.00	\$8,160.00
20	TANK PIPING	1 LS	320,000.00	320,000.00	450,000.00	\$450,000.00	340,000.00	\$340,000.00	621,181.00	\$621,181.00
21	ESC LEAD	1 LS	5,000.00	5,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00	3,360.00	\$3,360.00
22	INLET PROTECTION	4 EA	150.00	600.00	220.00	\$880.00	125.00	\$500.00	240.00	\$960.00
23	TEMPORARY SEEDING	1200 SY	5.00	6,000.00	3.00	\$3,600.00	1.50	\$1,800.00	2.52	\$3,024.00
24	TOPSOIL TYPE A, 2 INCH THICK	1200 SY	6.00	7,200.00	9.00	\$10,800.00	9.00	\$10,800.00	6.85	\$8,220.00
25	HYDROSEEDING	1200 SY	5.00	6,000.00	3.00	\$3,600.00	2.50	\$3,000.00	2.52	\$3,024.00
26	MODIFY FENCING	1 LS	150,000.00	150,000.00	45,000.00	\$45,000.00	35,000.00	\$35,000.00	21,600.00	\$21,600.00
27	CMU BUILDING	1 LS	200,000.00	200,000.00	340,000.00	\$340,000.00	200,000.00	\$200,000.00	187,238.00	\$187,238.00
28	RESERVOIR	1 LS	4,000,000.00	4,000,000.00	3,100,000.00	\$3,100,000.00	2,802,000.00	\$2,802,000.00	3,551,772.00	\$3,551,772.00
29	4-WAY VALVE BUILDING PLUMBING	1 LS	50,000.00	50,000.00	13,000.00	\$13,000.00	13,500.00	\$13,500.00	34,112.00	\$34,112.00
30	4-WAY VALVE BUILDING HVAC	1 LS	25,000.00	25,000.00	27,000.00	\$27,000.00	20,000.00	\$20,000.00	3,600.00	\$3,600.00

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

STEEL RESERVOIR

<i>Project Number: 2022071</i>			<i>Engineer's Estimate</i>		T BAILEY INC (Submitted)		CHICAGO BRIDGE AND IRON COMPANY (Submitted)		WESLEN 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>
31	ELECTRICAL, LIGHTING, AND COMMUNICATION SYSTEMS	1 LS	35,000.00	35,000.00	45,000.00	\$45,000.00	40,000.00	\$40,000.00	32,882.00	\$32,882.00
32	COATING SYSTEMS FOR NEW WATER STORAGE TANK	1 LS	850,000.00	850,000.00	551,000.00	\$551,000.00	630,000.00	\$630,000.00	1,293,600.00	\$1,293,600.00
Bid Total			\$6,405,619.59		\$5,044,985.00		\$5,133,401.00		\$6,588,404.00	

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

STEEL RESERVOIR

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	6,405,619.59	0.00	0.00	0.00	6,405,619.59
T BAILEY INC (Submitted)	5,044,985.00	0.00	0.00	0.00	5,044,985.00
CHICAGO BRIDGE AND IRON COMPANY (Submitted)	5,133,401.00	0.00	0.00	0.00	5,133,401.00
WESSLEN CONSTRUCTION INC (Submitted)	6,588,404.00	0.00	0.00	0.00	6,588,404.00

Low Bid Contractor: T BAILEY INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	5,044,985.00	6,405,619.59	21.24 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	5,044,985.00	6,405,619.59	21.24 % Under Estimate

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

BID TABULATIONS FOR
CONCRETE RESERVOIR

Project Number
Project Description

2022071
Thorpe Reservoir

			<i>Engineer's Estimate</i>		WESSLEN CONSTRUCTION		INLAND INFRASTRUCTURE		
<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>Tax Classification</i>									
Sales tax shall NOT be included in unit prices									
1	RECORD DRAWINGS	1	LS	10000.00	\$10,000.00	11760.00	\$11,760.00	10000.00	\$10,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1	EST	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1	LS	2000.00	\$2,000.00	840.00	\$840.00	5000.00	\$5,000.00
4	POTHOLING	3	EA	500.00	\$1,500.00	4080.00	\$12,240.00	1250.00	\$3,750.00
5	TYPE B PROGRESS SCHEDULE	1	LS	10000.00	\$10,000.00	3360.00	\$3,360.00	10000.00	\$10,000.00
6	MOBILIZATION	1	LS	530968.59	\$530,968.59	536400.00	\$536,400.00	850000.00	\$850,000.00
7	CLEARING AND GRUBBING	1	LS	25000.00	\$25,000.00	23880.00	\$23,880.00	120000.00	\$120,000.00
8	TREE ROOT TREATMENT	15	EA	850.00	\$12,750.00	900.00	\$13,500.00	800.00	\$12,000.00
9	TREE PROTECTION ZONE	9	EA	350.00	\$3,150.00	810.00	\$7,290.00	750.00	\$6,750.00
10	REMOVE TREE, CLASS I	61	EA	450.00	\$27,450.00	300.00	\$18,300.00	300.00	\$18,300.00
11	REMOVE TREE, CLASS II	10	EA	1500.00	\$15,000.00	3000.00	\$30,000.00	2750.00	\$27,500.00
12	REMOVE TREE, CLASS III	5	EA	3000.00	\$15,000.00	4200.00	\$21,000.00	4000.00	\$20,000.00
13	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	10000.00	\$10,000.00	6480.00	\$6,480.00	100000.00	\$100,000.00
14	EXCAVATION AND GRADING INCL HAUL	1	LS	50000.00	\$50,000.00	99000.00	\$99,000.00	500000.00	\$500,000.00
15	CONTROLLED DENSITY FILL	20	CY	250.00	\$5,000.00	180.00	\$3,600.00	320.00	\$6,400.00
16	CRUSHED SURFACING TOP COURSE	250	CY	100.00	\$25,000.00	81.84	\$20,460.00	150.00	\$37,500.00
17	BALLAST	5	CY	100.00	\$500.00	120.00	\$600.00	335.00	\$1,675.00
18	CLEANING EXISTING DRAINAGE STRUCTURE	5	EA	500.00	\$2,500.00	1392.00	\$6,960.00	1000.00	\$5,000.00
19	TRENCH SAFETY SYSTEM	1	LS	5000.00	\$5,000.00	8160.00	\$8,160.00	40000.00	\$40,000.00
20	TANK PIPING	1	LS	320000.00	\$320,000.00	621181.00	\$621,181.00	700000.00	\$700,000.00
21	ESC LEAD	1	LS	5000.00	\$5,000.00	3360.00	\$3,360.00	30000.00	\$30,000.00
22	INLET PROTECTION	4	EA	150.00	\$600.00	240.00	\$960.00	100.00	\$400.00
23	TEMPORARY SEEDING	1200	SY	5.00	\$6,000.00	2.52	\$3,024.00	1.50	\$1,800.00
24	TOPSOIL TYPE A, 2 INCH THICK	1200	SY	6.00	\$7,200.00	6.85	\$8,220.00	10.00	\$12,000.00
25	HYDROSEEDING	1200	SY	5.00	\$6,000.00	2.52	\$3,024.00	1.50	\$1,800.00
26	MODIFY FENCING	1	LS	150000.00	\$150,000.00	21600.00	\$21,600.00	20000.00	\$20,000.00
27	CMU BUILDING	1	LS	200000.00	\$200,000.00	187238.00	\$187,238.00	300000.00	\$300,000.00
28	RESERVOIR	1	LS	4000000.00	\$4,000,000.00	5231184.00	\$5,231,184.00	5550000.00	\$5,550,000.00
29	4-WAY VALVE BUILDING PLUMBING	1	LS	50000.00	\$50,000.00	34112.00	\$34,112.00	30000.00	\$30,000.00
30	4-WAY VALVUE BUILDING HVAC	1	LS	25000.00	\$25,000.00	3600.00	\$3,600.00	30000.00	\$30,000.00
31	ELECTRICAL, LIGHTING, AND COMMUNICATION SYSTEMS	1	LS	35000.00	\$35,000.00	32882.00	\$32,882.00	35000.00	\$35,000.00
32	COATING SYSTEMS FOR NEW WATER STORAGE TANK	1	LS	850000.00	\$850,000.00	0.00	\$0.00	0.00	\$0.00
Bid Total				\$6,405,619.59	\$6,974,216.00	\$8,484,876.00			

