

**February 9, 2023 Board Meeting 7:30 – 9:00 AM**  
7106 W Will D Alton Lane, Suite 103 Spokane, WA 99224

*This meeting will be held in person with an online option.*

*Instructions on how to join the call are as follows:*

*Join Zoom Meeting*

<https://us06web.zoom.us/j/82387049093?pwd=UzBNSmEzROVyQnl6MzFhZHVOMWxydz09>

*Meeting ID: 823 8704 9093; Passcode: 167520*

*If you would like to join by telephone only, please call 1-253-215-8782 then enter: 823 8704 9093*

*For a complete packet of materials please go to [S3R3Solutions.com](http://S3R3Solutions.com)*

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## **Welcome and Introductions**

## **Public Comment/Courtesy of the Floor**

## **Action Items**

- Action Item No 1 - Consent Agenda
  - Approval of Minutes for the January 12, 2023 Board Meeting
  - Approval of Financials for January 1 - 31, 2023
- Action Item No. 2 - Amendment to Bylaws for Election of Board Officers
- Action Item No. 3 - Election of Board Officers
- Action Item No. 4 - Partnership Agreement for Use of Property
- Action Item No. 5 - Master Service Agreement

## **Project Updates, Presentations and Briefings**

- Project Updates

## **Other Business**

- Unfinished Business
  - Recruitment of Executive Director
- New Business

## **Board Member Items**

## **Executive Session**

## **Adjourn**

### **Executive Session**

An Executive Session may be called during the meeting. The purpose must be announced and is limited by RCW 42.30.110. Examples include: (1) to discuss with legal counsel litigation, potential litigation and/or legal risks (RCW 42.30.110(1)(i)); (2) to consider the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); and (3) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price (final action selling or leasing public property shall be taken in a meeting open to the public)(RCW 42.30.110(1)(c)).

**Action Item No: 02092023-01**

**Board Meeting Date: February 9, 2023**

**Subject: Consent Agenda**

**1) Approval of January 12, 2022 Board Meeting Minutes**

**2) January 2023 Financials**

**Background:**

January 12, 2023 minutes for the regularly scheduled Board Meeting.

Financials for January 2023

**Recommendation:**

Recommendation is for the S3R3 Solutions Board to approve the consent agenda items as presented.

**Submitted By:**

Gerry Gemmill, Executive Director

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**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:** (Approved) (Rejected) (Deferred to: \_\_\_\_\_)

**Approved as modified:** \_\_\_\_\_

**January 12, 2023 Regular Board Meeting**

**7:30 – 9:00 AM**

## **Minutes – Board Meeting** (held via teleconference and in person)

### **Attendance**

**S3R3 Solutions Members physically present:** Greg Birchell, Al French, Johnnie Perkins, Scott Simmons

**S3R3 Solutions Members present via teleconference:** Breean Beggs, Larry Krauter

**S3R3 Solutions Members absent:** None

**S3R3 Solutions Staff physically present:** Karen Corkins, Project Manager, Gerry Gemmill, Interim Executive Director, Sueann Herkel, Executive Assistant

**S3R3 Solutions Staff present via teleconference:** Taudd Hume, Legal Counsel

**Guests physically present:** Vince Barthels, Mark Brewster, JE McHugh, Craig Volosing

**Guests present via teleconference:** Dick Edwards, Paul Fendt (Parametrix), Becca Mclean (Big Sky PR), Alex Sylvain (Parametrix), Pete Thompson

**Meeting called to order 7:35 AM**

### **Welcome and Introductions:**

In Board Chair Larry Krauter's physical absence, he requested that Vice Chair Al French chair the meeting. Vice Chair Al French requested a roll call, quorum present. Additionally, each guest (as mentioned above) was introduced.

### **Public Comment/Courtesy of the Floor:**

Public Comment was requested by Board Vice Chair Al French. He advised that there will be a three-minute limit. Attendee Mark Brewster commented on the airport. Board Chair and Spokane International Airport CEO, Larry Krauter, asked Mr. Brewster to contact him directly.

### **Action Item No. 1 – Consent Agenda**

Board Vice Chair Al French stated he was open to a motion to approve the Consent Agenda Action Item No. 1 which included minutes for the December 8, 2022 Board Meeting, and financials for December 1 - 31, 2022. Board Secretary Scott Simmons motioned for approval, Board Member Johnnie Perkins seconded, motion passed unanimously.

### **Action Item No. 2 – Election of Board Officers**

Interim Executive Director Gerry Gemmill suggested that the stipulation regarding the terms of officers should be reviewed and possibly refined. He is directly referencing that currently, a board member can serve two terms in the same capacity. Taudd Hume, legal counsel, stated that could be amended after a notice for action stated next month. It was agreed by the Board and under the advice of counsel that the election will be pushed until next month after the bylaw is reformed. Board Vice Chair Al French stated he was open to a motion to continue the election of board officers until the next board meeting. Board Member Johnnie Perkins motions and Board Secretary Scott seconded, motion passed unanimously.

### **Project Updates, Presentations and**

Project Manager (PM) Karen Corkins provided an update concerning the Cheney PRM site. She explained that this is a stop gap until our mitigation bank is ready. Fortunately, we have four to five credits at Meadowcraft. The next step for the Cheney PRM is to develop an interlocal agreement (ILA) with Cheney which the Interim Executive Director will negotiate specifically mentioning the responsibilities of each entity. Interim Executive Director Gerry Gemmill stated that S3R3 is focused on economic development and is not staffed to work a mitigation bank. Therefore, it is recommended that S3R3 Solutions work the ILA and then let the City of Cheney take over. All of the Board agreed in moving forward as stated by Mr. Gemmill.

The PM provided a brief on the Fiber project and explained that, despite due diligence to validate funding by the Kalispel Tribe, they were informed they are out of time with CERB. It is the recommendation of Interim Executive Director Gerry

Gemmill that all efforts toward fiber in Spokane County, specifically the area of responsibility (AOR) for S3R3, be directed to Spokane County. In the discussion with the Board, it was mentioned that part of the fiber in S3R3's AOR was the possibility of revenue. Discussion ensued regarding revenue sharing with the County regarding fiber. It was agreed that the County will evaluate as this project moves forward and evaluate as progression takes place. Board Vice Chair Al French asked if the board agrees to turn over the broadband project to the County, all in favor.

PM briefed the board regarding the stormwater project specifically mentioning the contract with Parametrix, Inc. It was discussed and later decided that a Master Services Agreement (MSA) would be drafted with an overall description of services and be presented to the board in stages. Legal Counsel Taud Hume advised that although a vendor template has been used historically which included all scopes of work, all scopes of work with this contract would be a different phase that would be presented to the board individually. In essence, the MSA streamlines our current contract. The ARP funds have been approved and we are currently working with the County to complete the contract. Board Vice Chair mentioned that there should be a hard date to dispense in the MSA and Board Treasurer Breean Beggs suggested it be 90 days prior to the end day to accommodate for the accounting procedures for the ARP Funding. Board Vice Chair Al French asked that no action be taken today and that the board revisits in February with a preliminary budget and a formal plan. In moving forward, the question was asked whether Interim Executive Director Gerry Gemmill be given authorization to sign the ARP contract, the entire board agrees that he has said authorization. Interim Executive Director Gerry Gemmill stated that the funds granted by ARP could be used to leverage additional funding.

PM advised the board that Catlin Dix has made a verbal request for funds but has not yet requested in writing, which is required by the contract we have with her. If she makes the request in writing, funds are available in S3R3's investment account.

An overview was provided regarding the partnership agreement for the wetland mitigation bank including information that this process could take 18-24 months but it is moving forward. The partnership agreement and the possibility of property acquisition will be discussed in Executive Session.

At 8:30 AM, Board Vice Chair Al French called an Executive Session to discuss acquisition of real estate and action regarding qualifications for public employment. The Executive Session will last 30 minutes and there is a possibility that action will be taken afterward.

At 9:03 AM the board meeting resumed, and no action was taken.

**Unfinished Business**

Executive Director (ED) search continues as Board Chair Larry Krauter discusses the Request for Proposal regarding an agency to commence with the search for an ED.

**Other Business**

None

**New Business**

None

**Board Member Items**

None

The January 12, 2023 Board Meeting was adjourned at 9:05 AM.

