

**URBAN EXPERIENCE  
COMMITTEE MEETING AGENDA FOR  
MONDAY July 12, 2021  
1:15 p.m. — Streaming Live Online & Airing on City Cable 5**

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on July 12<sup>th</sup>, 2021** – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters, and staff. The public is encouraged to tune in live at the address above.

**AGENDA**

- I. Call to Order**
- II. Approval of Minutes from June 14<sup>th</sup>, 2020**
- III. Discussion Items**
  - A. Staff Requests**
    - a. [Single and Dual Space Meters Contract with MacKay Meters, Inc](#)- Kris Becker (10 min)
    - b. [Contract for Multi Space Pay Stations with Cale America, Inc. DBA Flowbird](#)- Kris Becker (10 min)
    - c. [Floodplain Management Update of SMC 17E.030](#)- Amanda Beck
    - d. [MOU between CA and ONS](#)- Carly Cortright (10 min)
    - e. [Library Bond Updates](#)- Andrew Chanse (15 min)
  - B. Council Requests**
    - a. [Spokane Arts Quarterly Report](#)- Melissa Huggins, Shelly Wynecoop, and Mika Maloney (10 min)
    - b. [Ordinance Imposing Six Month Moratorium on Applications for Impact Fee Exemptions](#)- Brian McClatchey (15 min)
    - c. [American Rescue Plan Act \(ARPA\) Project Employees](#)- Brian McClatchey (10 min)
- IV. Standing Topic Discussions**
  - A. [Building Permit/Construction Updates](#)**- Kris Becker

**V. Consent Items- Briefing Papers Only, No Discussion**

- A. Office of Homeless Youth 2021-2023 Award Renewal- Matt Davis
- B. Fish Lake Trail Connection Study- Inga Note
- C. MFTE Conditional Contract- Ali Brast
- D. SBO- Shift Salary Savings to Consultant Services- Louis Meuler
- E. SBO- Clerk II Position for Parking Services- Kris Becker
- F. Addition of 1 Parking Enforcement Specialist I Position- Kris Becker

**VI. Adjournment**

Next Urban Experience Committee meeting will be on Monday, August 16, 2021 at 10:00am.

***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 Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.***

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Community and Economic Development, Parking Services
<b>Subject:</b>	Single and Dual Space Meters Contract with MacKay Meters, Inc
<b>Date:</b>	July 12, 2021
<b>Author (email &amp; phone):</b>	Kris Becker, <a href="mailto:kbecker@spokanecity.org">kbecker@spokanecity.org</a> ; 509-625-6392
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience, Finance and Administrative
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	2019 Downtown Parking Study
<b>Strategic Initiative:</b>	Economic Development, Resident Experience
<b>Deadline:</b>	July 12, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> <li>• Key foundational item for having a system that allows a performance based management system, and allows for adjusting on-street devices remotely.</li> <li>• Increase user confidence when parking with technology that integrates with our parking management systems.</li> <li>• Improve customer experience through a variety of payment options including contactless payment.</li> </ul>
<b>Background/History:</b> The City’s current meters are outdated and contractually nearing their end of life. The City’s contract for our Duncan Liberty Meters ends December 24, 2021. Updating the paid parking equipment will increase efficiency for the City staff and customer satisfaction for the end user. The mkBeacon and mkBeacon 2Bay devices will help support downtown businesses by making parking more convenient and user-friendly for residents, businesses, employees, and visitors. These devices are a hybrid between a traditional meter and kiosk, and are solar powered.	
<b>Executive Summary:</b> The City selected Mackay Meters, Inc. through RFP 5207-19, Paid Parking Equipment to provide Parking with Single and Dual space parking meters and support. The City contract is based on price per unit and we would like to begin August 1, 2021.	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: TBD Other budget impacts: TBD	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



**City of Spokane**  
**CONTRACT**  
Title: **PAID PARKING EQUIPMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MACKAY METERS, INC.**, whose address is 1342 Abercrombie Road, PO Box 338, New Glasgow, Nova Scotia, Canada B2H 5E3, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Paid Parking Equipment – Single-Dual Space Meters in accordance with the City’s RFP No. 5207-19, attached as Exhibit B; Company’s Technical Compliance Requirements Response, attached as Exhibit C, Compliance Matrix, attached as Exhibit D, Company’s Service Level Agreement, attached as Exhibit E, Gateway Hosting Notification Service Agreement attached as Exhibit F, and Costs and Fees, attached as Exhibit G. In addition to the attached, the Parties agree to the following:

**ACCEPTANCE**

**Acceptance:** The formal written acceptance by the City that all work, or a specific portion thereof, under the Contract has been satisfactorily completed, in accordance with the Acceptance criteria set out below.

**General Acceptance Criteria,** The Firm shall meet the following acceptance criteria for the Meters and related Services. Meters installed and operational fully functional for 30 days shall be deemed to be Accepted and the City will send written verification of which Meters are Accepted and which are not Accepted in each Batch. A delivered Batch will be considered "Not Accepted" if five percent of the Meters fail any of the conditions listed below. If the City determines a Batch to be "Not Accepted," the Firm shall return the Batch at its expense and provide a compliant Batch. Notwithstanding the above, unless notified otherwise by the City, a Meter Batch will be deemed Accepted 45 Days from its Delivery.

The delivered meter technology meets the requirements set forth in the Technical Specifications.

The delivered MMS meets the requirements set forth in the Technical Specifications.

The audit vs. actual coin revenue is accurate to 99% (i.e. the MMS "Coin Revenue Audit Report" matches actual revenue collected from Parking Meter to 99% accuracy).

**Commissioning Checklist.** The City will use the checklist to test the meters and MMS prior to

and during installation. The City may test for any functional meter mechanism and MMS requirement at any time.

## **PAYMENT AND ACCEPTANCE**

**Payment Does Not Imply Acceptance of Work.** The granting of any payment or payments by the City, or the receipt thereof by the Firm, shall in no way lessen the liability of the Firm to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship that do not conform to the Technical Specifications will be rejected and shall be replaced by the Contractor without delay.

## **TERMINATION**

### **Termination for Convenience**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.

### **Commissioning Checklist**

- a. Meter Mechanism shall not be damaged during shipment.
- b. Battery voltage and condition shall meet the minimum voltage requirements for a new battery pack.
- c. Coins (5¢, 10¢, 25¢, \$1) shall be accepted and record the proper amount of time when deposited.
- d. Non-authorized coins shall not register any amount of time.
- e. The card reader shall recognize the insertion of a valid credit or smart card.
- f. NFC card reader functionality shall work as described in the Technical Specifications.
- g. The automated mechanism configuration download shall work as described in the Technical Specifications.
- h. The Meter Mechanism location id and serial # shall be part of the MMS inventory.
- i. The Meter Mechanism programming profile is accurate for its assigned location id.
- j. The Keypad shall work properly.
- k. The Meter Mechanism shall register jams.
- l. The Meter Mechanism LEDs shall work properly.
- m. The Meter Mechanism stickers shall be properly applied.
- n. The Meter Mechanism communications channels shall work properly.
- o. The Meter Mechanism shall display proper the date and time.
- p. The Meter Mechanism backlight shall operate properly.
- q. The Meter Mechanism shall have the ability to add time without using the coin and/or register in the audit records.

In the event of a discrepancy between the documents this City Contract controls.

2. **CONTRACT TERMS.** The Contract shall begin August 1, 2021, and run through July 31, 2026, unless amended by written agreement or terminated earlier under the provisions. The

contract may be renewed on an annual basis upon mutual agreement of the Parties.

3. COMPENSATION. The City shall compensate the Company in accordance with Request for Proposal, Proposal Response and pricing schedules, included herein by reference. Payment will only be made for products or services requested, received and accepted. This is a unit-price contract with no guarantee of payment amount. The City estimates an amount of **SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00)**, including tax, for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to City of Spokane Parking Services, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Each invoice shall also include:

- Unique invoice number;
- Quantity of items;
- Description of items;
- Unit price;
- Amount of sales taxes requested to be paid; and
- Total invoice amount.

**Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

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

6. WARRANTY. Warranty begins one (1) month from Company's recorded shipping date. Company will provide the City with the warranty start date. To maintain warranty coverage the City is required to provide the prescribed regular maintenance for the products. The City will follow the prescribed maintenance procedures as instructed by Company in writing to ensure the warranty on all the products and software is not voided.

7. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

8. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become

effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.

11. **INSURANCE.** During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. 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.

14. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

15. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

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

18. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

19. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company 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.

20. **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.

**MACKAY METERS, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – RFP No. 5207-19
- Exhibit C – Company’s Technical Compliance Requirements Response
- Exhibit D – Compliance Matrix,
- Exhibit E – Company’s Service Level Agreement
- Exhibit F - Gateway Hosting Notification Service Agreement
- Exhibit G - Costs and Fees

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

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

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

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

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

**EXHIBIT B**

**EXHIBIT C**

**EXHIBIT D**

**EXHIBIT E**

**EXHIBIT F**

**EXHIBIT G**



## Costs and Fees for Mackay Meters, Inc.

Item	Description	Price	Unit or Period
<b>1. Hardware</b>			
mkBeacon	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-799*	\$470.00	Each
	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 800 +*	\$460.00	Each
mkBeacon 2Bay	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-499*	\$650.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 500 -2499*	\$625.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 2500 +*	\$605.00	Each
	* The following items are included		
	1) Credit Card Processing / PCI Gateway Fee (per transaction),		
	2) Back Office/Management System Fee (Sentinel and mkAnalytics)		
	3) Training		
	4) Download parameters to mkBeacon to set up rate structure, etc.		
	5) Decals (initial to go on newly purchased device)		
	6) New lock combination as well as a number of corresponding keys.		
	7) One mkBeacon 4 channel Lithium-Ion Battery Charger		
Near-Field Communication (NFC) Card Reader	MacKay offers EMV (Europay, Mastercard, and Visa) payment via contactless card reader payment. Can be added at anytime.	\$100.00	Each
MKH4500 Vault	New Iron Housing comes with a closed coin can and key	\$75.00	Each
Pole	Cost for a new pole which goes under the mkBeacon or mkBeacon 2Bay	\$75.00	Each
<b>2. Software</b>			
mkBeacon	Ongoing monthly fee for mkBeacon software (per device)	\$6.00	Each
mkBeacon 2Bay	Ongoing monthly fee for mkBeacon 2Bay software (per device)	\$10.00	Each
<b>3. Warranty</b>			
mkBeacon or mkBeacon 2Bay	1 Year Warranty (per device)	Included	Each
	2 Year Warranty (per device)	Included	Each
	3 Year Warranty (per device)	\$40.00	Each
	4 Year Warranty (per device)	\$80.00	Each
	5 Year Warranty (per device)	\$120.00	Each
<b>4. Additional Costs</b>			
Passport Payment Display	Fee to display Passport Pay by Phone payment transaction on mkBeacon or mkBeacon 2Bay	\$.10	Each
Installation	Install mkBeacon or mkBeacon 2Bay parking meter at an existing location. Installation is on pre-prepared locations. No civil work is included. Pole preparation is responsibility of the City. Removal, hauling and recycling of existing single space meters is the responsibility of the City.	\$25.00	Each
Development	Cost to develop and set-up new interfaces and reports	\$2,500.00	Each
System Integration	Cost to integrated with third party vendor (system)	\$3,000.00	Each
Field Work and Programming	Cost for one (1) technician to do field work and programming (8-5)	\$ 1,000.00	Day
Decals	Size and design determine cost (cost varies for each decal)	\$1-10	
<b>5. Spare Parts or Items</b>			
37MM0520100	mkBeacon - Rear Cover Assembly	\$74.95	Each
15MM0000000	mkBeacon MCB	\$189.95	Each
20GD0000025	Smart Chute Assembly	\$48.95	Each
30MM0000100	1x6 Front Panel Keypad w/ ribbon cable assembly	\$99.95	Each
30MM0000500	LCD Module - 128x64	\$34.95	Each
37MM0520300	mkBeacon Solar Top Cap Assembly	\$34.95	Each
15MM0520100	mkBeacon Cell Drawer Assembly	\$209.95	Each
15MM0520275	mkBeacon Card Reader Assembly	\$74.95	Each
30GD4000400	6XA-3.6V Lithium-Ion Rechargeable Battery Pack	\$29.95	Each
37MM0000500	mkBeacon Vault Saddle (MKH4000)	\$12.95	Each
50MM0510100	mkBeacon Lock Assembly	\$18.50	Each
UICCCREADER	Contactless Card Reader	\$100.00	Each
Medeco	MKH4000 Housing Electronic Lock (optional)	\$140.00	Each
70HH0001800	mkBeacon 4 channel Lithium-Ion Battery Charger	\$550.00	Each
37HS0520090	Extended Sealed Coin Can – “L” Series Lock – State Combination	\$26.50	Each
75CC0520000	Regular Collection Cart	\$995.00	Each
75CC0520040	Coin Can – Sealed Receptacle c/w Brass Inner Sleeve	\$359.75	Each
75CC0520038	Coin Can - Sealed Receptacle c/w Nylon Inner Sleeve	\$179.95	Each
75CC0000015	Coin Can – Regular Can	\$275.00	Each

**6. Shipping**

mkBeacon or mkBeacon 2Bay	Cost to ship each single or dual space meter	\$5.00	Each
Iron Housing	Cost to ship each iron housing	\$5.00	Each

## Briefing Paper

### URBAN EXPERIENCE

<b>Division &amp; Department:</b>	Community and Economic Development, Parking Services
<b>Subject:</b>	Contract for multi-space pay stations with Cale America, Inc. dba Flowbird
<b>Date:</b>	July 12, 2021
<b>Author (email &amp; phone):</b>	Kris Becker, <a href="mailto:kbecker@spokanecity.org">kbecker@spokanecity.org</a> , 509-625-6392
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2019 Downtown Parking Study
<b>Strategic Initiative:</b>	Urban Experience
<b>Deadline:</b>	July 12, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<ol style="list-style-type: none"> <li>1.) Increase customer satisfaction with Paid Parking Equipment in the Spokane Paid Parking Zones.</li> <li>2.) Provide multiple payment options to parking customers (contactless, mobile, coin).</li> <li>3.) Replace aging meters with new technologically advanced kiosks that integrates with new parking management systems.</li> </ol>
<p><b>Background/History:</b> RFP# 5207-19 went out after the 2019 Downtown Parking Study was completed to ask for paid parking equipment services, including installation and ongoing support. Cale America, Inc. dba Flowbird, was chosen for multi-space pay station services and will work with the City to implement the first phase of installments. The CWT Touch will offer different methods for customer payment including contactless, card, and mobile payment. Payment for the CWT Touch and services will be priced per unit.</p>	
<p><b>Executive Summary:</b> Contract with Cale America, Inc. dba Flowbird, to purchase, install, and provide support for CWT Touch devices for Parking.</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Reoccurring monthly expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: TBD</p> <p>Other budget impacts: TBD</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: n/a</p> <p>Known challenges/barriers: n/a</p>	



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: PAID PARKING EQUIPMENT  
MULTIPLE SPACE PAY STATIONS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CALE AMERICA, INC.**, whose address is 13190 56<sup>th</sup> Court, Suite 401, Clearwater, Florida 33760 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**PERFORMANCE/SCOPE OF WORK.** 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 specifications entitled *Paid Parking Equipment Multiple Space Pay Stations with Installation Option*, selected via RFP 5207-19, which is attached as Exhibit B, Contractor's Proposal RFP 5207-19 Paid Parking Equipment, attached as Exhibit C, Information System Security, attached as Exhibit D, Technical Compliance Response, attached as Exhibit E, Compliance Matrix, attached as Exhibit F, Contractor's Costs and Fees, attached as Exhibit G, and Contractor's Service Level Agreement, attached as Exhibit H. In the event of a discrepancy between the documents this City Contract controls.

1. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, Contractor's Response to Request for Proposal, the contract provisions, contract plans, standard specifications, 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 Parking 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, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.** The term of this Contract begins on August 1, 2021, and ends on July 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. **COMPENSATION/PAYMENT.**

- A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

If City chooses CWT Touch, Cale America, Inc. dba Flowbird, will provide credit in the amount of \$500 per kiosk for the 10 Strada machines currently in-use by the City for a total credit of \$5,000.00.

B. PAYMENT. The Contractor will send its applications for payment to the Community and Economic Development Department, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the Department Contract 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.

6. WAGES. Retainage, prevailing wage and bonds only applies to the portion of the contract that involves removal/install.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. 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.

8. 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.

9. 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.

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

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

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

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. 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. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 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.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

14. 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.

15. 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.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. 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.

19. 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.

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

21. 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.

22. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

23. 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.

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

25. 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.

26. 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.

27. 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.

28. **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.

29. **KEY PERSONS.** The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor 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 Contractor's employment, the Contractor 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 Contractor from its obligations under this Contract.

**CALE AMERICA, 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
- Exhibit A - Certification Regarding Debarment
- Exhibit B – RFP 5207-19
- Exhibit C – Contractor's Proposal RFP 5207-19 Paid Parking Equipment
- Exhibit D – Information System Security
- Exhibit E – Technical Compliance Response
- Exhibit F – Compliance Matrix
- Exhibit G – Contractor's Costs and Fees
- Exhibit H - Service Level Agreement

**PAYMENT BOND**

We, **CALE AMERICA, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, 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 **Paid Parking Equipment Multiple Space Pay Stations with Installation Option**. 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 \_\_\_\_\_.

**CALE AMERICA, INC.,**

AS PRINCIPAL

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

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

\_\_\_\_\_,  
AS SURETY

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

Its Attorney in Fact

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



**PERFORMANCE BOND**

We, **CALE AMERICA, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, 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 **Paid Parking Equipment Multiple Space Pay Stations with Installation Option**. 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 \_\_\_\_\_

**CALE AMERICA, INC., ,**

AS PRINCIPAL

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

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_            )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

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

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

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

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

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



**EXHIBIT C**

**EXHIBIT D**

**EXHIBIT E**

**EXHIBIT F**

**EXHIBIT G**

**EXHIBIT H**

## Costs and Fees for Cale America, Inc.

Item	Description	Price	Unit or Period
<b>1. Hardware</b>			
CWT Touch Pay Station	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 1-49*	\$5,849.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 50-249*	\$5,699.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 250-499*	\$5,549.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 500+*	\$5,399.00	Each
	* The following items are included		
	1). Each pay station comes with one coin box		
	2). Downloading parameters to pay stations/to set up rate structure, etc.		
	3). Training		
	4). Signs and Decals (No charge for standard pay station decals during initial deployment. They can provide a quote for pay station signage if quantity and sign specs are provided.		
	5). Marketing support -flyer design, support with press release, support for social media including FAQs, support with video content.		
	6). 12V 75AH recyclable sealed lead acid battery (or greater V.)		
<b>2. Software</b>			
Flowbird Web Office (FWO)	Ongoing monthly fee for back office system for CWT Touch (per device). Quantity 1-199.	\$52.00	Each
	Ongoing monthly fee for back office/system management CWT Touch (per device). Quantity 200+	\$48.00	Each
<b>3. Warranty</b>			
CWT Touch	1 Year Warranty (per device) from date of initial machine delivery.	Included	Each
	Extended Warranty (per device/year). Must be added at start of contract, cannot be added at a later date.	\$325.00	Each
<b>4. Additional Costs</b>			
Credit Card Processing / PCI Gateway Fee	\$2 for EMV (Smart Chip) Pay Station through Elavon; \$8 for EMV through other processors. (per pay station/month)	\$2.00	Each
Text receipts	Cost to send payment receipt by text to customer (per transaction if customer requests receipt)	\$0.03	Each
Bill Note Acceptor (BNA)	Allows for the machine to take payment by paper money or bills.	\$1,577.00	Each
NFC Card Reader	Reader allows payment via contactless card payment (tap).	\$150.00	Each
Coin Box	Box that coin is deposited into. Quantity 1-49	\$265.00	Each
	Box that coin is deposited into. Quantity 50+	\$238.00	Each
Electronic Locks		\$325.00	Each
Front face lighting module		\$425.00	Each
Development	Cost to set up, develop new interfaces, reports, etc.	\$135.00	Hour
System Integration	Cost to setup integrations with existing vendors. New integrations may require added development.	\$500.00	Each
Onsite Ambassadors for marketing support	Onsite ambassadors - \$2000 management fee plus \$30/hour/ambassador.		
<b>5. Prevailing Wage</b>			
Installation	Installation per pay station includes prevailing wage, retainage, and performance bond requirements.	\$250.00	Each
Removal	Removal, hauling and recycling of existing single space parking meter, pole, and housing. (per meter) Quantity 1-999	\$72.00	Each
	Removal, hauling and recycling of existing single space parking meter, pole, and housing. (per meter) Quantity 1000+	\$65.00	Each
	Removal, hauling and recycling of existing single space parking meter mechanism only. (per meter)	\$30.00	each
<b>6. Spare Parts (CWT S5)</b>			
0041-00301	OVERLAY CONTACTLESS	\$ 24.95	Each
120412	ROLL HOLDER;	\$ 9.95	Each
0602-C0159	QR CODE READER KIT;	\$ 1,795.00	Each
0602-C0160	COIN INLET ASSEMBLY	\$ 49.95	Each
0602-E0031	START BUTTON	\$ 49.95	Each
0633-00150	WINDOW	\$ 29.95	Each
ELM1000036956	COIN SELECTOR; SMART	\$ 450.00	Each
0601-C0081	COIN RETURN CUP	\$ 29.95	Each
130550	ESCROW	\$ 164.95	Each
135962	ESCROW FRONT PLATE	\$ 9.95	Each
0602-C0160	ANTIPIPIN/COIN INLET	\$ 74.95	Each

UPGRADE55/4G-6-001	CWT 9.7 TOUCH DOOR	\$ 4,500.00	Each
0601-B0065	COVER KIT, PINPAD	\$ 60.95	Each
US Part	COIN SLOT BLANK OUT PLATE	\$ 39.95	Each
US Part	TICKET BLANK OUT	\$ 39.95	Each
0601-B0203	COIN SYSTEM	\$ 1,695.00	Each
ELP1000036812	DISPLAY ASSM,CWT COLOR DISP 9.7 INCH	\$ 895.00	Each
0501-E0201	DISPLAY TOUCH ADAPTER BOARD	\$ 189.95	Each
0601-D0017	(REV K) AVE MAIN BOARD W/BACK PLATE	\$ 1,295.00	Each
ELM10000035034	SMART PRINTER	\$ 495.00	Each
	ROLL BLANK PAPER FOR METER	\$ 34.95	Each
USA	BATTERY CABLE	\$ 25.24	Each
0633-00157	CABLE SUPPORT TOUCH	\$ 15.95	Each
0540-00203	DISPLAY CABLE AMPIRE	\$ 44.95	Each
USA	STRADA DOUBLE COLLECTION CABLE		Each
0540-00200	PRINTER RIBBON CABLE	\$ 9.95	Each
CAT10000030405	VIDEO INTERFACE CABLE; BLUE	\$ 5.95	Each
0601-B0138	GLOBALCOM BV1000R CARD READER KIT	\$ 1,995.00	Each
0601-B0134	GLOBALCOM CCC A1000 CONTACTLESS READER	\$ 995.00	Each
	ANTENNA	\$ 65.00	Each
0501-E0054	4G MODEM	\$ 445.00	Each

Spare Part Bundle Pricing is available to the City to purchase specific spare parts.