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

CONCRETE RESERVOIR

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	6,405,619.59	0.00	0.00	0.00	0.00	0.00	\$6,405,619.59
WESSLEN CONSTRUCTION	6,974,216.00	0.00	0.00	0.00	0.00	0.00	\$6,974,216.00
INLAND INFRASTRUCTURE	8,484,876.00	0.00	0.00	0.00	0.00	0.00	\$8,484,876.00

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	\$6,974,216.00	\$6,405,619.59	8.88 % Over Estimate
<i>Schedule 03</i>	\$0.00	\$0.00	% Over Estimate
<i>Bid Totals</i>	<u>\$6,974,216.00</u>	<u>\$6,405,619.59</u>	<u>8.88 % Over Estimate</u>

Expenditure Control Form



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

Today's Date: 10/9/23 **Type of expenditure:** Public works constr. Goods Services
Department: Engineering Services
Approving Supervisor: Dan Buller

Amount of Proposed Expenditure: \$5,044,985 bid received
 Is this against a master agreement? If yes, please provide the number:

Funding Source low interest loan from the Washington State Dept of Health

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

Why is this expenditure necessary now?

This project is entirely funded by a low interest loan from the Washington State Dept of Health which has a deadline for obligation of 11-3-23. The project has been designed and bid to meet this deadline. +

What are the impacts if expenses are deferred?

We would lose this state funding which would increase overall costs to the Water dept.

What alternative resources have been considered?

This project could be delayed and the funding returned to the state. Such a move would damage the city's future credibility when applying for state loans and grants. And it would delay infrastructure improvements serving the growing West Plains area.

Description of the goods or service and any additional information?

Construction contract to build a 5 million gallon drinking water reservoir.

Person Submitting Form/Contact: Dan Buller dbuller@spokaneccity.org

Division Director:

Meredith First

CFO Signature:

Tonya Wallace

City Administrator Signature:

[Signature]
Garrett Mikes (Oct 18, 2023 11:27 PDT)

Additional Comments:

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Mark Papich, 625-6310
Contact Email	mpapich@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> <input type="checkbox"/>
Agenda Item Name	DWSRF Loan Agreements
Summary (Background)	<p>The City of Spokane has been awarded two low-interest loans to fund the design and construction of City of Spokane water projects. The funding source of the loans is the Drinking Water State Revolving Fund (DWSRF). This funding is Federal funding and is administered through the Washington State Department of Health (DOH). Each of the funded projects listed below is approved in the 2022-2027 Six Year Capital Improvement Program.</p> <p><u>SIA Pipe Crossing Under I-90</u> Loan Amount: \$5,050,000 Interest Rate: 1.75% Loan Term: 20 years</p> <p><u>Thorpe Additional Reservoir</u> Loan Amount: \$7,827,500 Interest Rate: 1.75% Loan term: 20 years</p>
Proposed Council Action & Date:	Approve the two DWSRF loan agreements
<p>Fiscal Impact: = \$12,877,500 Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Utility Rates-IC</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>	

N/A – This is a public works project to improve the City’s water system and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

These two funded projects are identified in the 6-Year Capital Improvement Program as well as the annual budget.












Expenditure Control Form - Thorpe Reservoir

Final Audit Report

2023-10-18

Created:	2023-10-17
By:	Barbara Patrick (bpatrick@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATHbqEKXX-1NR7khp9BljH0yDeq2K14pF

"Expenditure Control Form - Thorpe Reservoir" History

-  Document created by Barbara Patrick (bpatrick@spokanecity.org)
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-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
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-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
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-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-10-18 - 6:27:19 PM GMT - Time Source: server
-  Agreement completed.
2023-10-18 - 6:27:19 PM GMT

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/19/2023

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500		FAX (A/C, No): (425) 485-8489	
	E-MAIL ADDRESS: now.info@hubinternational.com			
	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED T Bailey Inc. 9628 S March Point Road Anacortes, WA 98221	INSURER A: Westchester Surplus Lines Insurance Co.		10172	
	INSURER B: ACE American Insurance Company		22667	
	INSURER C: Travelers Property Casualty Company of America		25674	
	INSURER D:			
	INSURER E:			
	INSURER F:			

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

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR WA STOP GAP <input checked="" type="checkbox"/> PROF/POLL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	G24087566015	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	H08450171015	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			G24087566015	9/1/2023	9/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input checked="" type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	BUILDER'S RISK			QT-630-9J969590-TIL-23	9/1/2023	9/1/2024	LIMIT: SEE BELOW

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

Re: Thorpe Reservoir 2022071.

City of Spokane is included as an additional insured, Coverage is Primary and non-contributory, and Waiver of Subrogation applies per the attached forms/endorsements. Per Project Aggregate applies to General Liability policy, per attached forms/endorsements. 30 Days Notice of Cancellation Applies. BUILDER'S RISK - Amount of \$5,044,985.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured T. Bailey, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24087566015	Policy Period 09/01/2023 to 09/01/2024	Effective Date of Endorsement 09/01/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

<p><u>Name of Person(s) or Organization(s):</u></p> <p>As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, 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 insureds.

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 exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site 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 the additional insured 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 the amount of insurance:

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured T. Bailey, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24087566015	Policy Period 09/01/2023 to 09/01/2024	Effective Date of Endorsement 09/01/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

<p><u>Name of Person or Organization:</u></p> <p>As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

All other terms and conditions of this policy remain unchanged.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured T. Bailey, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24087566015	Policy Period 09/01/2023 TO 09/01/2024	Effective Date of Endorsement 09/01/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a.** The additional insured is a named insured under such other insurance; and
- b.** You have agreed in a written contract or agreement that this insurance would:
 - (1)** act as primary insurance; and
 - (2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

Named Insured T. Bailey, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24087566 015	Policy Period 09/01/2023 to 09/01/2024	Effective Date of Endorsement 09/01/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

<p><u>Name of Person or Organization:</u> As required by written contract, prior to a loss to which this insurance applies</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

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

All other terms and conditions remain the same.

**DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT ENDORSEMENT – ALL PROJECTS
CONTRACTUAL LIMITATION**

Named Insured T. Bailey, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24087566015	Policy Period 09/01/2023 to 09/01/2024	Effective Date of Endorsement 09/01/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

<u>Designated Project General Aggregate Limit:</u>	<u>\$ 2,000,000</u>
<u>Maximum Designated Projects General Aggregate Limit:</u>	<u>\$ 10,000,000</u>

- A. For those sums which the insured becomes legally obligated to pay as damages caused by **bodily injury** or **property damage** under SECTION I, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
1. A separate Designated Project General Aggregate Limit applies to each project away from premises owned by or rented to you provided the separate Designated Project General Aggregate Limit is required in a contract signed by you and executed prior to commencement of the project, and that limit, shown in the Schedule above, is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. Regardless of the number of designated projects covered under this policy, the Maximum Designated Project(s) General Aggregate Limit shown in the Schedule above is the most we will pay for all **bodily injury** or **property damage** or **medical expenses** arising from all projects away from premises owned by or rented to you.
 3. The Designated Project General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under SECTION I, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, for each designated project, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; regardless of the number of:
 - (i). Insureds;
 - (ii). Claims made or **suits** brought; or
 - (iii). Persons or organizations making claims or bringing **suits**;

and
 - b. Medical expenses under SECTION I, COVERAGE C, MEDICAL PAYMENTS applicable to the same designated project. The Each Occurrence limit shown in the Declarations for MEDICAL PAYMENTS shall continue to apply.

4. Subject to 3 above, any payments made as respects a designated project shall reduce the Designated Project General Aggregate Limit for that designated project and the Maximum Designated Projects General Aggregate Limit. Such payments shall not reduce:
 - a. The General Aggregate Limit shown in the Declarations, nor
 - b. Any other Designated Project General Aggregate Limit for any other project away from premises owned by or rented to you, subject to 2.above.
- B. For those sums which the insured becomes legally obligated to pay as damages caused by **bodily injury** or **property damage** which cannot be attributed only to ongoing operations at any single designated project away from premises owned by or rented to you:
 1. Any payments made under
 - a. SECTION I, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, or
 - b. SECTION I, COVERAGE C. MEDICAL PAYMENTSshall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit or the Maximum Designated Projects General Aggregate Limit.
- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit or any Designated Project General Aggregate Limit or the Maximum Designated Projects General Aggregate Limit.
- D. If the applicable designated project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project for the purpose of establishing the Designated Project Aggregate Limit for that project.

The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply

All other terms and conditions remain unchanged.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured T Bailey Inc.			Endorsement Number
Policy Symbol CAL	Policy Number H08450171	Policy Period 09/01/20223TO 09/01/2024	Effective Date of Endorsement 09/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

Additional Insured(s): As required by written contract

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

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured T Bailey Inc.			Endorsement Number
Policy Symbol CAL	Policy Number H08450171	Policy Period 09/01/2023 TO 09/01/2024	Effective Date of Endorsement 09/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

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

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

SCHEDULE

Any person or organization for whom you are required in a written contract or agreement, with such written contractor agreement signed prior to commencement of operations, to waive any right of recovery we may have against the person or organization, but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by a) you, while using a covered "auto", or b) any other person, while using a covered "auto" with your permission.

Authorized Representative



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/18/2023
Clerk's File #	OPR 2021-0731
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5494-21
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JACQUI MACCONNELL 625-4109
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0680 - AMMUNITION VALUE BLANKET RENEWAL

Agenda Wording

Request for renewal of one year value blankets with San Diego Police Equipment and Dooley Enterprises for the purchase of duty and practice ammunition for the Spokane Police Department.

Summary (Background)

In 2021, Spokane Police sent out a request for bids for ammunitions - RFQ 5494-21. San Diego Police Equipment won the bid for duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won bids to provide ammunition to the department for a year with an option to purchase from each company for another four years. There is a significant lead-time on the order of ammunition and receipt. This order would be to supply the department with ammunition during fiscal year 2024.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 195,000	# 0680-11460-21400-53206-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MACCONNELL, JACQUI	Study Session\Other	PIES 10/23/2023
Division Director	MACCONNELL, JACQUI	Council Sponsor	Council President Kinnear
Finance	SCHMITT, KEVIN	Distribution List	
Legal	HARRINGTON, MARGARET	spdfinance@spokanecity.org	
For the Mayor	JONES, GARRETT	apotter@spokanepolice.org	

Additional Approvals	
Purchasing	PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ammo Value Blanket renewal approval
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2021, Spokane Police sent out a request for bids for ammunitions – RFQ 5494-21. San Diego Police Equipment won the bid for duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won bids to provide ammunition to the department for a year with an option to purchase from each company for another four years.</p> <p>There is a significant lead-time on the order of ammunition and receipt. This order would be to supply the department with ammunition during fiscal year 2024.</p> <p>SPD is requesting approval of the 2nd of 4 annual renewals with a combined amount not to exceed \$195,000 between both vendors.</p>
Proposed Council Action	Approval of Value Blanket renewal
Fiscal Impact	
Total Cost: <u>Not to exceed \$195,000.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: SPD Operating	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Does not apply	
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? Does not apply	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Does not apply	

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?

Expenditure Control Form



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

Today's Date: 10/3/23

Type of expenditure:

Goods

Services

Department: Police

Approving Supervisor: Lt. Kurtis Reese

Amount of Proposed Expenditure: \$186,911.58

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

Funding Source Police General Funds - '23 Budget

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

Why is this expenditure necessary now?

Our current contract that our price is locked at will expire 10/30/23. Ammunition delivery time line is unpredictable and up to a year out. We will not be placed on the production calendar until the purchase order is received.

What are the impacts if expenses are deferred?

Price increases for a new contract and WA State contract. Delayed delivery time, which will negatively impact training and proficiency.

What alternative resources have been considered?

We use two different vendors to give two options for availability. We have also expanded our options on manufacturers so we have more options.

Description of the goods or service and any additional information?

Ammunition for practice and duty use.

Person Submitting Form/Contact: Sergeant Adam Potter, Range Master

Division Director:

Craig N. Meidl

Craig N. Meidl (Oct 3, 2023 16:56 PDT)

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Jones

Garrett Jones (Oct 4, 2023 11:20 PDT)

Additional Comments:

2023 Adopted budget intended for '24 order.











Expenditure Control Form-SPD Ammunition Order

Final Audit Report

2023-10-04


Created:	2023-10-03
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEX28uypji1zq8glh8nYjXw9TvAQ8tVrN

"Expenditure Control Form-SPD Ammunition Order" History

-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
2023-10-03 - 10:44:11 PM GMT
-  Document emailed to cmeidl@spokanepolice.org for signature
2023-10-03 - 10:47:16 PM GMT
-  Email viewed by cmeidl@spokanepolice.org
2023-10-03 - 11:55:18 PM GMT
-  Signer cmeidl@spokanepolice.org entered name at signing as Craig N. Meidl
2023-10-03 - 11:56:44 PM GMT
-  Document e-signed by Craig N. Meidl (cmeidl@spokanepolice.org)
Signature Date: 2023-10-03 - 11:56:46 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-10-03 - 11:56:47 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-10-04 - 5:47:02 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-10-04 - 5:48:01 PM GMT - Time Source: server
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-10-04 - 5:48:02 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-10-04 - 6:20:49 PM GMT

 Document e-signed by Garrett Jones (gjones@spokanecity.org)

Signature Date: 2023-10-04 - 6:20:56 PM GMT - Time Source: server

 Agreement completed.

2023-10-04 - 6:20:56 PM GMT

2024 Spokane PD Ammunition Order

The 2024 Ammunition order for Spokane Police Department is based off the data from the amount of ammunition that was consumed in the past 3 years, current inventory, and the anticipated needs for 2024.