# West Plains Airport Area PDA

Balance Sheet Detail  
As of January 31, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
<b>ASSETS</b>									
1111000	BUSINESS CHECKING (6532)								
Beginning Balance									220,296.48
01/04/2023	Expense		Team Logic IT	IT Services - January 2023 - Team Logic	Legal & Professional Services:IT Services	\$602.45	-602.45	219,694.03	
01/04/2023	Expense		AWC Employee Benefit Trust	Health Insurance for PM - January 2023	5587021 Economic Development - Benefits:Employees Health Benefits	\$1,436.42	-1,436.42	218,257.61	
01/05/2023	Expense		Adobe	Adobe software - Jan - Feb 2023	5587030 Office Supplies & Software	\$16.34	-16.34	218,241.27	
01/05/2023	Expense		Team Logic IT	Installation of new equipment for computer security	Legal & Professional Services:IT Services	\$588.60	-588.60	217,652.67	
01/05/2023	Payroll Check	DD	Sueann K. Harkel	Pay Period: 12/16/2022-12/31/2022	Direct Deposit Payable	\$956.66	-956.66	216,696.01	
01/05/2023	Expense		Intuit	Accounting services and payroll assistance for Jan 5 - Feb 5, 2023	-Split-	\$125.35	-125.35	216,570.66	
01/05/2023	Payroll Check	DD	Karen M. Corkins	Pay Period: 12/16/2022-12/31/2022	Direct Deposit Payable	\$2,632.17	-2,632.17	213,938.49	
01/05/2023	Expense		STCU	Foreign transaction fee from STCU - company we pay through Big Sky PR that is located in Canada	Other Business Expenses:Bank Charges & Fees	\$0.78	-0.78	213,937.71	
01/05/2023	Expense		Storepoint, Inc	Internet data through Big Sky PR - January 2023	Legal & Professional Services:Advertising & Marketing	\$39.00	-39.00	213,898.71	
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	Pay Period: 12/16/2022-12/31/2022	Direct Deposit Payable	\$3,077.96	-3,077.96	210,820.75	
01/09/2023	Expense		Inland Northwest AGC	AGC Conference for January 17, 2023	5587048 Conferences/Association Meetings	\$25.00	-25.00	210,795.75	
01/09/2023	Expense		Jan-Pro Northwest	Office janitorial service - December 2022	Other Business Expenses:Other Miscellaneous Service Cost	\$339.00	-339.00	210,456.75	
01/09/2023	Expense		Inland Northwest AGC	AGC Conference for January 18, 2023	5587048 Conferences/Association Meetings	\$25.00	-25.00	210,431.75	
01/09/2023	Expense		Zayo	Internet connection for December 2022	Communications:Internet	\$357.73	-357.73	210,074.02	
01/09/2023	Expense		Washington DRS	PERS corrected report filed for back pay to Dec for Corkins	5587022 Economic Development - Benefits:Payroll Expenses - PERS	\$27.92	-27.92	210,046.10	
01/09/2023	Deposit		City of Spokane*	Utility Tax share from City of Spokane - January 2023	3370030 Local Grants, Entitlements and Other Payments:New Construction Utility Bill Payments - City of Spokane	\$4,713.75	4,713.75	214,759.85	
01/10/2023	Expense		Spokane Airport	Office lease - Jan 2023	5587046 Rent & Lease	\$1,360.00	-1,360.00	213,399.85	
01/10/2023	Expense		Association of Washington Business	Yearly membership fee to Association of Washington Cities	Other Business Expenses:Dues & subscriptions	\$412.53	-412.53	212,987.32	
01/10/2023	Expense		Zayo	Internet connection for January 2023	Communications:Internet	\$362.87	-362.87	212,624.45	
01/10/2023	Expense		Washington Department of Revenue (DOR)	Business license for 2023 - State of Washington	5587045 Taxes & Licenses	\$162.00	-162.00	212,462.45	
01/11/2023	Tax Payment		IRS	Tax Payment for Period: 01/04/2023-01/06/2023	Employer Payroll Taxes Payable	\$2,218.69	-2,218.69	210,243.76	
01/11/2023	Expense		Washington DRS	PERS and DCP for the second pay period of December 2022	-Split-	\$1,813.05	-1,813.05	208,430.71	
01/12/2023	Expense		Mountain Dog Sign Company	Picture of board member onto canvas to hang in office	Other Business Expenses:Other Miscellaneous Service Cost	\$261.36	-261.36	208,169.35	
01/12/2023	Expense		Yokes Fresh Market	Food for January 12 S3R3 Board Meeting	5587049 Business Meals	\$85.71	-85.71	208,083.64	
01/12/2023	Expense		Amazon	File folders for office	5587030 Office Supplies & Software	\$65.26	-65.26	208,018.38	
01/12/2023	Check	1519	Spokane County Treasurer's Office	Deposit into SCIP account held at the County	1114000 Spokane County Investment Pool	\$145,000.00	-145,000.00	63,018.38	
01/12/2023	Deposit		City of Spokane*	Sales Tax on new construction - City of Spokane - 3rd quarter 2022	3370020 Local Grants, Entitlements and Other Payments:Sales Tax Income:Sales Tax - New Construction Income	\$183,361.04	183,361.04	246,379.42	
01/12/2023	Expense		Amazon	Paper for the large format printer	5587030 Office Supplies & Software	\$103.24	-103.24	246,276.18	
01/13/2023	Expense		Denny's	Food for January board meeting	5587049 Business Meals	\$205.89	-205.89	246,070.29	
01/13/2023	Expense		City of Spokane	Trash collection - month of December 2022	5587042 Utilities	\$104.41	-104.41	245,965.88	
01/13/2023	Deposit		Amazon	Credit posted for incorrect charge on 1/13/2023	5587030 Office Supplies & Software	\$78.45	78.45	246,044.33	
01/13/2023	Tax Payment		WA Employment Security Department	Tax Payment for Period: 10/01/2022-12/31/2022	Employer Payroll Taxes Payable	\$160.62	-160.62	245,883.71	
01/13/2023	Expense		Karen Corkins	Reimbursement to PM - items bought for the office	5587030 Office Supplies & Software	\$115.49	-115.49	245,768.22	
01/13/2023	Expense		Spokane Airport	Electric for November 2022	5587042 Utilities	\$187.00	-187.00	245,581.22	
01/13/2023	Expense		Amazon	Incorrect charge from Amazon - later credited	5587030 Office Supplies & Software	\$151.98	-151.98	245,429.24	
01/13/2023	Expense		Amazon	Incorrect charge - credited on 1/13	5587030 Office Supplies & Software	\$78.45	-78.45	245,350.79	
01/13/2023	Deposit		Amazon	Credit from Amazon for incorrect charger	5587030 Office Supplies & Software	\$151.98	151.98	245,502.77	
01/13/2023	Expense		Anastasi Moore & Martin	Accounting services provided in December 2022	Legal & Professional Services:Accounting Services	\$509.20	-509.20	244,993.57	
01/14/2023	Expense		Amazon	Batteries for office	5587030 Office Supplies & Software	\$17.31	-17.31	244,976.26	
01/14/2023	Deposit		Amazon	Credit for incorrect charge on 1/14/2023	5587030 Office Supplies & Software	\$78.45	78.45	245,054.71	
01/14/2023	Deposit		Amazon	Credit for incorrect charge	5587030 Office Supplies & Software	\$17.31	17.31	245,072.02	
01/14/2023	Expense		Amazon	Incorrect charge - credited on 1/14/2023	5587030 Office Supplies & Software	\$78.45	-78.45	244,993.57	
01/15/2023	Expense		Amazon	Incorrect charger later credited	5587030 Office Supplies & Software	\$151.98	-151.98	244,841.59	
01/16/2023	Expense		STCU	Foreign transaction fee from company that subcontracts with Big Sky PR Firm	Other Business Expenses:Bank Charges & Fees	\$0.78	-0.78	244,840.81	
01/16/2023	Expense		Storepoint, Inc	Service provided for S3R3 website - January 2023	Legal & Professional Services:Advertising & Marketing	\$39.00	-39.00	244,801.81	
01/16/2023	Expense		Amazon	Incorrect charge from Amazon that was later credited	5587030 Office Supplies & Software	\$17.31	-17.31	244,784.50	
01/16/2023	Deposit		Amazon	Credit from incorrect charge from Amazon	5587030 Office Supplies & Software	\$151.98	151.98	244,936.48	
01/16/2023	Expense		Amazon	Office supplies to include plastic cutlery	5587030 Office Supplies & Software	\$78.45	-78.45	244,858.03	
01/17/2023	Check	1520	T-O Engineers	West Plains Transportation Network Plan - services for 9/36 - 11/30/2022 Inv 210306-12	Legal & Professional Services:Transportation	\$33,035.55	-33,035.55	211,822.48	
01/17/2023	Expense		Amazon	Computer and office supplies to include staplers & binders	5587030 Office Supplies & Software	\$151.98	-151.98	211,670.50	
01/18/2023	Expense		Amazon	Notebook for the office	5587030 Office Supplies & Software	\$5.06	-5.06	211,665.44	
01/19/2023	Tax Payment		WA Employment Security Department	Tax Payment for Period: 10/01/2022-12/31/2022	-Split-	\$107.21	-107.21	211,558.23	
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	Pay Period: 01/01/2023-01/15/2023	Direct Deposit Payable	\$2,889.93	-2,889.93	208,668.30	
01/20/2023	Expense		Greater Spokane Inc.	State of the City presented by the Mayor - 3 tickets for 2/23/2023	5587048 Conferences/Association Meetings	\$165.00	-165.00	208,503.30	
01/20/2023	Deposit		City of Spokane*	Sales Tax (non-construction tax) for 4th quarter 2022	3370010 Local Grants, Entitlements and Other Payments:Sales Tax Income	\$45,488.97	45,488.97	253,992.27	
01/20/2023	Payroll Check	DD	Karen M. Corkins	Pay Period: 01/01/2023-01/15/2023	Direct Deposit Payable	\$2,535.03	-2,535.03	251,457.24	
01/20/2023	Expense		Verizon	Cell phone for ED - January 2023	Communications:Phone Expense	\$100.52	-100.52	251,356.72	
01/20/2023	Payroll Check	DD	Sueann K. Harkel	Pay Period: 01/01/2023-01/15/2023	Direct Deposit Payable	\$1,077.43	-1,077.43	250,279.29	
01/23/2023	Expense		Nuso, LLC	Office and cell phone connection for the month of January 2023	Communications:Phone Expense	\$99.39	-99.39	250,179.90	
01/23/2023	Expense		Washington DRS	Deferred Compensation - 1st pay period of Jan 2023	5587004 Payroll Liabilities:401(a)	\$850.00	-850.00	249,329.90	
01/23/2023	Expense		Wells Fargo	Copier Lease for office	5944670 Capital Outlays	\$276.84	-276.84	249,053.06	
01/24/2023	Expense		Train HR Learning	Training Class on onboarding new employees	5587048 Conferences/Association Meetings	\$145.00	-145.00	248,908.06	
01/24/2023	Expense		Big Sky Public Relations	Marketing (social media/website) for the month of December 2022	Legal & Professional Services:Advertising & Marketing	\$11,279.75	-11,279.75	237,628.31	
01/24/2023	Expense		Witherspoon Bralich McPhee, PLLC	Legal services from Nov 2022 to Jan 2023 for General, Wetland and Stormwater	-Split-	\$9,420.00	-9,420.00	228,208.31	
01/25/2023	Tax Payment		IRS	Tax Payment for Period: 01/18/2023-01/20/2023	Employer Payroll Taxes Payable	\$2,125.82	-2,125.82	226,082.49	
01/25/2023	Expense		Washington DRS	Corrected report for PERS	5587022 Economic Development - Benefits:Payroll Expenses - PERS	\$27.92	-27.92	226,054.57	
01/25/2023	Expense		Washington DRS	PERS deduction for first pay period of January 2023	5587022 Economic Development - Benefits:Payroll Expenses - PERS	\$984.61	-984.61	225,069.96	
01/26/2023	Expense		WalMart	Office supplies	5587030 Office Supplies & Software	\$26.32	-26.32	225,043.64	
01/26/2023	Expense		AWC Employee Benefit Trust	Jan - 2022 - Health benefits for S3R3 Employee	5587021 Economic Development - Benefits:Employees Health Benefits	\$1,436.42	-1,436.42	223,607.22	