#### 7. Shipping

CWT Touch Pay Station	Cost to ship each CWT Touch	\$200.00	Each
-----------------------	-----------------------------	----------	------



# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Business and Development — Planning Services
<b>Subject:</b>	Floodplain Management Update of SMC 17E.030
<b>Date:</b>	July 12, 2021
<b>Author (email &amp; phone):</b>	Amanda Beck; <a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> ; 509-625-6414
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Louis Meuler, Planning Director
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	RCW 43.21C, RCW 86.16, WAC 197-11, Shaping Spokane Comprehensive Plan Chapter 9.
<b>Strategic Initiative:</b>	Urban Experience - River Connection; Innovative Infrastructure - Resiliency.
<b>Deadline:</b>	December 31, 2021
<b>Outcome:</b>	Mandated update of Spokane Municipal Code 17E.030.
<b>Background and History:</b>	
<p>Local governments are responsible for managing development in floodplains under the <a href="#">National Flood Insurance Program</a> (NFIP), which is overseen by the Federal Emergency Management Agency (FEMA). The Washington Department of Ecology is the state lead for floodplain management. In December 2019, Ecology revised the state’s <i>FEMA Model Ordinance</i> to incorporate new minimum regulations.</p> <p>FEMA’s National Flood Insurance Program nationally maps floodplains, outlines federal regulations for management, and provides insurance for buildings within floodplains. FEMA offers insurance to residents in participating communities that agree to enforce minimum NFIP standards. The regulated area is called the Special Flood Hazard Area and this includes the 100 year floodplain and the floodway. There is a 100-year floodplain along Latah Creek and the Spokane River.</p> <p>Amending the Unified Development Code to comply with Ecology changes will achieve:</p> <ul style="list-style-type: none"> <li>• Compliance with the appropriate Code of Federal Regulations (CFR), RCWs, and WACs;</li> <li>• Be consistent with the <a href="#">Comprehensive Plan</a> and City development regulations; and</li> <li>• Allow appropriate use and enjoyment of land within the floodplain while protecting life and property.</li> </ul>	
<b>Executive Summary:</b>	
<p>The City-initiated amendment to SMC 17A.020 and 17E.030 is state mandated and proposed amendments focus on compliance with state and federal regulatory changes. Amendments will go through review with Ecology, internal staff, and partner agencies. <b>The City is required to complete an amendment of its floodplain management regulations to comply with state changes by December 31, 2021.</b></p>	
<b>Budget Impact:</b>	
<p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>Other budget impacts: Not applicable</p>	
<b>Operations Impact:</b>	
<p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    No    <input type="checkbox"/></p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>Specify changes required: Dept. of Ecology review → City Council legislative action.</p> <p>Known challenges/barriers: None.</p>	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	NHHS - ONS
<b>Subject:</b>	MOU between Community Assembly and ONS
<b>Date:</b>	7/12/21
<b>Contact (email &amp; phone):</b>	Carly Cortright <a href="mailto:ccortright@spokanecity.org">ccortright@spokanecity.org</a> 625-6263
<b>City Council Sponsor:</b>	CP Breean Beggs
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	8/31/21
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of MOU

Background/History:

The Office of Neighborhood Services was originally created to support the independent neighborhood councils and Community Assembly (CA). The nature of this support has varied over the last 20+ years and can be a source of frustration between these community stakeholders and ONS staff as expectations can be unclear. Per SMC 04.27.040 (listed below), a memorandum of understanding (MOU) can be developed that outlines this staff support. Since April of this year, Carly Cortright and an ad-hoc committee of CA have been working on an MOU to help set clear expectations of each other and to ensure CA and their committees are receiving the support they need to accomplish their goals. This has been a positive experience and focused on building a template for success on both parties' part to ensure a healthy working relationship.

The MOU has been presented to CA twice, but the vote to formally approve is not planned until the August meeting. If approved, the next step will be to bring forth for Council approval per the SMC. In discussion with the ad-hoc committee, however, we wanted to bring forward the current draft for Council review in case there were any issues we needed to address/incorporate as a committee before bringing forward to CA for vote.

**Section 04.27.040 Neighborhood Council Program**

- A. The department of neighborhood services and code enforcement shall provide staff support for the neighborhood councils and the community assembly in the following manner:
  1. Specific needs and program support required will be identified through annual consultation by the office with the individual councils and community assembly. This process should be completed prior to September of each calendar year to allow consideration of these needs and required support in the budget process.
  2. The specific nature of the staff support required may be reduced to a memorandum of understanding between the City and the individual councils and community assembly subject to approval of the city council. If such a memorandum is reached it should be reviewed annually within the time frame set forth above. The memorandum of understanding may, if appropriate, include those programs and procedures set forth in subsection (B) of this section.

Executive Summary:

- MOU between CA and ONS outlining staff support expectations
- Ad-hoc committee of CA has been working on over 3 months; will be presented to CA for vote in August
- Following approval by CA, per SMC 04.27.040 City Council will need to approve the MOU
- This is a no cost MOU

Budget Impact:

Approved in current year budget?  Yes  No  N/A

Annual/Reoccurring expenditure?  Yes  No  N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the City of Spokane's Office of Neighborhood Services (hereinafter "ONS") and the Community Assembly (hereinafter referred to as "CA").

Per the City of Spokane Charter, Article 8<sup>1</sup>, the CA is a coalition of independent neighborhood councils and serves as a forum for discussion of issues of broad interest. The CA shall act as advisors to the City Council and the Mayor. ONS shall act as the staff support for the neighborhood council program and as the liaison between the neighborhood councils, the CA, the City Council, the Mayor, and the various city departments.

The intent of this MOU is to clarify expectations of both parties per SMC 04.27.040<sup>3</sup>. In addition to specific staff support listed below, ONS will support the core purpose and values of the CA<sup>2</sup> and advocate for the Neighborhood Councils.

This MOU does not address the relationship between ONS and the Neighborhood Councils.<sup>4</sup>

The parties agree as follows:

ONS will provide the following staff support to the CA:

1. Staff will attend and coordinate monthly CA meetings by preparing and emailing agenda packets; taking and disseminating minutes per CA policies and procedures; posting both agenda packets and minutes to the city neighborhoods program website (hereinafter "website").
2. Staff will attend and coordinate joint CA/City Council meetings by emailing and posting agendas to website.
3. Staff will attend and support CA Committees meetings by emailing notices and posting agendas to website. Additionally, staff will provide the following support:
  - a. For Admin Committee, track and provide a list of presentation requests for their consideration for CA monthly meeting.
  - b. For Budget Committee, provide a summary of expenses submitted and reimbursed for the Community Engagement Grants.
  - c. For Building Stronger Neighborhoods (BSN) Committee, provide training support as requested by BSN.
  - d. For all committees, staff will work with other city departments to arrange for the participation of appropriate staff and provide additional agreed upon support as detailed in the committee-specific policies and procedures.<sup>5</sup>
  - e. If requested, will assist in reserving space for CA, CA/CC, and CA Committee meetings on city facilities or other public facilities.
4. Maintain CA historical archives of meeting minutes and documents.
5. Establish email distribution lists for CA committees as provided by committee chairs; maintain email distribution lists in coordination with committee chairs.