As in the past several years .45 caliber and .40 caliber usage continues to drop. We have continued to transition officers to the optic mounted handguns in 2023, which are 9mm caliber. All new hires are issued 9mm handguns with red dot optics as well. We have consumed much more 9mm duty ammunition and much less of the .45 and .40 caliber. Currently 72% of the department are issued a 9mm, 20% .45 caliber, and 8% .40 caliber as their primary duty weapons.

Ammunition delivery time lines are still very unpredictable. Some ammunition has been delivered but we are still waiting on .223 duty ammunition and was told it is still 3 to 4 months out. We just took delivery of .308 ammunition today. This ammunition was ordered in 2022. The uncertainty of when we will get our ammunition is not ideal. We have been able to manage with this uncertainty with ordering and purchasing ammunition when it is available. Our current contract with San Diego Police Equipment and Dooley's will expire in October of this year.

If the ammunition order for 2024 is delayed and not submitted before this current contract expires, the prices are going to increase for WA State Contract and for our new contract after the current one expires.

The price for ammunition is \$182,333.63 Included in this order is rifle paint marking rounds that we will be using for Active Shooter in-service next year. See the attached quote from ProForce Law Enforcement. The total for that is 4,577.95. The total for the two types of ammunition is \$186,911.58.

Projected 2024 Ammunition Order

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
		.380 ACP	3%		10%	
1	Q4206	Winchester, 380ACP, 95GR FMJ, CS/1000	0	CS	\$284.00	\$
2			0	CS	\$	\$ -
3	53606	Speer Gold Dot .380	0	CS	475.10	\$ -
		.38				
4	Q4171	Winchester, 38SPL, 130fmj CS/1000	0	CS	\$319.00	\$
5	53921	Speer Gold Dot 38 +P 135 Gr.	0	CS	419.20	\$ -
		9mm				
6	USA9MM1	Winchester 9mm 147 gr. TMJ (1000 rds/case)	240	CS	\$268.00	\$64,320.00
7	53365	Speer 9mm cal Frangible 100 GR (1000 rds/case)	25	CS	\$419.50	\$10,487.50
8	53619	Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	10	CS	\$389.22	\$3,892.20
		.40 S&W				
9	Q4238	Winchester .40 cal 180 GR TMJ (1000 rds/case)	4	CS	\$291.00	\$1,164.00
10	53375	Speer .40 cal Frangible 125 gr (1000 rds/case)	0	CS	\$441.20	\$
11	53962	Speer Gold Dot .40 cal 180 gr. (1000 rds/case)	0	CS	\$409.21	\$
		.45 ACP				
12	Q4170	Winchester .45 cal 230 GR TMJ (1000 rds/case)	0	CS	\$329.00	\$
13	53395	Speer .45 cal Frangible 155 GR (1000 rds/case)	0	CS	\$571.42	\$
14	53966	Speer Gold Dot .45acp 230 gr. (1000 rds/case)	0	CS	\$448.55	\$
		.223				
15	USA223	Winchester .223 cal FMJ 55 GR (1000 rds/case)	120	CS	\$422.00	\$50,640.00

16	BC223NT5	Federal .223 cal Frangible (500 rds/case)	10	CS	\$ 311.85	\$3,118.50
17	24445SP	Speer Gold Dot .223 62 gr. (200 rds/case)	50	CS	\$310.76	\$15,538.00
.308						
18	T308T	.308 WIN 168 Tactical Tip Matchking (500 rds/case)	20	CS	\$479.85	\$9,597.00
19	LE308TT2	Federal .308 WIN 168 Tactical Bonded Tip(Load case of 200)	0	CS	\$331.20	\$
12 gauge						
20	TGL12-7.5	Federal Top Gun 12 ga #7.5 shot (250 rds/case)	0	CS	\$ 72.94	\$
21	LE13200	Federal 00 Buck 12 ga (250 rds/case)	15	CS	\$ 158.40	\$2,376.00
22	LE127RS	Federal 12 ga 1 oz slugs (250 rds/case)	10	CS	\$ 155.82	\$1,558.20
FX Marking cartridges						
23	5500302	.38 Simunition Training Ammo BLUE, Marking Cartridge (1000 rds/case)	0	CS	\$ 334.15	\$ -
24	FF9R2	Speer 9mm Force on Force Red, Marking Cartridge, (1000 rds/case)	0	CS	\$ 282.10	\$
25	FF556R1	5.56 Training Ammo, Red, Marking Cartridge	0	CS	\$ 289.00	\$ -

Sales **\$162,691.40**

SalesTax \$14,642.23

\$5,000 shipping

Total \$182,333.63

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	664559	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

SPOKANE POLICE DEPARTMENT
 1100 W MALLON
 SPOKANE WA 99260

509-625-4245

SHIP
TO

SPOKANE POLICE DEPARTMENT
 ATTN: SGT. ADAM POTTER
 1100 W MALLON AVENUE
 SPOKANE WA 99260

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	09/28/23	007502	A	MIKE RUSSELL	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.		UNIT PRICE	UOM DISC.	NET PRICE	
5	01-0816-DS UTM 5.56MM RED/VEL MMR RVR BL CASE OF 900		828.00	EA .00	4,140.00	
1	XFET THIS ITEM FET OUT		.00	EA .00	.00	
<p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to danny.gonzales@proforceonline.com. For orders over \$5,000, a</p>						
COMMENT						



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	10/20/2023
Clerk's File #	OPR 2023-1104
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	KIM MCCOLLIM 6443
Contact E-Mail	KMCCOLLIM@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	0320 - APPROVAL FOR CHHS TO APPLY FOR COMMERCE ROW GRANT

Agenda Wording

Approval to submit a ROW Encampment Resolution Program proposal to the State, which is due on October 25th, 2023.

Summary (Background)

The state has identified 5 priority counties to focus on quickly moving people out of prioritized state rights of way and other public property into better living situation. Spokane County has been identified as one of the priority counties. Spokane County, Spokane Valley, and the City of Spokane are working together, alongside of the designated ROW partners to submit a proposal on how to use this newly available funding. For SFY24, Spokane's "New Awards" funding is listed as \$4,000,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ TBD
Select	\$
Select	\$
Select	\$

Budget Account

tbd
#
#
#

Approvals

Dept Head	BYRD, GIACOBBE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	N/A
Council Sponsor	CP Kinnear
Distribution List	
	kmccollim@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Select Committee Name

Submitting Department	<i>Community Housing and Human Services (CHHS)</i>
Contact Name	<i>Kimberley McCollim</i>
Contact Email & Phone	kmccollim@spokanecity.org 509-385-4828
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	<i>Dept of Commerce – ROW Encampment Resolution Program</i>
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The state has identified 5 priority counties to focus on quickly moving people out of prioritized state rights of way and other public property into better living situation. Spokane County has been identified as one of the priority counties. Spokane County, Spokane Valley, and the City of Spokane are working together, alongside of the designated ROW partners to submit a proposal on how to use this newly available funding. For SFY24, Spokane’s “New Awards” funding is listed as \$4, 000,000. Currently, this award is only for SFY24. Most of this new funding will focus on adding new permanent bed/units, so to move ROW individuals from shelters into permanent housing.
Proposed Council Action	We are requesting Council’s approval to submit a ROW Encampment Resolution Program proposal to the State, which is due on October 25 th , 2023.
Fiscal Impact	
Total Cost: <u>4,000,000</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? These funds are to support housing and services for ROW participants from Camp Hope.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used to collect data.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS will be used to collect data.	