# West Plains Airport Area PDA

Balance Sheet Detail

As of January 31, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
01/30/2023	Expense		Spokane Airport	Office space lease - February 2023	5587046 Rent & Lease		\$1,360.00	-1,360.00	222,247.22
01/31/2023	Check	1521	T-O Engineers	West Plains Transportation Network Plan - services for 12/1 - 12/31, 2022 Inv 210306-13	Legal & Professional Services:Transportation		\$41,856.58	-41,856.58	180,390.64
01/31/2023	Expense		West Plains Chamber of Commerce	Attendance at the West Plains Chamber of Commerce yearly meeting	5587048 Conferences/Association Meetings		\$100.00	-100.00	180,290.64
01/31/2023	Tax Payment		WA Labor & Industries	Tax Payment for Period: 10/01/2022-12/31/2022	Employer Payroll Taxes Payable		\$224.64	-224.64	180,066.00
01/31/2023	Check	1522	T-O Engineers	Invoice 190509-38 - PDA Wetland Mitigation Bank	Legal & Professional Services:Transportation		\$1,230.00	-1,230.00	178,836.00
01/31/2023	Expense		Avisia	Natural Gas - 12.7 - 1.9.2023	5587042 Utilities		\$66.92	-66.92	178,769.08
<b>Total for 1111000 BUSINESS CHECKING (8532)</b>									<b>\$-</b>
									<b>41,527.46</b>
1111001 Business Savings (0374)									
Beginning									243,070.31
Balance									
<b>Total for 1111001 Business Savings (0374)</b>									