- a. Neighborhood Council Chairs, Vice-Chairs, and CA reps will automatically be added to (or removed from) committee distribution lists once ONS receives notice of their election.
- b. With the exception of individuals listed in 5.a, removal from a committee email distribution list must be requested by the individual themselves to chair or ONS in writing or as a result of a delivery failure.
6. Keep the my.spokanecity.org Neighborhood Council webpages up to date.
  - a. Includes posting minutes and/or agendas as provided by the Neighborhood Councils.
7. Manage any funds and related contracts set aside for CA by the City Council beyond the Community Engagement Grant funding.
8. Provide Community Assembly meeting facilitator (if requested).

The CA agrees to provide to ONS:

1. Current CA policies & procedures.
2. CA Committee meeting agendas, minutes, and list of committee officers/members with up-to-date contact information.
  - a. The CA Committees will be responsible for taking their own minutes.
3. CA Committee meeting dates, times, and locations.
  - a. The Committees (with exception of Admin Committee) will be responsible for setting up their own meetings, including web meetings.
4. Current email contact information for ONS to create distribution lists.

Per SMC 04.27.040, this MOU will be reviewed on an annual basis in conjunction with the annual CA Policies and Procedures update. This initial MOU and any future changes will be presented to the City Council for approval. Both parties pledge to always comply with this MOU in good faith. If either party fails to fulfill its commitments, either party can trigger a review and renegotiation of this MOU.

<sup>1</sup> Text of Charter Article 8 <https://my.spokanecity.org/opendata/charter/article-08/>

<sup>2</sup> CA Core Purpose and Values can be found here: <https://my.spokanecity.org/neighborhoods/community-assembly/>

<sup>3</sup> Text of SMC 04.27.040: <https://my.spokanecity.org/smc/?Section=04.27.040>

<sup>4</sup> Per the SMC, if a NC chooses, they can work with ONS to develop an MOU specific to their neighborhood council.

<sup>5</sup> Community Assembly Policy & Procedures can be found here: <https://my.spokanecity.org/neighborhoods/community-assembly/>

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

OFFICE OF NEIGHBORHOOD SERVICES

COMMUNITY ASSEMBLY

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

Carly Cortright, Director

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

Authorized Representative of CA

DRAFT

**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance imposing an immediate moratorium on the consideration of impact fee exemptions; setting a public hearing; establishing a work program; and declaring an emergency.

**WHEREAS**, the SMC provides for impact fee exemption requests to be considered by the City Council; and

**WHEREAS**, the COVID-19 pandemic has had, and will likely continue to have, a detrimental impact on the City’s ability to provide needed services and infrastructure for all Spokane residents; and

**WHEREAS**, the City may receive impact fee exemption requests in the future; and

**WHEREAS**, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to implement land use moratoria without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

**WHEREAS**, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty (60) days of its adoption; and

**WHEREAS**, the City intends to impose a moratorium barring the acceptance or consideration of requests for exemptions from impact fees as currently provided in SMC 17D.075.060; and

**WHEREAS**, the City also intends to conduct a work program during the pendency of this moratorium, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible replacement for the impact fee exemption framework; and

**WHEREAS**, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (“SEPA”); and

**WHEREAS**, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an

emergency allowing this ordinance to become effective immediately upon adoption; and

**WHEREAS**, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public health, safety, property or peace.

**NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:**

Section 1. Moratorium Imposed. A moratorium is imposed on the acceptance or consideration of requests for exemptions from impact fees, under SMC 17D.075.060. During the term of this moratorium, the City will not accept, process, or consider requests for impact fee exemptions.

Section 2. Purpose. The purpose of this moratorium is to allow the City adequate time to review and possibly amend its ordinances relating to impact fee exemptions in order to prevent the potential frustration of the City's intent and policy regarding impact fee exemptions.

Section 3. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of six (6) months, beginning on the date of the adoption of this Ordinance.

Section 4. Public Hearing on Moratorium. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this moratorium on August 16, 2021. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either extend the moratorium for an additional six-month period or cancel the moratorium.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage. Without an immediate moratorium on the City's acceptance, processing, or consideration of requests for impact fee exemptions, the acceptance, processing, or consideration of such requests by the City could occur under regulations that are inconsistent with the City's legitimate policy of ensuring that the City is able to fund, provide, and maintain essential services



and infrastructure within the City of Spokane, for the welfare of its residents. Current City regulations have not anticipated the potential loss of revenues, which undermine the City's ability to provide necessary services and infrastructure. Therefore, the City's moratorium must be imposed immediately to prevent any development rights from vesting and preserve the City's ability to process requests under valid codes.

**ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_**

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	American Rescue Plan Act (ARPA) Project Employees
<b>Date:</b>	06/17/2021
<b>Author (email &amp; phone):</b>	Brian McClatchey (bmclatchey@spokanecity.org / 625-6210)
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience, Finance & Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO for Project Employee Costs
<p><u>Background/History:</u>  The federal American Rescue Plan Act (ARPA) of 2021 allocates approximately \$65 billion in direct aid to municipal governments. The City of Spokane will receive approximately \$81 million in flexible local direct funding (Local Recovery Funds) via that legislation to address gaps and support recovery.</p> <p>These Local Recovery Funds must be committed by December 31, 2024, with complete spending and reporting required through December 31, 2026.</p> <p>The City Administration and Council office will require additional administrative support to oversee the allocation, management, and reporting of these funds. This SBO allocates funding for those administrative expenses.</p>	
<p><u>Executive Summary:</u>  Current Administration and Council staffing levels require supplemental support to administer and execute the intent of ARPA:</p> <ul style="list-style-type: none"> <li>• <b>ARP Project Coordinator (part-time)</b> – This would be a temporary, part-time Project Coordinator who would be expected to work with Council Members, Council staff, community stakeholders and the Administration to help ensure the funds are used for the retention of existing businesses, the recovery of arts and culture, the vitality of downtown, and supporting underserved groups and populations. The ARP Project Coordinator will be housed within the Council office, and will assist in the staffing of the recovery working group. <ul style="list-style-type: none"> <li>• <i>Estimated total cost (balance of 2021 through 2024): \$150,000.</i></li> </ul> </li> <li>• <b>ARP Financial Support</b> – this position would handle the financial planning, budget monitoring and setup, coordinate and support accounting and grant review, and support additional and special financial reporting, as necessary related to all ARPA funding received – both federal grants and Local Recovery Funds to provide the full financial picture. This may start as part-time and expand as the program is implemented depending on need. The person in this position will report to the Chief Financial Officer, and will assist in staffing of the recovery working group <i>Estimated total cost (balance of 2021 through 2024): \$300,000.</i></li> </ul>	

- **ARP Engagement and Communication** – This position would support the Council’s Communications Director with necessary administrative tasks, such as scheduling meetings, maintaining minutes, tracking progress and impact, and supporting communications efforts (written, social media, and web) among all stakeholders, as well as providing staff assistance to the recovery working group. *Estimated total cost (balance of 2021 through 2024): \$150,000.*
- Total contingent operating cost for supplies, space and contractual services is \$100,000. This may include some technology requirements to meet reporting, tracking, and communication expectations.
- **Total estimated cost for the term of the program through Dec. 31, 2024, is \$700,000.**

Request is for authority for the Administration and Council Office to create the type and number of project positions needed, up to the authorized allocated amounts in order to properly match the City’s needs with the resources.

Budget Impact:

Approved in current year budget?      Yes   No   N/A

Annual/Reoccurring expenditure?      Yes   No   N/A

If new, specify funding source: Federal ARPA Funding

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

**WHEREAS**, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of various funds, 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:

<b>FROM:</b>	1425-99999 99999	ARP Fund Unappropriated Reserves	<u>\$ 700,000</u>
<b>TO:</b>	1425-98868 14230-08500	ARP Fund Project Employee	<u>\$ 700,000</u>

**Section 2.** That the appropriations authorized in Section 1 of this ordinance shall provide funding for the following project employee positions and associated expenses, to be funded from the date of enactment of this ordinance through December 31, 2024:

- ARP Project Coordinator (reports to City Council): \$150,000;
- ARP Financial Support Coordinator (reports to Chief Financial Officer): \$300,000;
- ARP Engagement and Communications Coordinator (reports to City Council): \$150,000; and
- Contingency for supplies and contractual services: \$100,000.