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

This proposal aligns with the 5-year strategy to end homelessness.

SFY 2024 & SFY 2025 Encampment Resolution Program¹ (ERP) Notice of Funding Availability

Goal

Quickly move people out of prioritized state rights of way and other public property into better living situations.

Eligible areas

The state identified five priority counties (Snohomish, King, Pierce, Thurston, and Spokane counties) in which it will focus program efforts. The state's goal is to address as many prioritized rights of way as possible within available resources. To improve the ability to address sites that include multiple landowners, up to 20% of a county's funding may be used for housing and services to address encampments that are not a state right of way.

Continue existing commitments and proposals for new awards

The Department intends to honor existing commitments made in SFY 2023 in the near term to maintain existing shelter and staff capacity while working with communities to prioritize available funding and long-term sustainability.

Proposal requirements

- A. The Department is offering priority counties the opportunity to submit a unified (one per county) multijurisdictional proposal (including the county and cities in which priority sites have been identified) to use newly available funding.
- B. The proposal may also suggest changes to the use of existing program awards. Where changes to existing program activities are proposed, those changes must demonstrate a reasonable time frame for the changes to be implemented. Changes to be implemented prior to July 1, 2024, will require express written approval from Commerce.

¹ For purposes of this RFP "Rights-of-Way Safety Initiative", "ROW", and "ROWSI" refer to July 1, 2022 – June 30, 2023 and the SFY23 Operating Budget, Rapid Capital, and Home Security Account Funding that stood up the effort to relocate homeless individuals and families residing on state rights of way. "Encampment Resolution Program" and "ERP" refers to the ongoing activities from the Rights-of-Way Safety Initiative beginning July 1, 2023 and any new funding and/or activities funded on or after July 1, 2023.

Proposals must:

1. Aim to quickly set aside existing or create as many beds as possible given available funding to house or shelter people living in state rights of way, with the goal of having the majority of proposed beds available no later than April 2024.
2. Offer housing or shelter that is:
 - a. Safer than living in a right of way;
 - b. A meaningful improvement over living in a right of way; and
 - c. Better address an individual's assessed needs.
3. Provide shelter or housing options that accommodate single people, couples, families, and pets.
4. Include the provision of outreach to assess the needs of people living in identified rights of way and make good-faith offers of shelter or housing to them.
5. Include providing services that actively help people living on rights-of-way move to permanent housing situations.
6. Describe how people moved into a shelter or housing will be supported by staff who have successfully operated housing aligned with the Housing Accessibility requirements described below.
7. Describe how costs are aligned with market rates and similar efforts in the area, and include details on the number of beds or units funded by month, operating costs per bed or unit, and services costs per bed or unit (complete Attachment B spreadsheet to fulfill this requirement).
8. Detail the number of staff, staff costs, and other costs associated with outreach and services.
9. Provide non-congregate accommodations whenever possible.
10. Offer people placed in temporary accommodations a permanent housing placement (rapid rehousing, Permanent Supportive Housing (PSH), subsidized unit, Housing Choice voucher, etc.), within six months except in rare circumstances.
11. Describe the process to ensure local Behavioral Health Administrative Organizations (BH-ASO) and local behavioral health organizations are linked to and providing services to the people served by this program while living unsheltered and after placement into shelter, housing, or treatment.
12. Agree to implement the *Roles and Process to Offer People Living on State Rights of Way Shelter or Housing* (see Attachment A)

If local governments from the five priority jurisdictions associated with priority sites are not able to assemble a viable proposal by October 25, 2023, or if before then it is clear a viable proposal is not forthcoming, Commerce may choose to pursue direct contracts with individual local governments, a subset of local governments working together, or non-profit organizations with experience engaging and housing people experiencing homelessness.

Funding allocations may be adjusted to favor local governments or non-profit organizations that are able to quickly implement outreach and housing at scale to move people out of rights of ways, with a focus on the majority of funded beds being available by April 2024.

Available Funding (estimates)

The estimated funding available to each county is determined using a formula that includes existing funding commitments, a minimum additional base funding, and funding proportional the number of people experiencing homelessness in each community. Commerce reserves the right to accept or reject a response to this NOFA in whole or in part.

The amount of funding provided to each county may be adjusted to favor shelter and housing that can be promptly implemented and is cost-effective.

Existing Awards			
	SFY 2024	SFY 2025	Estimated SFY 2026, funds not yet appropriated
King	\$16,620,344	\$16,620,344	\$15,971,428
Snohomish	\$6,814,775	\$6,257,391	\$4,000,000
Pierce	\$13,509,960	\$13,509,960	\$9,336,258
Thurston	\$10,765,203	\$9,078,431	\$5,576,751
Spokane	\$17,347,483	\$13,465,620	\$8,271,738
TOTAL	\$65,057,765	\$58,931,746	\$43,156,174

Counties that have \$- "New Awards" in SFY 2025 below have a reduction in their overall funding from SFY24 to SFY25 that must be addressed in any response. Every county has a reduction in their overall funding from SFY25 to SFY26 that must be addressed in any response. Those reductions are represented above in the "Existing Awards" and below in the "Existing + New Awards".

New Awards			
	SFY 2024	SFY 2025	Estimated SFY 2026, funds not yet appropriated
King	\$18,152,512	\$9,379,655	\$-
Snohomish	\$4,000,000	\$-	\$-
Pierce	\$8,478,620	\$1,688,599	\$-
Thurston	\$3,979,769	\$-	\$-
Spokane	\$4,000,000	\$-	\$-
TOTAL	\$38,610,901	\$11,068,254	\$-

Existing + New Awards			
	SFY 2024	SFY 2025	Estimated SFY 2026, funds not yet appropriated
King	\$34,772,856	\$25,999,999	\$15,971,428
Snohomish	\$10,814,775	\$6,257,391	\$4,000,000
Pierce	\$21,988,580	\$15,198,559	\$9,336,258
Thurston	\$14,744,972	\$9,078,431	\$5,576,751
Spokane	\$21,347,483	\$13,465,620	\$8,271,738
TOTAL	\$103,668,666	\$70,000,000	\$43,156,174

Half of the new awards are contingent on addressing state priorities

Award of half of the funds is contingent on the state's priorities to:

1. Leverage existing shelter and housing capacity.
2. Involve local government staff in monitoring sites and have local law enforcement be responsive to WSDOT requests for support.
3. Develop proposals for shelter, housing, and other placements for people who did not move inside to places offered thus far by the Program.

New Awards Detail						
	SFY 2024					SFY 2025
	SFY 2024 - Entirely State funded beds and services	Funding for beds/services when jurisdiction provides 1 bed to the initiative for every 3 beds funded by Commerce	Funding for beds, services, or monitoring when local governments monitor sites and law enforcement responds to WSDOT sites	Funds to develop proposals for people who did not move inside to offered places	TOTAL SFY 2024	Funds to continue any eligible activities funded in SFY 2024
King	\$17,386,428	\$13,909,142	\$1,738,643	\$1,738,643	\$34,772,856	\$25,999,999
Snohomish	\$5,407,388	\$4,325,910	\$540,739	\$540,739	\$10,814,775	\$6,257,391
Pierce	\$10,994,290	\$8,795,432	\$1,099,429	\$1,099,429	\$21,988,580	\$15,198,559
Thurston	\$7,372,486	\$5,897,989	\$737,249	\$737,249	\$14,744,972	\$9,078,431
Spokane	\$10,673,742	\$8,538,993	\$1,067,374	\$1,067,374	\$21,347,483	\$13,465,620
TOTAL	\$51,834,333	\$41,467,466	\$5,183,433	\$5,183,433	\$103,668,666	\$ 70,000,000

New Awards are time-limited:

As communicated above any funding that exceeds the initial \$45 million dollar proviso allocation is strictly time-limited, with no commitment past June 2025 and the expectation that the new funding will sunset. Capital costs (acquisition, construction, site improvements, etc.) are an eligible use of these additional funds.