# West Plains Airport Area PDA

Balance Sheet Detail

As of January 31, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
1114000 Spokane County Investment Pool									
	Beginning Balance								1,458,231.75
01/12/2023	Check	1519	Spokane County Treasurer's Office	Deposit funds into SCIP from STCU checking	1111000 BUSINESS CHECKING (6532)	\$145,000.00		145,000.00	1,603,231.75
<b>Total for 1114000 Spokane County Investment Pool</b>								<b>\$145,000.00</b>	
36991100 Money Market 2519									
	Beginning Balance								56,653.07
01/05/2023	Deposit		Wheatland Bank	Weekly interest accrued in Money Market at Wheatland Bank	3614000 Interest Earned	\$3.26		3.26	56,656.33
01/12/2023	Deposit		Wheatland Bank	Weekly interest earned in Money Market	3614000 Interest Earned	\$3.26		3.26	56,659.59
01/19/2023	Deposit		Wheatland Bank	Weekly interest earned in Money Market at Wheatland	3614000 Interest Earned	\$3.26		3.26	56,662.85
01/26/2023	Deposit		Wheatland Bank	Weekly interest accrued in Money Market	3614000 Interest Earned	\$3.26		3.26	56,666.11
<b>Total for 36991100 Money Market 2519</b>								<b>\$13.04</b>	
5587011 Savings									
	Beginning Balance								137,791.20
01/01/2023	Expense		Wheatland Bank	Monthly payment for construction loan on air cargo warehouse - January 2023	-Split-		\$52,559.66	-52,559.66	85,231.54
01/03/2023	Transfer				5587012 Checking 6077	\$13,000.00		-13,000.00	72,231.54
01/03/2023	Deposit		Amazon	Monthly rent from Amazon for air cargo warehouse	-Split-	\$82,837.94		82,837.94	155,069.48
<b>Total for 5587011 Savings</b>								<b>\$17,278.28</b>	
5587012 Checking 6077									
	Beginning Balance								21,979.69
01/03/2023	Transfer				5587011 Savings	\$13,000.00		13,000.00	34,979.69
01/03/2023	Expense		Allegro Escrow		Job Supplies:Wetland Mitigation		\$7,830.82	-7,830.82	27,148.87
01/05/2023	Expense		Wheatland Bank	Monthly service fee for using online pay with Wheatland	Other Business Expenses:Bank Charges & Fees		\$9.95	-9.95	27,138.92
01/06/2023	Expense		Western Exterminator Company	Partial payment for pest control - over payment created credit balance hence the partial payment	5587501 Amazon Expenses:Amazon Maintenance Expenses		\$17.97	-17.97	27,120.95
01/11/2023	Expense		Spokane International Airport	Land rent and leasehold excise tax for air cargo warehouse. \$0.80 overpayment applied to rent of land	-Split-	\$3,839.28		-3,839.28	23,281.67
01/25/2023	Expense		Western Exterminator Company	Extermination fee - service completed on Jan 18, 2023	5587501 Amazon Expenses:Amazon Maintenance Expenses		\$167.71	-167.71	23,113.96
01/31/2023	Expense		Wheatland Bank	Monthly service fee for checking at Wheatland Bank	Other Business Expenses:Bank Charges & Fees		\$2.00	-2.00	23,111.96
<b>Total for 5587012 Checking 6077</b>								<b>\$1,132.27</b>	
Payroll Refunds									
01/23/2023	Payroll Refund		IRS	Tax Payment for Period: 01/01/2022-12/31/2022	Employer Payroll Taxes Payable	\$336.00		336.00	336.00
<b>Total for Payroll Refunds</b>								<b>\$336.00</b>	
1880130 Fixed Asset Printer									
	Beginning Balance								2,713.10
<b>Total for 1880130 Fixed Asset Printer</b>									
1880140 Cable System									
	Beginning Balance								3,658.22
<b>Total for 1880140 Cable System</b>									
1880150 Amazon Building									
	Beginning Balance								6,131,841.97
<b>Total for 1880150 Amazon Building</b>									
1880160 Wetland Mitigation									
	Beginning Balance								61,548.03
<b>Total for 1880160 Wetland Mitigation</b>									
1889000 Accumulated Depreciation									
	Beginning Balance								-38,241.52
<b>Total for 1889000 Accumulated Depreciation</b>									
Amazon Lease									
	Beginning Balance								8,557,130.40
<b>Total for Amazon Lease</b>									
Wetlands Development Credits									
	Beginning Balance								856,000.00
<b>Total for Wetlands Development Credits</b>									
Wetlands Development Credits									
	Beginning Balance								600,000.00
<b>Total for Wetlands Development Credits</b>									
<b>TOTAL ASSETS</b>								<b>\$122,232.18</b>	<b>\$18,434,904.89</b>
LIABILITIES AND EQUITY									
Liabilities									
3172002 Leasehold Excise Land									
	Beginning Balance								5,554.40
01/03/2023	Deposit		Amazon	Leasehold tax for the land	5587011 Savings		\$436.96	436.96	6,991.36
<b>Total for 3172002 Leasehold Excise Land</b>								<b>\$436.96</b>	
3172003 Leasehold Excise Tax From Amazon									
	Beginning Balance								26,879.80
01/03/2023	Deposit		Amazon	Leasehold Excise Tax from Amazon	5587011 Savings		\$8,959.96	8,959.96	35,839.76
<b>Total for 3172003 Leasehold Excise Tax From Amazon</b>								<b>\$8,959.96</b>	
Direct Deposit Payable									

# West Plains Airport Area PDA

Balance Sheet Detail

As of January 31, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
01/05/2023	Payroll Check	DD	Sueann K. Herkel	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$956.66		-956.66	-956.66
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	Pay Period: 12/16/2022-12/31/2022	-Split-		\$3,077.96	3,077.96	2,121.30
01/05/2023	Payroll Check	DD	Sueann K. Herkel	Pay Period: 12/16/2022-12/31/2022	-Split-		\$956.66	956.66	3,077.96
01/05/2023	Payroll Check	DD	Karen M. Corkins	Pay Period: 12/16/2022-12/31/2022	-Split-		\$2,632.17	2,632.17	5,710.13
01/05/2023	Payroll Check	DD	Karen M. Corkins	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$2,632.17		-2,632.17	3,077.96
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$3,077.96		-3,077.96	0.00
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	Pay Period: 01/01/2023-01/15/2023	-Split-		\$2,889.93	2,889.93	2,889.93
01/20/2023	Payroll Check	DD	Karen M. Corkins	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$2,535.03		-2,535.03	354.90
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$2,889.93		-2,889.93	-2,535.03
01/20/2023	Payroll Check	DD	Sueann K. Herkel	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$1,077.43		-1,077.43	-3,612.46
01/20/2023	Payroll Check	DD	Sueann K. Herkel	Pay Period: 01/01/2023-01/15/2023	-Split-		\$1,077.43	1,077.43	-2,535.03
01/20/2023	Payroll Check	DD	Karen M. Corkins	Pay Period: 01/01/2023-01/15/2023	-Split-		\$2,535.03	2,535.03	0.00
<b>Total for Direct Deposit Payable</b>								<b>\$0.00</b>	