**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 add project employee support for the administration and execution of the City's direct aid share (Local Recovery Funds) of the American Rescue Plan Act funding, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date

## Anchor Community RFP Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Neighborhoods, Housing, and Human Services Division – Community, Housing, and Human Services (CHHS) Department
<b>Subject:</b>	Office of Homeless Youth 2021-23 Award Renewal
<b>Date:</b>	July 12, 2021
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrDavis@spokanecity.org">mrDavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	CM Stratton
<b>Executive Sponsor:</b>	David Lewis
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	Award is retroactive to July 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$889,125 grant renewal award from the Office of Homeless Youth, subgrant \$226,428 to Volunteers of America (VOA) and Spokane Neighborhood Action Partner (SNAP) to serve homeless and at-risk youth and young adults (YYA) for period 7/1/21 to 12/31/21, and release an RFP in early fall 2021 to award another \$596,761 for the period 1/1/22 to 6/30/23.
<b>Background/History:</b> On June 29, 2021, the WA State Dept. of Commerce Office of Homeless Youth Prevention and Protection (OHY) released a grant agreement to the CHHS Department renewing the full award amount from the 2019-21 grant term for another 2 years.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• CHHS’s award from OHY consists of \$400,000 award for outreach services under the Anchor Community Initiative and a Young Adult Housing Program grant in the amount of \$489,125.</li> <li>• CHHS will retain \$33,936 for administrative oversight of the outreach program and \$32,000 for administrative oversight of the Young Adult Housing Program (YAHP).</li> <li>• Current subgrantees will receive 6-month extension for current programming in the amount of \$91,517 to VOA to continue outreach services and \$65,777 to SNAP, as well as \$69,134 to VOA to continue the Young Adult Housing Program.</li> <li>• The remaining \$274,547 in outreach funding and \$322,214 in YAHP funding will be put out for competitive bid in fall 2021 for the remaining 18 months of the award period.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If new, specify funding source: N/A	
Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Specify changes required: N/A	
Known challenges/barriers: N/A	



**Grant Agreement with**

City of Spokane

Community Services and Housing Division  
Housing Assistance Unit  
Office of Homeless Youth

**For**

Office of Homeless Youth Core Programs &  
Anchor Communities Initiative

**Start date:** July 1, 2021

THIS PAGE INTENTIONALLY LEFT BLANK



## TABLE OF CONTENTS

Special Terms and Conditions .....	1
Face Sheet .....	1
1. Contract Management .....	2
2. Compensation.....	2
3. Billing Procedures and Payment .....	2
4. Subcontractor Data Collection.....	3
5. Insurance.....	3
6. Order of Precedence.....	4
General Terms and Conditions .....	5
1. Definitions.....	5
2. Access to Data .....	5
3. Advance Payments Prohibited .....	5
4. All Writings Contained Herein .....	5
5. Amendments .....	5
6. Americans With Disabilities Act (ADA).....	5
7. Assignment.....	5
8. Attorneys' Fees.....	5
9. Confidentiality/Safeguarding of Information .....	6
10. Conflict of Interest.....	7
11. Copyright.....	7
12. Disputes .....	8
13. Duplicate Payment.....	8
14. Governing Law and Venue .....	8
15. Indemnification .....	8
16. Independent Capacity of the Contractor.....	9
17. Industrial Insurance Coverage .....	9
18. Laws .....	9
19. Licensing, Accreditation and Registration .....	9
20. Limitation of Authority .....	9
21. Noncompliance With Nondiscrimination Laws.....	10
22. Pay Equity .....	10
23. Political Activities .....	10
24. Publicity .....	10
25. Recapture.....	10
26. Records Maintenance.....	10
27. Registration With Department of Revenue.....	10
28. Right of Inspection.....	10
29. Savings.....	11
30. Severability .....	11
31. Site Security .....	11
32. Subcontracting.....	11
33. Survival.....	11

**TABLE OF CONTENTS**

34.	Taxes .....	11
35.	Termination for Cause .....	11
36.	Termination for Convenience .....	12
37.	Termination Procedures .....	12
38.	Treatment of Assets.....	13
39.	Waiver .....	13

Attachment A, Scope of Work

Attachment B, Budget

Attachment C, Program Guidelines

Attachment D, Grant Application

**FACE SHEET****Contract Number: 22-46312-203**

**Washington State Department of Commerce**  
 Community Services and Housing Division  
 Housing Assistance Unit  
 OHY Core Programs

<b>1. Grantee</b> City of Spokane Community, Housing and Human Services Dept. 808 W Spokane Falls Blvd. Spokane, WA 99201		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b> Matt Davis Homeless Prevention Specialist (509) 625-6815 Mr.davis@spokanecity.org		<b>4. COMMERCE Representative</b> Karen Danz Program Manager 360-725-2976 <a href="mailto:karen.danz@commerce.wa.gov">karen.danz@commerce.wa.gov</a> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$889,125	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2021	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> 91-6001280	<b>11. SWV #</b> 0003387-03	<b>12. UBI #</b> 328-013-877	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> The purpose of this grant is to provide safety and stability to unaccompanied youth and young adults experiencing homelessness and housing instability in WA State by providing a continuum of outreach, shelter, housing, and associated services as specified in the contract Scope of Work.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Program Guidelines (as they may be revised from time to time), and Attachment "D" - Grant Application.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name and Title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

Last revision 10/13/2020

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount shown on the Grant Face Sheet (Box 5) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based in accordance with Attachment B – Budget.

**3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by Commerce on a case-by-case basis.

All invoices shall include a Monthly Voucher Detail and any other reports required by Commerce. The invoice shall include the Grant Number.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report or completion of the project, etc.

**4. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**5. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence, General Aggregate - \$2,000,000. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence, General Aggregate - \$2,000,000 to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. Grantee’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Program Guidelines, as revised
- Grant application

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

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

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program



**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**11. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**12. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**13. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**14. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**15. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**16. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**17. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**18. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**19. LICENSING, ACCREDITATION AND REGISTRATION**

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

**20. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**22. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

**23. POLITICAL ACTIVITIES**

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**24. PUBLICITY**

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

**25. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**26. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**27. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**28. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**29. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**30. SEVERABILITY**

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**31. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**32. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**33. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**34. TAXES**

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

**35. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**36. TERMINATION FOR CONVENIENCE**

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

**37. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**38. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

**39. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**Scope of Work**

- A.** Grantee agrees to operate the following programs as specified in the grant application and OHY guidelines
  - The Street Outreach Services (SOS) grant provides services and resources either directly or through referral to street youth (ages 12 to 17) and unaccompanied young adults (ages 18-24) as defined by RCW 43.330.702
  - The Young Adult Housing Program (YAHP) provides rental assistance and case management to eligible young adults ages 18 to 24.
- B.** Grantee shall comply with all the administrative requirements, policies and procedures, required trainings, and program implementation requirements specified in the applicable OHY program guidelines for each of the programs funded through this grant.
- C.** Grantee shall submit Monthly Voucher Details with each invoice and any other report that Commerce may develop as specified in the applicable OHY program guidelines.
- D.** Grantee must enter data in HMIS in accordance with any applicable HMIS user agreements, and as specified by Commerce in the applicable OHY program guidelines.
- E.** Grantees will active local and statewide leadership to build cross-agency momentum, refine and improve data collection, and maintain quality by name lists towards ending youth and young adult homelessness in accordance with A Way Home Washington's Anchor Communities Initiative. Grantees will collaborate with AWHWA on building system capacity, program implementation and evaluation, and receiving technical assistance.