Up to 20% of SFY24 and SFY25 funds can be used for non-WSDOT sites:

Up to 20% of the funding provided through this NOFA can be utilized for individuals and families experiencing homelessness on public property other than WSDOT sites. The use of funds for any non-WSDOT site must be agreed to by Commerce, WSDOT, and the local grantee prior to the intake of any individuals.

Beds/Services fully funded by ERP funding:

Funding is limited to new beds with services, outreach, and site monitoring dedicated to sites identified as a priority by WSDOT. Commerce will pay 100% of the costs with no matching requirements.

Matching beds/services with a 3 – 1 ratio (when the jurisdiction dedicates 1 bed to the initiative that is funded without any ERP funding for every 3 beds funded by Commerce with ERP funding:

To receive funding from this category, the local government must dedicate one bed to the ERP that receives no ERP funding for every three beds funded by the ERP program (e.g., existing or new shelter beds, existing or new PSH projects, HTF-funded new affordable housing, shelter beds funded by the Consolidated Homeless Grant, etc.). Beds dedicated to the Program must meet the health, safety, and accessibility requirements of beds funded by the Program. See Attachment B for those requirements.

Funding for beds, services, or monitoring, when local governments monitor sites and local law enforcement responds to WSDOT sites:

Funding can be used to fund beds with services and site monitoring. Funding cannot be used to fund commissioned law enforcement officers. To receive Local Law Enforcement Participation Funding, local law enforcement must commit to providing operational backup when WSDOT or outreach is working on rights of way in the jurisdiction, and must engage people trespassing on WSDOT rights of way as requested by WSDOT within 36 hours. Local teams must visit closed WSDOT-identified sites at least twice a week to see if people have occupied the sites, engage people found on sites with non-law enforcement personnel (exceptions for specific situations with safety concerns) within 24 hours of identification, and respond with local law enforcement within 24 hours if people remain.

Required offers of permanent placements:

People moved off of sites into accommodations must be offered a permanent housing placement (rapid rehousing, PSH, subsidized unit, Housing Choice voucher, etc.), within six months except in rare circumstances.

Congregate emergency housing beds cannot be funded, except in rare special circumstances:

The state budget language governing these funds states placements should be “non-congregate whenever possible.”

Up to 5% of funding available to develop proposals for additional placement options:

During the ROWSI (year 1) some people did not move into or remain in accommodations that were offered. In general, people moved inside when offered non-congregate temporary or permanent housing with intensive 24/7 staffing and services. But in some cases, there was concern that even service-intensive non-congregate housing was insufficient, including PSH meeting the commonly agreed to [elements of fidelity](#).

Commerce is seeking proposals for places to bring people inside who did not move into the accommodations offered in the first year of the initiative.

Up to 5% of the funding can be used to fund the following activities when they lead to specific proposals to Commerce for additional accommodations designed specifically for people who did not move inside when offered accommodations:

1. Outreach to and assessment of people living outside who did not accept offered accommodations to learn more about what could work.

2. Predevelopment work to identify models, best practices, staffing requirements, and facility requirements that are likely to work for people who did not move inside.
3. Development of plans and applications necessary to obtain funding from Commerce and other competitive funding sources.

Proposals developed under this allowable activity can include emergency housing, permanent housing, licensed facilities, or any other type of place that would likely move people stably inside who did not stably move into places offered by ROWSI. Proposals must describe the characteristics and number of the specific people the new housing or facility is likely to successfully bring inside.

Commerce may ask for modifications to proposals for funding under this section to ensure credible and actionable results that could directly lead to system reforms, and may reject proposals if they are unlikely to produce compelling findings and proposals.

Allowable Housing Types and Related Costs

Acquisition, renovation, leasing, operating, maintenance, tenant leasing, and associated services costs for:

- Apartments and houses
- Permanent supportive housing, homeless shelters, and transitional housing
- Hotels and motels
- Dormitories
- Temporary shelter sites including tiny homes, tents, authorized encampments, or similar living situations. This designation requires use approval, as required by the local jurisdiction. This could be conditional or temporary use permits, or a zoning letter stating approval.

Funding can be used for outreach, assessment, transportation, and other costs associated with moving people into set-aside housing.

Funded units/beds and outreach can be used to assist people experiencing homelessness who are not living on prioritized rights of way if the Department of Commerce and Washington State Department of Transportation determine the beds are no longer needed to transition people who live on state rights of way. The State is committed to finding and implementing an appropriate balance between the need to hold funded units for people living on rights of way and ensuring that bed utilization is maximized to bring people inside who are living unsheltered on non-state land.

Up to 5% of the funding can be used to fund specific proposals to Commerce for additional accommodations designed specifically for people who did not move inside when offered accommodations under the Initiative.

Funds can be used to pay for outreach staff to monitor priority sites and engage people found, but cannot be used to pay for commissioned law enforcement officers.

Reporting

Funding recipients are required to report to Commerce the following information every 90 days, while taking steps to protect the privacy of individuals served by the program:

- a. The number of people actually living in any encampment identified for intervention by the department or grantees;
- b. The demographics of those living in any encampment identified for intervention by the department or grantees;

- c. The duration of engagement with individuals living within encampments;
- d. The types of housing options that were offered;
- e. The number of individuals who accepted offered housing;
- f. Any reasons given for why individuals declined offered housing;
- g. The types of assistance provided to move individuals into offered housing;
- h. Any services and benefits in which an individual was successfully enrolled; and
- i. The housing outcomes of individuals who were placed into housing six months and one year after placement.

Commerce will publish a report on the race and ethnicity of those engaged and housed, comparing it to other subgroups to identify disparities.

Contacting the Department of Commerce:

Proposals in response to this solicitation should be sent to Nathan Peppin at nathan.peppin@commerce.wa.gov.

Questions and comments should be sent to Talitha Cassidy at talitha.cassidy@commerce.wa.gov.

Attachment A: *Roles and Process to Offer People Living on State Rights of Way Shelter or Housing*]

Attachment B: "Housing Safety and Habitability Requirements" and "Housing Accessibility" requirements.

Attachment C: Spreadsheet showing beds by project and month, and capital and operating costs (adapted from 2022 spreadsheet)

Attachment A

Encampment Resolution Program (formerly the Rights of Way Safety Initiative) Roles and processes to offer people living on the state rights of way shelter or housing

The following describes the roles and processes that identify and address prioritized sites within this program. In some instances, the process may need to be modified due to specific circumstances encountered at a site. Instances of meaningful deviations from the process will be documented and communicated to all involved parties.