# West Plains Airport Area PDA

Balance Sheet Detail

As of January 31, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
<b>Employee Payroll Taxes Payable</b>									
Beginning Balance									27.96
01/05/2023	Payroll Check	DD	Sueann K. Herkel	PFML Employee	Direct Deposit Payable		\$2.66	2.66	30.62
01/05/2023	Payroll Check	DD	Karen M. Corkins	PFML Employee	Direct Deposit Payable		\$4.77	4.77	35.39
01/20/2023	Payroll Check	DD	Karen M. Corkins	PFML Employee	Direct Deposit Payable		\$4.55	4.55	39.94
01/20/2023	Payroll Check	DD	Sueann K. Herkel	PFML Employee	Direct Deposit Payable		\$2.83	2.83	42.77
<b>Total for Employee Payroll Taxes Payable</b>									<b>\$14.81</b>
<b>Employer Payroll Taxes Payable</b>									
Beginning Balance									329.17
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	Federal Taxes (941/943/944)	Direct Deposit Payable		\$835.65	835.65	1,164.82
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	WA SUI Employer	Direct Deposit Payable		\$8.36	8.36	1,173.18
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	WA Workers Compensation	Direct Deposit Payable	\$0.00		0.00	1,173.18
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	Federal Unemployment (940)	Direct Deposit Payable		\$21.81	21.81	1,194.99
01/05/2023	Payroll Check	DD	Gerald L. Gemmill	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$9.20	9.20	1,204.19
01/05/2023	Payroll Check	DD	Sueann K. Herkel	Federal Taxes (941/943/944)	Direct Deposit Payable		\$473.12	473.12	1,677.31
01/05/2023	Payroll Check	DD	Sueann K. Herkel	WA SUI Employer	Direct Deposit Payable		\$5.17	5.17	1,682.48
01/05/2023	Payroll Check	DD	Sueann K. Herkel	WA Workers Compensation	Direct Deposit Payable		\$37.44	37.44	1,719.92
01/05/2023	Payroll Check	DD	Sueann K. Herkel	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$5.69	5.69	1,725.61
01/05/2023	Payroll Check	DD	Sueann K. Herkel	Federal Unemployment (940)	Direct Deposit Payable		\$8.70	8.70	1,734.31
01/05/2023	Payroll Check	DD	Karen M. Corkins	Federal Taxes (941/943/944)	Direct Deposit Payable		\$909.92	909.92	2,644.23
01/05/2023	Payroll Check	DD	Karen M. Corkins	WA SUI Employer	Direct Deposit Payable		\$8.43	8.43	2,652.66
01/05/2023	Payroll Check	DD	Karen M. Corkins	WA Workers Compensation	Direct Deposit Payable		\$37.44	37.44	2,690.10
01/05/2023	Payroll Check	DD	Karen M. Corkins	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$9.28	9.28	2,699.38
01/05/2023	Payroll Check	DD	Karen M. Corkins	Federal Unemployment (940)	Direct Deposit Payable		\$20.98	20.98	2,720.36
01/11/2023	Tax Payment		IRS	Federal Taxes (941/943/944)	1111000 BUSINESS CHECKING (6532)	\$2,218.69		-2,218.69	501.67
01/13/2023	Tax Payment		WA Employment Security Department	WA Paid Family and Medical Leave Tax	1111000 BUSINESS CHECKING (6532)	\$160.62		-160.62	341.05
01/19/2023	Tax Payment		WA Employment Security Department	WA SUI Employer	1111000 BUSINESS CHECKING (6532)		\$0.03	0.03	341.08
01/19/2023	Tax Payment		WA Employment Security Department	WA SUI Employer	1111000 BUSINESS CHECKING (6532)	\$107.21		-107.21	233.87
01/20/2023	Payroll Check	DD	Karen M. Corkins	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$8.86	8.86	242.73
01/20/2023	Payroll Check	DD	Karen M. Corkins	Federal Unemployment (940)	Direct Deposit Payable		\$19.96	19.96	262.69
01/20/2023	Payroll Check	DD	Karen M. Corkins	WA Workers Compensation	Direct Deposit Payable	\$0.00		0.00	262.69
01/20/2023	Payroll Check	DD	Karen M. Corkins	WA SUI Employer	Direct Deposit Payable		\$8.05	8.05	270.74
01/20/2023	Payroll Check	DD	Karen M. Corkins	Federal Taxes (941/943/944)	Direct Deposit Payable		\$848.36	848.36	1,119.10
01/20/2023	Payroll Check	DD	Sueann K. Herkel	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$6.02	6.02	1,125.12
01/20/2023	Payroll Check	DD	Sueann K. Herkel	Federal Unemployment (940)	Direct Deposit Payable		\$9.47	9.47	1,134.59
01/20/2023	Payroll Check	DD	Sueann K. Herkel	WA Workers Compensation	Direct Deposit Payable	\$0.00		0.00	1,134.59
01/20/2023	Payroll Check	DD	Sueann K. Herkel	WA SUI Employer	Direct Deposit Payable		\$5.47	5.47	1,140.06
01/20/2023	Payroll Check	DD	Sueann K. Herkel	Federal Taxes (941/943/944)	Direct Deposit Payable		\$505.67	505.67	1,645.73
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$8.61	8.61	1,654.34
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	Federal Unemployment (940)	Direct Deposit Payable		\$20.19	20.19	1,674.53
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	WA Workers Compensation	Direct Deposit Payable	\$0.00		0.00	1,674.53
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	WA SUI Employer	Direct Deposit Payable		\$7.82	7.82	1,682.35
01/20/2023	Payroll Check	DD	Gerald L. Gemmill	Federal Taxes (941/943/944)	Direct Deposit Payable		\$771.79	771.79	2,454.14
01/23/2023	Payroll Refund		IRS	Federal Unemployment (940)	Payroll Refunds		\$336.00	336.00	2,790.14
01/23/2023	Payroll Adjustment			Federal Unemployment (940)	-Split-	\$378.00		-378.00	2,412.14
01/25/2023	Tax Payment		IRS	Federal Taxes (941/943/944)	1111000 BUSINESS CHECKING (6532)	\$2,125.82		-2,125.82	286.32
01/31/2023	Tax Payment		WA Labor & Industries	WA Workers Compensation	1111000 BUSINESS CHECKING (6532)	\$224.64		-224.64	61.68
<b>Total for Employer Payroll Taxes Payable</b>									<b>\$ -287.49</b>
<b>Payroll Liabilities</b>									
5587004 401(a) Beginning Balance									3,900.00
01/05/2023	Payroll Check	DD	Sueann K. Herkel	DCP	Direct Deposit Payable		\$800.00	800.00	4,700.00
01/05/2023	Payroll Check	DD	Karen M. Corkins	DCP	Direct Deposit Payable		\$50.00	50.00	4,750.00
01/11/2023	Expense		Washington DRS	DCP for 2nd pay period of 2022	1111000 BUSINESS CHECKING (6532)	\$850.00		-850.00	3,900.00
01/20/2023	Payroll Check	DD	Karen M. Corkins	DCP	Direct Deposit Payable		\$50.00	50.00	3,950.00
01/20/2023	Payroll Check	DD	Sueann K. Herkel	DCP	Direct Deposit Payable		\$800.00	800.00	4,750.00
01/23/2023	Expense		Washington DRS	Deferred Compensation - 1st pay period of Jan 2023	1111000 BUSINESS CHECKING (6532)	\$850.00		-850.00	3,900.00
<b>Total for 5587004 401(a)</b>									<b>\$0.00</b>
<b>Medical</b>									
Beginning Balance									18,544.08
01/05/2023	Payroll Check	DD	Karen M. Corkins	Medical - Company Contribution	Direct Deposit Payable		\$690.11	690.11	19,234.19
01/05/2023	Payroll Check	DD	Karen M. Corkins	Medical	Direct Deposit Payable		\$119.24	119.24	19,353.43
01/20/2023	Payroll Check	DD	Karen M. Corkins	Medical - Company Contribution	Direct Deposit Payable		\$690.11	690.11	20,043.54
01/20/2023	Payroll Check	DD	Karen M. Corkins	Medical	Direct Deposit Payable		\$123.91	123.91	20,167.45
<b>Total for Medical</b>									<b>\$1,823.37</b>
<b>Total for Payroll Liabilities</b>									<b>\$1,823.37</b>
<b>PERS Payable</b>									
Beginning Balance									24,244.19
01/05/2023	Payroll Check	DD	Karen M. Corkins	PERS	Direct Deposit Payable		\$233.20	233.20	24,477.39
01/05/2023	Payroll Check	DD	Sueann K. Herkel	PERS - Company Contribution	Direct Deposit Payable		\$233.73	233.73	24,711.12
01/05/2023	Payroll Check	DD	Karen M. Corkins	PERS - Company Contribution	Direct Deposit Payable		\$380.97	380.97	25,092.09
01/05/2023	Payroll Check	DD	Sueann K. Herkel	PERS	Direct Deposit Payable		\$143.07	143.07	25,235.16
01/20/2023	Payroll Check	DD	Sueann K. Herkel	PERS	Direct Deposit Payable		\$143.07	143.07	25,378.23
01/20/2023	Payroll Check	DD	Karen M. Corkins	PERS - Company Contribution	Direct Deposit Payable		\$363.65	363.65	25,741.88
01/20/2023	Payroll Check	DD	Karen M. Corkins	PERS	Direct Deposit Payable		\$222.60	222.60	25,964.48
01/20/2023	Payroll Check	DD	Sueann K. Herkel	PERS - Company Contribution	Direct Deposit Payable		\$233.73	233.73	26,198.21
<b>Total for PERS Payable</b>									<b>\$1,954.02</b>

# West Plains Airport Area PDA

Balance Sheet Detail  
As of January 31, 2023

DATE	TRANSACTION TYPE	NUM NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
5812500 Amazon								
5812501 Wheatland Loan								
Beginning								4,762,971.90
Balance								
01/01/2023	Expense	Wheatland Bank	Principal payment on Wheatland loan - Air Cargo Warehouse construction - January 2023	5587011 Savings	\$37,179.23		-37,179.23	4,725,792.67
Total for 5812501 Wheatland Loan							\$-	
Total for 5812500 Amazon							\$-	
							37,179.23	
							37,179.23	

# West Plains Airport Area PDA

Balance Sheet Detail  
As of January 31, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
	Allegro Escrow Loan								
	Beginning Balance								1,456,000.00
	<b>Total for Allegro Escrow Loan</b>								
	OPEB								
	Beginning Balance								20,337.00
	<b>Total for OPEB</b>								
	Pension Payable								
	Beginning Balance								49,712.00
	<b>Total for Pension Payable</b>								
	<b>Total Liabilities</b>							\$ -24,467.86	\$6,345,042.90
	Equity								
	Opening Balance Equity								
	Beginning Balance								8,557,130.40
	<b>Total for Opening Balance Equity</b>								
	<b>Retained Earnings</b>							\$3,386,941.80	\$3,386,941.80
	<b>Net Income</b>							\$146,888.79	\$146,888.79
	<b>Total Equity</b>							\$3,532,731.59	\$12,089,961.99
	<b>Total Liabilities and Equity</b>							\$3,508,273.99	\$18,434,964.89

**Action Item No: 02092023-02**

**Board Meeting Date: February 9, 2023**

**Subject: Amendment to Bylaws**

**Background:**

The West Plains Public Development Authority (dba S3R3 Solutions) charter states "...The Authority shall have four (4) officers. The same personnel shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board... No officer shall hold the same office position for more than two (2) terms in the same capacity." Consideration needs to be given to allow the word "consecutive" to be inserted in the current Bylaws. Consequently, the Bylaws, specifically Article 4.2 should read "No officer shall hold the same office position for more than two (2) consecutive terms in the same capacity."