**Budget**

<b>Budget Category</b>	<b>FY 22</b>	<b>FY 23</b>
Admin	\$22,988.50	\$22,988.50
Program Operations	\$388,189.50	\$388,189.50
Facilities	\$16,328	\$16,328
Diversion	\$375	\$375
Rent Assistance	\$16,681.50	\$16,681.50
<b>Total</b>	<b>\$444,562.50</b>	<b>\$444,562.50</b>

**Total Grant Amount: \$889,125**

## Briefing Paper Urban Experience

<b>Division &amp; Department:</b>	Integrated Capital Management
<b>Subject:</b>	Fish Lake Trail Connection Study
<b>Date:</b>	7-12-21
<b>Author (email &amp; phone):</b>	Inga Note ( <a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a> , 625-6331)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Pedestrian Master Plan, Bicycle Master Plan, Comprehensive Plan, 6-Year Street Program
<b>Strategic Initiative:</b>	Urban Experience
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of contract amendment for Phase II of the Fish Lake Trail Connection Study including additional city funds to cover cost of evaluating a fifth trail alignment.
<u>Background/History:</u> The City of Spokane awarded a contract to KPFF Consulting Engineers totaling \$202,236 for Phase I. Phase I is complete and included alternatives development, analysis, evaluation and conceptual design of four alignments; environmental review and cultural resource investigation. There is need to evaluate one additional trail route prior to selecting the preferred alignment and that scope has been added to Phase II. The initial contract envisioned breaking the project into two phases. This final phase will include engineering services to develop the preferred alternative to 30% design for trail alignment, sections, and estimates, also hazardous material assessment and cultural resource investigation.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>Phase I contract originally for three routes. The contract was amended in 2020 to evaluate a fourth alignment using management reserve.</li> <li>Phase II contract amendment allows for evaluation of fifth alignment and report update</li> <li>Phase II will develop 30% design for the preferred route</li> <li>This amendment will increase the contract by \$82,355.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Arterial Streets Fund Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

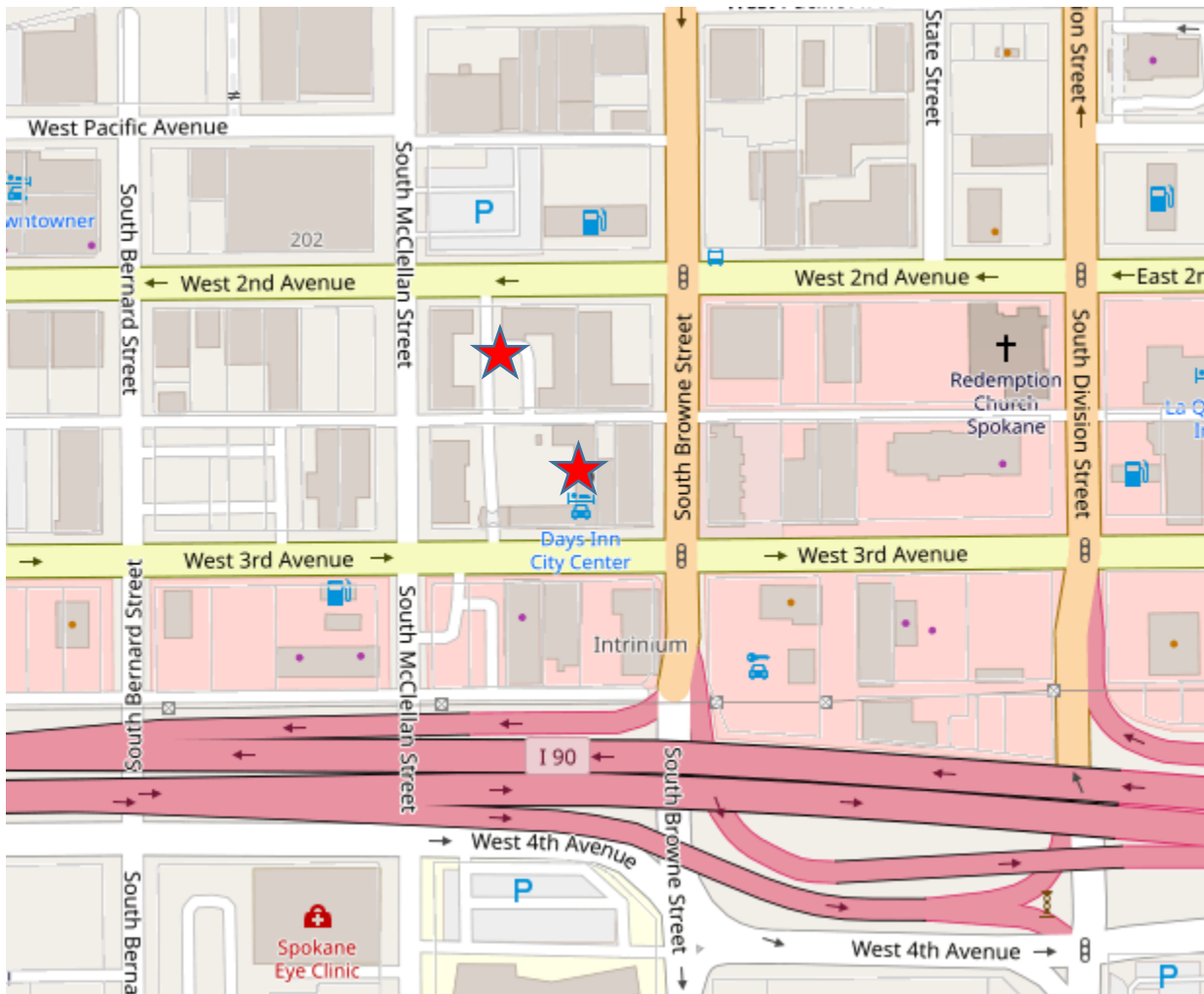
## Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	July 12, 2021
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	TBD
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption 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.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Applicant applying for a conditional contract to convert the old Days Inn at 120 W 3<sup>rd</sup> Ave into 92 studio apartments.</li> <li>• Property is zoned Downtown South; use is allowed.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

**Tax Abatement Information:**

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Imperial Apartments	
Number of units in the project	92
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$4,790</b>
Estimated Property Tax saved per project annually	\$151,513
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$1,212,105
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$38,324</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$306,591</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

**Site Map:**



## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Economic Development / Planning Services
<b>Subject:</b>	SBO – Shift Salary Savings to Consultant Services
<b>Date:</b>	6/21/2021 Finance Committee meeting
<b>Contact (email &amp; phone):</b>	Louis Meuler, <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096
<b>City Council Sponsor:</b>	Councilmember and Plan Commission Liaison Lori Kinnear
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget / Plan Commission Work Program
<b>Strategic Initiative:</b>	2021 Plan Commission Work Program
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO to Temp Season and Contractual Services line items within Planning Services Budget
<b>Background/History:</b> This SBO will move savings from two currently vacant Assistant Planner II positions and savings from the vacant Planning Director position into the Consultant Services line item to be used towards resources to further implement the 2021 Plan Commission Work Program.	
<b>Executive Summary:</b> <p style="margin-left: 40px;">Moving Planning Services budget amount of \$190,000 from salary savings from currently funded but vacant positions to Consultant Services line item to will allow for contracting for additional resources to be applied towards additional 2021 Plan Commission Work Program items. Planning is currently working with Civil Service to recruit in order to fill two vacant positions.</p>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0650-30210	Planning Services	
	58620-07110	Director Planning Services (position 711001 – salary savings only)	\$ 54,637
	58620-52110	Social Security	\$4,180
	58620-52210	Retirement	\$5,464
	58620-52310	Medical	\$6,365
	58620-52320	Dental	\$640
	58620-52330	Life Insurance	\$325
	58620-52340	Disability Insurance	\$174
	58620-52400	Industrial Insurance	\$53
	58620-51640	Deferred Comp	\$600
	0650-51100	Planning Services	
	58620-02570	Assistant Planner II – salary savings only (positions 257030 & 257036)	\$ 68,811
	58620-52110	Social Security	\$9,378
	58620-52210	Retirement	\$12,259
	58620-52310	Medical	\$20,894
	58620-52320	Dental	\$2,560
	58620-52330	Life Insurance	\$729
	58620-52340	Disability Insurance	\$317
	58620-52400	Industrial Insurance	\$213
	58620-51640	Deferred Comp	\$2,400
			<u>\$ 190,000</u>
TO:	0650-30210	Planning Services Admin	
	58620-54201	Contractual Services	<u>\$ 190,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund consulting services and the Planning Director recruitment, 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