Identifying a site:

Per the budget proviso that supports this work, the Washington State Department of Transportation (WSDOT) will identify the sites prioritized and appropriate for this initiative. WSDOT consults with local governments and initiative partners about site selection and prioritization. Factors that are taken into consideration when selecting a site may include, but are not limited to:

1. The risk of injury or death of the people living on the site
2. The risk of injury or death to people traveling near the site
3. The level and type of violence between people living on the site, directed at people or organizations engaged at the site, directed at the general public or communities around the site, and/or other violence directly associated with the site
4. Unsanitary conditions that have or are likely to lead to an imminent outbreak of communicable disease(s) on the site
5. The level and type of criminal activity clearly associated with the site
6. Imminent construction or maintenance activity precluded by having people living on the site
7. The size of the site
8. The number of vehicles or RVs at the site
9. The match between available shelter or housing and the number and needs of people living at the site
10. The ability of the relevant local governments to provide the staff and other resources needed to fulfill the roles described in this process for a site

Work to address a prioritized site under this program may be paused or ended if another site(s) becomes a higher priority due to changing circumstances.

The following stages represent a template to be used as a guide when activating a site. Due to the significant differences in size, acuties, available housing, etc. that each site and the individuals at that site present the following may be modified. Discussion between the parties will take place at operational meetings to establish an understanding of how to approach a particular site.

Stage 1 – Initial site assessment (generally at least seven days):

Initiative partners which may include WSDOT, Commerce, WSP, contractors, service providers, and local government partners, will work together to assess site conditions. This may include a cursory level of onsite engagement by service providers to understand the number of individuals at the site, site conditions, build relationships, and offer services and referrals when possible, but not to communicate to people living at the site that housing funded by this program will be offered. Service providers and/or public outreach staff will lead the development of a site map (with assistance from state partners as needed) that based on the complexity of the site may include property lines, zones with labels, and markers of locations where people have been encountered and estimated counts of people at each location. The site will be assessed for

conditions impacting the health and safety of those staying at the site. A process may be put in place to routinely dispose of trash and other debris in the encampment.

Stage 2: Decision to proceed

Based on the information collected, all parties to the initiative determine whether or not to move forward with resolving the site.

Stage 3: Outreach & engagement (at least ten days):

Service providers (which may include WSDOT contractors and/or local government staff) engage people at the site, identify who they are, collect information about needs and screen based on housing eligibility, build a By Name List (“BNL”) of those actually living at the site (not the same as individuals present at the site, who may have housing elsewhere and are present) and communicate this process.

Outreach staff will be present at hours that allow for the formation of a complete BNL including people living at the site who are absent at various times during the day; this process will not involve commitments or promises of specific resources, which can distort the formation of the BNL.

If appropriate, during this stage identified people can be moved to shelter or housing following the process described below.

Service providers will inform new arrivals who appear onsite that the BNL is closed, the site is moving towards an imminent closure, and that remaining at the site will not be an option.

During this outreach and assessment phase, the personnel contracted or assigned to conduct outreach, assessment, and housing/shelter matching will lead the coordination regarding access to the site. Other entities planning to come on-site during this phase need to coordinate with that team in advance to ensure their work isn't inadvertently compromised by actions at odds with representations they've made to individuals present at the site. This is for safety and to maintain the built trust at the site of outreach staff. Outreach staff need to be able to communicate how the project is going to proceed to individuals living on site. Other partners, unaware of those communications, may inadvertently take actions that are contrary to those communications which may lead to challenging and potentially dangerous conditions.

To aid in coordination, all operational leads will have contact information for one another, will check in before coming to the site, if an ongoing schedule is not already established, with the lead agency during a particular phase, and regular check-in calls may be necessary to minimize inadvertently working at cross purposes.

Stage 4:

WSDOT posts multiple highly visible permanent No Trespassing Signs. Staff contracted by WSDOT, local government or staff contracted by local government post a written notice describing the process generally, and specifying that any new people not identified during the creation of the BNL are not eligible for housing or shelter funded under this initiative.

Stage 5 – Housing placements (generally at least five days; smaller sites may require less):

The staff offers shelter or other housing that is meaningfully better² than living on the right of way to people who are:

1. On the BNL; AND
2. Living on the site.

Available shelter and housing are prioritized for people living at the site. If a person has moved off the site as indicated by not being present during multiple site visits by service providers, they will not be offered shelter or housing while the site is being addressed, but are eligible for shelter or housing when no prioritized sites are being addressed and units/beds are available. People on the BNL who are absent from the site for a period of time can be provided housing or shelter while the site is being addressed under unique uncommon circumstances as approved by Commerce (e.g., the person left camp due to hospitalization, and then returned to site).

Criteria that should be considered by staff regarding who and in what order to offer available shelter and housing include:

1. Location of person on the site when part of an effort to close a section of a larger site
2. Risk of injury, trauma, illness, or death connected to continued living at the site
3. The likelihood that the person will be able to retain the available shelter or housing offered
4. The currently available option provides the best chance among near-term available options for safe placement (safety to them, shelter/housing staff, and other residents) in light of all reasonably available information

After being offered shelter or housing each person is given a reasonable amount of time (generally a week) to move to the offered shelter or housing. If a person does move to the offered shelter or housing, the shelter or housing may be offered to the next prioritized person. People offered housing living at the site continue to be eligible for housing paid for by the initiative, as available.

Service providers offer to transport personal items to the shelter or housing being offered, and may under exceptional circumstances arrange to store personal items that exceed what is allowed by the offered shelter or housing for 60 days. Transport and storage of personal items can be conditioned on reasonable considerations of health and safety for the people handling the items. The person moving is in charge of deciding what to discard and, once those items are identified and clearly surrendered for disposal, state or local government personnel or contractors may start removing those items from the site.

² Meaningfully better shelter and housing is defined as shelter and housing compliant with the Health, Safety, Habitability, and Accessibility requirements defined in the initiative's Request for Proposals.

For larger sites, structure tagging and weekly census:

For larger sites, sites that will take more than two weeks to resolve after the BNL is closed, the following additional process will be employed. If an extremely unique situation is present at a large site an alternative process will be considered if proposed by outreach staff.

1. Tents/structures are tagged with identification numbers/letters; and
2. A regular census (usually weekly) is done to track the people, structures, and vehicles who are on site, and what tent/structure/vehicle they are living in.

The weekly census for larger sites is intended to:

1. Maintain an understanding of the count of people still on the site from the BNL who need shelter or housing, and any changes in the number and type of tents/structures;
2. Provide a clear understanding for everyone working on site about the location of people and structures to aid in finding people and knowing which structures to clear;
3. Ensure at least weekly contact with each person about the upcoming closure of the camp; and
4. Discourage site growth and ensure the site footprint continues to decrease.

Closing larger sites incrementally by section:

Larger sites may need to be closed incrementally as shelter or housing becomes available. If a site is being closed incrementally, available shelter and housing options will be prioritized for the people living in the section prioritized for closure.

If a person is living in a section of a site being closed, and a shelter or housing option is not available to them (e.g., the available shelter does not allow registered sex offenders), they will be allowed to move to a still open section of the camp pending availability of a shelter or housing option they can move to.

Stage 6 – Site resolution and posting notice - 72 hours before the expiration of the final person’s offer of shelter or housing in a site or a subsection of a site:

WSDOT posts a legal notice stating that people must vacate the site (or section of the site) within 72 hours.

After 72 hours, outreach is onsite and works to move any remaining people from the site.

Stage 7 – Site reclamation (morning after the end of the 72-hour notice period):

WSP in coordination with local law enforcement has a physical presence on the site. Ideally, all inhabitants are moved and WSDOT begins work to reclaim the site and secure it. If people are left on site, outreach is there to assist with housing moves or ask the remaining people to leave the site.