Additionally, in the original Bylaws, Articles in Section 3 were misnumbered. Articles 3.9, 3.91, 3.10 and 3.11 have been renumbered correctly.

**Recommendation:**

Recommendation is for the S3R3 Solutions Board authorize the recommended amendment and renumeration.

**Submitted By:**

Gerry Gemmill, Interim Executive Director

**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:** (Approved) (Rejected) (Deferred to: \_\_\_\_\_)

**Approved as modified:** \_\_\_\_\_

**BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC  
DEVELOPMENT AUTHORITY**

**ARTICLE 1. DEFINITIONS**

**1.1 Authority**

"Authority" means the West Plains/Airport Area Public Development Authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

**1.2 Electronic Transmission**

"Electronic transmission" means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

**1.3 Written Notice**

Any "written notice" may be given by electronic transmission.

**ARTICLE 2. OFFICES**

The registered office of the Authority in the state of Washington is 9000 W. Airport Dr., Spokane, WA 99224. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

**ARTICLE 3. BOARD OF DIRECTORS**

**3.1 Power**

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

**3.2 Number and Qualification**

There shall be seven voting directors of the Authority's Board.

The Board shall be composed of five permanent Board members and two at-large Board members as follows:

- a. Permanent Board Members:

- i. One City Airport Board designated representative selected by the City,
- ii. One County Airport Board designated representative selected by the County,
- iii. One County Executive,
- iv. One Airport CEO,
- v. The City of Spokane City Administrator, and

b. At-large Business Representative:

- i. Two at-large business representatives who will be selected by the 5 permanent Board Members as described in the above sub-paragraphs 3.1).

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City, County or Airport. The at-large business representatives will serve 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

### **3.4 Duties of a Director**

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

### **3.5 Regular & Special Meetings**

The Board shall meet as necessary, but not less than two meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

#### **3.5.1 Open Public Meetings**

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act

(OPMA), Chapter 42.30 RCW. notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.

### **3.5.2 Parliamentary Authority**

The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

### **3.5.3 Minutes**

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

### **3.5.4 Applicability of General Laws**

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

## **3.6 Quorum**

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

## **3.7 Manner of Acting**

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal

vote and have the right to vote in all Board decisions.

### **3.8 Participation by Telecommunication**

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

### **3.9 Board Committees**

Deleted: 10

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

#### **3.9.1 Advisory Committees**

Deleted: 10

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

### **3.10 Dissolution**

Deleted: 3

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANECOUNTY REGRDING FORMATION OF A PBULC DEVELOPMENT AUTHOIRTY FOR THE WEST PLAINS/AIRPORT AREA, the Charter OF THE West Plains/Airport Area Public Development Authority and these Bylaws.



### **3.11 Compensation**

Deleted: 4

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

## **ARTICLE 4. OFFICERS**

### **4.1 Number and Qualifications**

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

### **4.2 Appointment and Term of Office**

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) consecutive terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

### **4.5 Chair**

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

### **4.5 Vice-Chair**

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

### **4.6 Treasurer**

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer shall perform such other duties as are incident

to the office or are directed by the Chair or by the Authority.

#### **4.7 Secretary**

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

#### **4.8 Temporary Transfer of Powers and Duties**

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

### **ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS**

#### **5.1 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

#### **5.2 Loans**

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

#### **5.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

#### **5.4 Deposits**

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

#### **5.5 Loans to Directors and Officers**

No loans shall be made by the Authority to any officer or to any director.

## **ARTICLE 6. MISCELLANEOUS PROVISIONS**

### **6.1 Books and Records**

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Director, and such other records as may be necessary or advisable.

### **6.2 Fiscal Year**

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

### **6.3 Amendments to these Bylaws**

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

### **6.5 Form of Seal**

The seal of the Authority shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

### **6.6 Voting Requirement**

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.7.

These Bylaws approved by City of Spokane Ordinance No. C35522, adopted by the Spokane City Council on July 17, 2017 and approved by the Spokane County Resolution No. 17-0625, adopted by the Board of County Commissioners on July 11, 2017.

Attest:

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Spokane City Clerk

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David A. Condon

Mayor  
City of Spokane

**Action Item No: 02092023-03**

**Board Meeting Date: February 9, 2023**

**Subject: Election of Board Officers**

**Background:**

The West Plains Public Development Authority (dba S3R3 Solutions) charter states "...The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board... No officer shall hold the same office position for more than two (2) terms in the same capacity."

The following officer positions are to be elected at an annual meeting of the PDA Board:

- Chair
- Vice Chair
- Treasurer
- Secretary

The current officers have all served one year in their current position.

**Recommendation:**

Recommendation is for the West Plains/Airport Area PDA board to select:

\_\_\_\_\_ as Chair,

\_\_\_\_\_ as Vice Chair,

\_\_\_\_\_ as Treasurer and

\_\_\_\_\_ as Secretary of the PDA Administrative Board.

**Submitted By:**

Gerry Gemmill, Interim Executive Director

**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:** (Approved) (Rejected) (Deferred to: \_\_\_\_\_)

**Approved as modified:** \_\_\_\_\_

**Action Item No: 02092023-04**

**Board Meeting Date: February 9, 2023**

**Subject: Partnership Agreement**

**Background:**

This agreement finalizes the partnership we have with Habitat Banc NW, LLC. Regarding the wetland mitigation bank.

**Recommendation:**

Recommendation is for the Board to authorize the Interim Executive Director to sign the agreement.

**Submitted By:**

Gerry Gemmill, Interim Executive Director

**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:** (Approved) (Rejected) (Deferred to: \_\_\_\_\_)

**Approved as modified:** \_\_\_\_\_

## AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY D/B/A S3R3 SOLUTIONS, a public development authority jointly organized by the City of Spokane and Spokane County (as "S3R3"), and HABITAT BANC NW LLC, a Washington limited liability company (as HBNW) (sometimes individually referred to as a "Party" and collectively referred to as "the Parties").

### RECITALS

WHEREAS, S3R3 is the sole owner of that certain real property located in Spokane County, Washington commonly known as "Harris Farm", which is more specifically described in Section 1 below (the "Property"); and

WHEREAS, on or about July 31, 2019 S3R3 issued a request for qualifications (an "RFQ") for a consultant to establish, develop, operate and maintain a Certified Wetland Mitigation Bank on the Property. The selection process closed on August 30, 2019, and on \_\_\_\_\_, 2019 the consultant team, which included HBNW, was awarded the contract to perform said activities; and

WHEREAS, HBNW is in the business of developing land into mitigation banks and has developed, among other things, significant technical expertise, connections with regulatory agencies, and relationships with potential customers to further this enterprise; and

WHEREAS, HBNW and S3R3 believe that the Property may be suitable for a wetland mitigation bank within the meaning of RCW 90.84.010(5) (the "Bank"). The Parties intend that the primary purpose of the Bank will be to develop and sell mitigation credits within the meaning of RCW 90.84.010(3) (the "Credits"); and

WHEREAS, HBNW will act as the Bank Sponsor within the meaning of RCW 90.84.010(2) ("Bank Sponsor") and HBNW and S3R3 want to establish the terms and conditions for the Parties' continuing relationship in developing and operating the Bank.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HBNW and S3R3 agree as follows:

1. Property. S3R3 hereby grants to HBNW the exclusive right to develop a Bank on, and use for such purpose, the following described lands situated near Cheney in Spokane County, Washington ("Property"):

[INSERT LEGAL DESCRIPTION]