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Community and Economic Development
<b>Subject:</b>	SBO for Clerk II position for Parking Services
<b>Date:</b>	6/9/2021
<b>Author (email &amp; phone):</b>	Kris Becker kbecker@spokanecity.org 625-6392
<b>City Council Sponsor:</b>	XXX
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO
<p><u>Background/History:</u></p> <p>The City manages a robust parking permit program which includes permitting for Commercial Loading Zones, Special Loading zones, Residential Parking Passes, and Special Event parking permits. Currently, the City’s Accela permit software system is used to manage and take payments for parking permits. Permittees are issued physical hangtags or stickers that must be displayed in the vehicle. The parking permit program is administered by Development Services Center staff and a portion of the parking permit fees are retained in the enterprise fund to cover the costs of staff time. In 2019, parking permit fees contributed \$90,290 to the enterprise fund. In 2020, the amount was \$95,512.</p> <p>In 2020, Parking Services issued an RFP and selected a new integrated parking management software system. The new software includes a digital permitting module that is integrated with the citation management system and License Plate Recognition (LPR) system. We anticipate that the citation management module of the new software system will go live in July, and the permit module will follow soon after. As the recommendations of the 2019 Downtown Parking Study are implemented, new permit programs may be created including service worker permits or expansion of residential parking passes. A new clerical position will be created in Parking Services to manage the existing and future parking permit programs utilizing the new software.</p> <p>That portion of the parking permit fees that had been retained by the DSC enterprise fund will be directed to the parking services fund as DSC staff will no longer administer the parking permit program. We do not anticipate that there will be a negative impact to the DSC enterprise fund - in 2021, budgeted revenues exceeded budgeted expenses by approximately \$300,000. The parking permit fees will be used to cover the salary and benefits of the new position in Parking Services.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• The new parking management software includes a digital permitting module that will be implemented later this year.</li> <li>• The current process of DSC staff issuing paper hangtags and stickers is less efficient than digital permits that can be enforced using LPR technology.</li> </ul>	



- A new position will be created in Parking Services to manage existing and future parking permit types.
- This SBO is needed to move parking permit fee revenues to the correct budget location and to create the new position.

Budget Impact:

Approved in current year budget?  Yes  No

Annual/Reoccurring expenditure?  Yes  No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.): Parking permit fees will no longer be split between the DSC enterprise fund and the Parking Meter fund. Permit revenues are sufficient to support this position.

Operations Impact:

Consistent with current operations/policy?  Yes  No

Requires change in current operations/policy?  Yes  No

Specify changes required: Paper parking permits and stickers will no longer be issued by DSC staff.

Digital permits will be issued by Parking Services staff and all payments will be managed through the new Parking Management software.

Known challenges/barriers:

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Parking 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 Parking Fund, and the budget annexed thereto with reference to the Parking Fund, the following changes be made:

FROM:	1460-30210	Parking	
	99999-32210	Parking - Processing Fee	\$95,000
TO:	1460-30210	Parking	
	21710-00020	Clerk II (position 002_____)	<u>\$ 16,630</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund a Clerk II, 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

## Briefing Paper

### Finance and Administration

<b>Division &amp; Department:</b>	Community and Economic Development – Development Services Center, Code Enforcement and Parking
<b>Subject:</b>	Addition of 1 Parking Enforcement Specialist I position
<b>Date:</b>	6/9/2021
<b>Author (email &amp; phone):</b>	Kris Becker kbecker@spokanecity.org 625-6392
<b>City Council Sponsor:</b>	XXX
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Economic Development, Public Safety
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO
<p><b>Background/History:</b></p> <p>Parking Services operations include enforcement of Citywide parking ordinances with a focus on customer service and the maintenance of the on-street parking system. The primary objective of the Parking staff is enforcement and customer service to provide the recommended turnover and availability of convenient parking spaces within the Paid Parking Boundary and the majority of the team is dedicated to the downtown service area. Recently, two Parking Enforcement Specialists have been aligned with Code Enforcement to provide city-wide coverage in residential neighborhoods and commercial/business districts to ensure vehicle and pedestrian safety, mobility and accessibility for all residents.</p> <p>The Neighborhood Parking Enforcement team works closely with Code Enforcement staff, the illegal camping POD, and SPD to investigate and respond to all parking complaints outside of the Paid Parking Boundary. Prior to 2019, vehicle impoundment was managed completely by SPD. Through a negotiated agreement with SPD and Local 270, a significant portion of that work was transitioned to the Parking Services team – though no staff was added to support this workload.</p> <p>Earlier this year, a vacant Enforcement Supervisor position was reclassified to a Parking Enforcement Specialist I (PES I). The salary and benefits budgeted for the Enforcement Supervisor (\$126,242) is almost twice that of a PES I (~\$63,389). A small amount of funds from the temp/seasonal budget line item will be combined with the salary savings to fund the new PES I position.</p> <p>The City receives about 25 new parking complaints daily – and each complaint requires between 1 and 4 inspections/visits by City staff to resolve. Additional resources are needed to manage this workload. The City’s highest priorities to investigate parking violations are life, health, and safety risk. When a parking complaint is received, a case is opened and assigned to the appropriate team for response. The assigned team evaluates each complaint and investigates them in order of priority to determine if a violation exists. Response times to parking complaints vary based on the volume of priority calls.</p>	

We have evaluated the option of hiring temp/seasonal labor to supplement existing staff; however the issuance of parking citations and impounding of vehicles requires that the employee have a limited commission from Spokane Police. It is not practical for temp/seasonal employees to acquire the limited commission.

An SBO is required create a new position as it was not included in the 2021 budget.

Executive Summary:

- *A vacant Enforcement Supervisor position was reclassified in 2021 resulting in significant salary savings.*
- *The salary savings plus a small amount of temp/seasonal funds will support the addition of a new Parking Enforcement Specialist I position.*
- *The new PES I position will be added to the Neighborhood Parking Enforcement team for a total of 3 people to respond to parking complaints, junk vehicles, and RV complaints outside of the paid parking boundary.*

Budget Impact:

Approved in current year budget?  Yes  No

Annual/Reoccurring expenditure?  Yes  No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?  Yes  No

Requires change in current operations/policy?  Yes  No

Specify changes required:

Known challenges/barriers:

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Parking 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 Parking Fund, and the budget annexed thereto with reference to the Parking Fund, the following changes be made:

FROM:	1460-30210	Parking	
	21710-00630	Code Enforcement Supervisor (salary savings only)	\$ 30,360
	21710-52110	Social Security	\$2,321
	21710-52210	Retirement	\$3,035
			<u>\$ 35,716</u>
TO:	1460-21200	Parking	
	21710-04340	Parking Enforcement Specialist I (position 0434 _____)	<u>\$ 22,443</u>
	21710-52110	Social Security	\$1,717
	21710-52210	Retirement	\$2,244
	21710-52310	Medical	\$7,638
	21710-52320	Dental	\$768
	21710-52330	Life Insurance	\$134
	21710-52400	Industrial Insurance	\$52
	21710-51640	Deferred Comp	\$720
			<u>\$ 35,716</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for additional Parking Enforcement Specialists, 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