Local government staff, or staff contracted by local government, identify and secure any personal items remaining on the site and any items later found on the site by WSDOT, and store found personal items for 60 days. Storage of personal items can be conditioned on reasonable considerations of health and safety for the people handling the items. A working phone number provided in clearly visible postings must be available for individuals from the site to arrange the retrieval property and to be provided with the physical location of the property storage facility.

WSDOT conducts the final cleanup and completes any reclamation strategies needed to secure the site and discourage future activity.

After the last person leaves the site or closed subsection of the site through June 2024, or until the local government is no longer funded by the state to monitor the site:

WSDOT staff and WSP (with possible coordination with local law enforcement and local government partners) regularly monitor resolved sites at least once per week. Individuals encountered are asked to leave. If an individual(s) refuses to leave, that is escalated to state initiative partners.

Local partners communicate to WSDOT about monitored sites when:

1. Fences or other barriers have been breached
2. Vegetation has become overgrown and site lines have become compromised
3. Plants have grown in a way that may encourage people to move back to the site
4. Significant garbage has accumulated on the site

ATTACHMENT B

Housing Safety and Habitability Requirements

All funded living situations must protect occupants from the elements and not pose a threat to health or safety.

Accommodations must be made for people who use wheelchairs or mobility devices, as needed, and reasonable accommodations must be made for other disabilities.

All funded living situations must provide:

- Access to hygiene facilities, including toilets, handwashing, and garbage containers, all of which are serviced frequently.
- Access to storage for the belongings.
- Cleaning services to support hygienic living situations.
- Access to habitable temperatures.
- Reasonable proximity to the right of way from which the person was moved, and reasonable access to transportation to local services.

Funded living situations should also provide:

- Access to personal hygiene products.
- Access to food and beverages and food that is in accordance with the participant's religious and cultural beliefs and personal practices.
- Access to laundry facilities.
- Access to electricity.

Housing Accessibility

- Housing and shelter beds funded by this initiative must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoiding exits to homelessness. Housing and shelters must have flexible intake processes and require minimal documentation.
- At a minimum, people must not be screened out based on the following criteria:
 - Having little or no income.
 - Having poor credit or financial history.
 - Having poor or lack of rental history or evictions.
 - Having involvement with criminal justice system.
 - *Housing serving families with children may screen participants for sex offenses*
 - Having active or a history of alcohol and/or substance use.
 - *Sobriety/recovery focused housing may limit enrollment to individuals seeking a sober/recovery focused environment, but sobriety/recovery focused housing cannot be the only housing option offered.*
 - Having been impacted or affected by crime.
 - The type or extent of disability-related services or supports that are needed .
 - Lacking identification or proof of U.S. Residency Status.
 - Other behaviors that are perceived as indicating a lack of "housing readiness," including resistance to receiving services.
- If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.

- Housing can be oriented to moving people to more permanent housing, but housing may not have strict stay limits. Participants must not be exited to homelessness solely due to the number of days residing in housing.

Participants must not be terminated from the program for the following reasons:

- Failure to participate in supportive services or treatment programs.
- Failure to make progress on a housing stability plan.
- Alcohol and/or substance use in and of itself is not considered a reason for termination.
 - *Sobriety/recovery focused housing may limit enrollment to individuals seeking a sober/recovery focused environment.*
- If a participant is terminated from the housing due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the housing at a later date when the behavior has resolved.

Housing and shelter must comply with local, state, and federal nondiscrimination requirements, including not discriminating based on religion, gender identity, or sexual orientation.

ATTACHMENT C

Excel file - Spreadsheet showing beds by project and month, and capital and operating costs (adapted from 2022 spreadsheet. The excel file is a separate document that must accompany any response to the NOFA.



Agenda Sheet for City Council Meeting of:
10/23/2023

Date Rec'd	9/27/2023
Clerk's File #	ORD C36452
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MATT BOSTON 6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0320 - ARPA TRANCHE 7 ALLOCATION

Agenda Wording

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane govern

Summary (Background)

With a lack of a permanent/ongoing funding source for the Trent Shelter, ARPA funds will be either reallocated from previously identified funding sources or allocated from the unallocated funds in order to bridge the gap for the funding deficit identified in 2024.

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

Expense	\$ \$6,124,073.64	# ARPA
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	BYRD, GIACOBBE
Division Director	

Council Notifications

Study Session\Other	9/28 Study Session
Council Sponsor	Bingle, Wilkerson, and Zappone

Finance

Legal

For the Mayor

Distribution List

gbyrd@spokanecity.org
mboston@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	CM Bingle, CM Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	ARPA Allocation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>With a lack of a permanent/ongoing funding source for the Trent Shelter, ARPA funds will be either reallocated from previously identified funding sources or allocated from the unallocated funds in order to bridge the gap for the funding deficit identified in 2024.</p> <p>ARPA funds from the following programs will be reallocated towards the Trent Shelter:</p> <ul style="list-style-type: none"> - \$1,200,000 Mobile Medical – the program had issued an RFP and the City has deemed this a failed search from the response received. - \$300,000 Eviction Defense – the program had put out an RFP and received no response/deemed a failed search - \$112,586.98 Administrative Support/Legal – The City no longer is in need of the services contracted for eligibility review of the programs defined. - \$120,000 Community Engagement Coordinator – This position was intended as an outreach employee within Council office, but was no longer deemed necessary as Community engagement was absorbed by current Council and Administration staff. <p>ARPA funds from the following programs will be funded through a different funding source (HB 1590) and reallocated towards the Trent Shelter:</p> <ul style="list-style-type: none"> - \$4,000,000 in ARPA funding for affordable housing, specifically the project known as “Liberty Park Terrace II” will be funded from HB 1590 dollars, as there has been no draws on the property and the City is concerned with the status/timing of projet in relation to the deadlines of allocation and spend enforced by the U.S. Department of Treasury <p>\$391,486.66 in ARPA funding is currently unallocated and will be allocated to the funding of the Trent Shelter.</p>
Proposed Council Action	Approve 10/16
Fiscal Impact Total Cost: <u>\$6,124,073.64</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	

Specify funding source: American Rescue Plan Act

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?
Funding for homelessness and housing efforts impacts historically excluded and impacted communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
No data will be collected on these disparities.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
Effectiveness of the program will be evaluated by the City's CHHS department in conjunction with point in time counts, transitions to housing, and other metrics deemed appropriate.

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 proposals do not impact the above policies.

ORDINANCE NO C36452

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the American Rescue Plan Fund and the Housing Local Sales Tax Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$391,484 funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
- 2) Reallocate the appropriation of \$4,000,000 previously appropriated for the purpose of affordable housing.
- 3) Reallocate the appropriation of \$1,200,000 previously appropriated for the purpose of mobile medical services.
- 4) Reallocate the appropriation of \$300,000 previously appropriated for the purpose of eviction defense.
- 5) Reallocate the appropriation of \$112,587 previously appropriated for the purpose of administrative support/legal evaluation.
- 6) Reallocate the appropriation of \$120,000 previously appropriated for the purpose of a community engagement coordinator.
- A) Of the reallocated and increased appropriation, \$6,124,071 is provided solely for homelessness services.

Section 2. That in the budget of the Housing Local Sales Tax Fund, and the budget annexed thereto with reference to the Housing Local Sales Tax Fund, the following changes be made:

- 1) Increase appropriation by \$4,000,000.
- A) Of the increased appropriation \$4,000,000 is provided solely for affordable housing projects.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority to fund critical services and accessibilities to the community, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date