2. Grant of Right to Develop Wetland Bank.

- 2.1 S3R3 shall make the Property available to HBNW for the development and operation of a Bank and shall not, without HBNW's written approval (which shall be in its reasonable discretion), engage in any use or activity (or permit a third party, including, but not limited to, the general public, to engage in any use or activity) on or with respect to the Property that will, or might, preclude or impair HBNW's ability to develop or operate a Bank and/or the Parties' ability to develop and sell Credits, as further provided in scope of work described **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- 2.2 S3R3 also hereby grants to HBNW, and HBNW's managers, employees, agents, and contractors, the right to enter the Property during the term of this Agreement and as further provided herein. HBNW and HBNW's managers, employees, agents, and contractors may enter the Property at reasonable times, and at its own risk and expense (except as otherwise provided herein), to develop and operate the Bank, including, but not limited to, making or causing to be made an inventory and visual inspection of the physical condition of the Property.
- 2.3 As a condition of this right of entry, HBNW shall provide evidence to S3R3 that HBNW has in place general commercial liability insurance covering its activities on the Property, as further provided in Section 8 below. As a further condition of this right of entry, HBNW agrees to obtain full and irrevocable lien releases from all contractors for work done or to be done on the Property by HBNW or its agents, and to deliver them to S3R3 promptly after completion of any work, and, from time to time, at S3R3's request, to obtain further reasonable releases relating to work performed or to be performed on the Property and deliver them to S3R3. If any lien is placed on the Property as a result of or in connection with HBNW's exercise of this right of entry, and if HBNW does not cause the lien to be removed within ten (10) days of HBNW's receipt of written notice from S3R3, then S3R3 shall have the right to effect the removal of the lien, and HBNW shall, upon demand, reimburse S3R3 for all associated costs of removal, including, but not limited to, attorneys fees and court costs
- 2.4 At such time as it is requested by HBNW, S3R3 shall grant a conservation easement or other agency approved legal mechanism that ensures permanent protection of the property, on terms mutually and reasonably acceptable to the Parties, over the Property (or a series of conservation easements as the case may be), which S3R3 acknowledges will, among other things, convey to a governmental agency or nonprofit conservation organization ("Holder") a perpetual real property interest in the Property. S3R3 acknowledges that said conservation easement(s): (a) is(are) an integral component of the Bank; (b) will preclude S3R3 from engaging in, or permitting others to engage in, certain uses and activities on the Property that are contrary to the development and operation of the Bank and/or to the protection of the conservation values of the Property; and (c) will grant to the Holder a right to enforce such prohibitions and to recover Holder's enforcement-related costs, inclusive of attorneys' fees, from S3R3 ("Conservation Easement"). At such time as it is requested by HBNW, S3R3



shall also execute, or give written permission to HBNW to execute, a wetland banking instrument within the meaning of RCW 90.84.010(1), (the "Mitigation Banking Instrument"), upon terms mutually and reasonably acceptable to the Parties, which S3R3 acknowledges is: (a) the formal agreement among HBNW, S3R3, and the regulatory agencies responsible for approving the Bank and issuing the Credits; and (b) required for the development and operation of the Bank. HBNW acknowledges that any transfer of any property interest in the Property is subject to the discretion and approval of S3R3's Board as required by law.

3. Term of Agreement. The term of this Agreement shall be fifteen (15) years from the date of execution hereof by the Parties, provided, however, that upon execution of the Mitigation Banking Instrument, the term of this Agreement shall be extended so as to expire twelve (12) years from the date of the full execution of the Mitigation Banking Instrument. In addition, the term of this Agreement shall be extended in one (1) year increments after the end of the foregoing 12-year period so long as there are unsold Credits. In addition, in the event that HBNW is unable to obtain regulatory agency certification of the Bank within 60 months after the execution of this Agreement or is notified by the regulatory agencies that no certification is forthcoming, this Agreement shall automatically terminate without further action by either S3R3 or HBNW. HBNW's inability to obtain said certification shall not be a Default of this Agreement. On termination of this Agreement, the right, title and interest of HBNW under this Agreement, shall lapse. This Agreement may be extended by agreement of both Parties.
4. S3R3 Responsibilities. As owners of the Property, S3R3 will continue to exercise unfettered discretion with respect to negotiations with neighboring property owners, granting of grazing, haying and hunting rights, rental of portions of the Property not included in the mitigation bank, security and prevention of trespass by the public on the Property and coordination with neighbors for the maintenance of appropriate wildlife compatible fencing to keep livestock in or out of the Property.
5. Acceptance of Property; Permitting, Construction and Operation of Bank. HBNW accepts the Property in its present condition and will complete at its own costs and expense, except as otherwise provided herein, improvements deemed necessary by HBNW and the regulatory agencies to make the Property usable for the Bank, as further provided in **Exhibit A**. The operation of the Bank and the ownership and sale of Credits shall be as provided in **Exhibit A**, except as otherwise described herein.
6. Events of Default. Each of the following events shall constitute an event of default and breach (each a "Default") of this Agreement:
  - 6.1 If either Party, or any successor or assignee of either Party, during the term of this Agreement, shall file a petition in bankruptcy or insolvency or for reorganization under any Bankruptcy Act, or shall voluntarily take advantage of any such Act by answer or otherwise, or shall make an assignment for the benefit of creditors.
  - 6.2 If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against either Party, or if a receiver or trustee shall be appointed for all or substantially all of the property of either Party, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within one hundred twenty (120) days after the institution or appointment.

6.3 If HBNW shall fail to pay to S3R3 any payments due to S3R3 as provided herein.

6.4 If HBNW shall fail to provide the insurance required herein.

6.5 If HBNW shall fail to develop and operate the Bank.

6.6 If either Party shall fail to perform or comply with any other term or condition of this Agreement, and if the non-performance shall continue for a period of thirty (30) days after notice of non-performance given by the other Party to the non-performing Party or, if the performance cannot be reasonably accomplished within the thirty-day period, the non-performing Party shall not in good faith have commenced performance within the thirty-day period and shall not diligently proceed to completion of performance within a reasonable time thereafter.

7. Remedies Upon Default. In the event of any Default by either Party under this Agreement, the non-defaulting Party shall have the following rights and remedies:

7.1 In the event of any default by either Party or any person claiming under, by, or through a defaulting Party, or any threatened or attempted default by such person, the non-defaulting Party shall be entitled to an injunction against such person enjoining such default. Nothing herein contained precludes the non-defaulting Party from pursuing any other remedies available hereunder or at law or equity to the non-defaulting Party for such breach, including the recovery of damages.

7.2 The non-defaulting Party shall have the right to terminate this Agreement, as well as all right, title and interest of the defaulting Party under this Agreement, by giving to the defaulting Party not less than thirty (30) days notice of the termination effective on a date specified in the notice. No act of the non-defaulting Party or its agents shall be deemed a termination of this Agreement and no agreement of the non-defaulting Party to terminate this Agreement shall be valid, effective, or enforceable unless in writing and signed by the non-defaulting Party. On the termination date specified in the notice, this Agreement, and the right, title and interest of HBNW under this Agreement, shall terminate in the same manner and with the same force and effect, except as to the either defaulting Party's liability, as if such termination date was the end of the term originally set forth in this Agreement.

7.3 Either non-defaulting Party may elect, but shall not be obligated, to make any payment required of a defaulting Party in this Agreement or to comply with any term or condition required by this Agreement to be performed by the defaulting Party. The non-defaulting Party shall have the right to enter the Property for the purpose of curing any such Default and to remain until the Default has been cured. In either case, the non-defaulting Party may charge to the defaulting Party the amount of such payment or the cost of such compliance or cure, together with interest thereon at the rate of interest that is the lesser of (i) the maximum interest rate permitted under applicable usury laws; or (ii) twelve percent (12%) per annum, from the date of such payment. Any such cure by the non-defaulting Party shall not be deemed to waive or release the Default of the defaulting Party or the right of the non-defaulting Party to take any action as may be otherwise permissible under this Agreement in the case of any Default.

- 7.4 S3R3 may re-enter the Property immediately and remove the property of HBNW, and store the property in a public warehouse or at a place elected by S3R3, at the expense of HBNW. After re-entry, S3R3 may terminate this Agreement on giving thirty (30) days notice of termination to HBNW. Without the notice, re-entry will not terminate this Agreement. On termination, S3R3 may recover from HBNW all damages approximately resulting from the breach, including the cost of recovering the Property.
- 7.5 After re-entry, S3R3 may enter into a new agreement for the development and/or operation of the Bank, on any terms acceptable to S3R3.
- 7.6 If S3R3 breaches this Agreement and said breach results in the termination of this Agreement, S3R3 shall reimburse HBNW for all of HBNW's costs incurred as of the date of such termination and associated with the development of the Property as a Bank, including but not limited to: engineering, design, planning and permitting, as well as any on-site construction or improvements. Nothing herein contained precludes HBNW from pursuing any other remedies available hereunder or at law or equity to HBNW for such breach, including the recovery of damages.
8. **HBNW Maintenance Obligations.** In addition to any other maintenance obligations described on the attached **Exhibit A or Exhibit B**, at all times during the term of this Agreement HBNW shall maintain all equipment, vehicles, and other materials used in its development of the Bank such that they do not endanger the health, safety, or welfare of S3R3's employees, agents, invitees, lessees, or others present at the Property. HBNW shall promptly repair, at its expense, any damage to the Property caused in its development of the Bank unless such damage is caused by S3R3 or its employees, contractors, or agents. Upon expiration or termination of the Agreement, HBNW shall remove all equipment and vehicles from the Property other than equipment such as irrigation or water control structures that is required to be left in place under the Mitigation Banking Instrument. HBNW will adhere to all local, state and federal laws applicable to the development of the site as a Bank.
9. **Insurance.**
- 9.1 During the term of this Agreement, HBNW shall obtain and maintain in force the following insurance:
- 9.1.1 Comprehensive General Liability insurance (including contractual, completed operations, and explosion) in an amount not less than \$5,000,000;
- 9.1.2 Commercial Automobile Liability insurance covering HBNW's owned, leased, or hired vehicles in an amount of not less than \$5,000,000; and
- 9.1.3 Statutory Workers Compensation insurance covering all HBNW's employees as required by law. Such coverage also shall provide Coverage B, Employer's Liability limits of at least \$1,000,000/\$1,000,000/\$1,000,000; and
- 9.1.4 Professional liability insurance in an amount not less than \$2,000,000.

9.2 Prior to development of the Bank under this Agreement, HBNW shall furnish to S3R3 certificate(s) of insurance from an insurer(s) reasonably satisfactory to S3R3 evidencing compliance with the foregoing provisions, and that contain(s) the following provisions:

9.2.1 With respect to the coverage under Sections 10.1.1, 10.1.2, and 10.1.4 above, S3R3 shall be named as an additional insured as respects to operations arising out of this Agreement;

9.2.2 Such insurance shall be primary to any owned by S3R3; and

9.2.3 Such insurance shall not be canceled or materially altered without first giving thirty (30) days' written notice thereof to S3R3.

10. Indemnification. HBNW shall defend, indemnify, and hold harmless S3R3 from and against any claims, demands, actions, suits, judgments, losses, damages, penalties, fines, costs, or expenses, including reasonable attorneys' fees (the "Claims"), arising from or relating to (i) HBNW's use and occupancy of the Property or the use and occupancy of the Property by any person using the Property under the control and authority of HBNW, (ii) HBNW's failure to comply with any applicable federal, state, or local law, regulation, ordinances, permits, directives, and judicial or administrative orders (the "Law"); and (iii) HBNW's failure to comply with the terms and conditions of this Agreement, provided, however, that HBNW shall have no obligation to indemnify, defend, or hold S3R3 harmless for any Claims arising from or relating to (i) S3R3's use and occupancy of the Property or the use and occupancy of the Property by the general public or any person under the control and authority of S3R3, or (ii) caused by or arising from or relating to S3R3's negligence, willful misconduct, or failure to comply with any Law. S3R3 shall defend, indemnify, and hold harmless HBNW from and against any Claims arising from or relating to (i) S3R3's use and occupancy of the Property or the use and occupancy of the Property by any person using the Property under the control and authority of HBNW or by any member of the general public, (ii) S3R3's failure to comply with any Law; and (iii) S3R3's failure to comply with the terms and conditions of this Agreement, provided, however, that S3R3 shall have no obligation to indemnify, defend, or hold HBNW harmless for any Claims arising from or relating to (i) HBNW's use and occupancy of the Property or the use and occupancy of the Property by any person under the control and authority of HBNW, or (ii) caused by or arising from HBNW's negligence, willful misconduct, or failure to comply with any Law.

11. Notice. Any notice required to be given by either party to the other under the provisions of, or with respect to, this Agreement, shall be in writing and delivered in person, or by certified or registered mail to the following address:

S3R3: Executive Director  
S3R3 Solutions  
7106 W Will D Alton Lane, Suite 103  
Spokane, WA 99224

With a copy to: Taud Hume  
Witherspoon Brajcich McPhee, PLLC

601 W. Main Avenue, Suite 1400  
Spokane, WA 99208

HBNW                      Zachary Woodward  
                                 Habitat Banc NW LLC.  
                                 1015 E 2<sup>nd</sup> St. Suite 2-107  
                                 Cle Elum, WA 98922

or to such other address(es) as each party hereto may notify the other.

12. Entire Agreement. The Parties agree that this Agreement sets forth completely the terms of the Parties' agreement and understanding regarding the Property and the Bank, that this Agreement supersedes any and all prior agreements or understandings, both oral and written, and that this Agreement cannot be modified without the express written consent of all Parties hereto.
13. Assignment. This Agreement shall not be assigned without the prior written agreement of the Parties, except that HBNW may freely assign its interests in this Agreement to any entity that is wholly owned and controlled by its members Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective representatives, successors, and assigns.
14. Construction of Agreement. All provisions of this Agreement have been negotiated at arm's length and this Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision thereof.
15. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and in the event of any litigation arising out of or relating to this Agreement, the Parties stipulate and agree that the venue of any such action shall be in Spokane County, Washington.
16. Authority to Sign. Each of the persons signing this Agreement represents and warrants that he or she has been duly authorized to sign this Agreement.
17. Attorneys' Fees. If a suit, action or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.
18. Statement of Intent to Pay Prevailing Wages to be Posted. To the extent required by law, and in S3R3's complete discretion, HBNW 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 Washington State Department of L&I; and (2) the address and telephone number of the industrial statistician of the Department of L&I where a complaint or inquiry concerning prevailing wages may be made.

Additionally, attached hereto at **Exhibit C** is an executed copy of HBNW's Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement.

19. State Prevailing Wages. To the extent required by law, and in S3R3's complete discretion, HBNW and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of L&I, 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 HBNW 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 S3R3. Prior to the payment of funds held under RCW 60.28, HBNW and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
20. Taxes, Fees and Licenses.
  - 20.1 HBNW shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the HBNW's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
  - 20.2 The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.
21. Social Equity Requirements/Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. HBNW agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
22. Debarment and Suspension. To the extent required by law, and in S3R3's complete discretion, HBNW has provided its certification, attached at **Exhibit C** hereto, 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.
23. Independent Contractor. HBNW is an independent contractor. This Agreement does not intend HBNW to act as an S3R3 employee. S3R3 has neither direct nor immediate control over the HBNW nor the right to control the manner or means by which the HBNW works. Neither the HBNW nor any HBNW employee shall be an employee of the

S3R3. This Agreement prohibits the HBNW to act as an agent or legal representative of the S3R3. HBNW is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the S3R3, or to bind the S3R3. The S3R3 is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. HBNW shall pay all income and other taxes as due, and shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the HBNW shall be or deem to be or act or purport to act as an employee, agent, or representative of the S3R3.

24. Inspection of Books and Records. S3R3 may, at reasonable times, inspect the books and records of HBNW relating to the performance of this Agreement. HBNW shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes, or for such longer period of time as the law may require.
25. Standard of Performance. The standard of performance applicable to HBNW's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar contracting services at the time the work under this Agreement are performed.
26. Anti Kick-Back. No officer or employee of the S3R3, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
27. HBNW's Acknowledgement and Warranty. HBNW acknowledges that it was provided the scope of work and is qualified to perform the work required by this Agreement. HBNW guarantees and warranties all work, labor and materials under this Agreement shall be in accord with the provisions of this Agreement and any amendments thereto. If any unsatisfactory condition or defect develops within that time, HBNW will immediately place the work in a condition satisfactory to the S3R3 and repair all damage caused by the condition or defect. HBNW will repair or restore to the S3R3's satisfaction, in accordance with this Agreement and at its expense, all property damaged by his performance under this Agreement.
28. Litigation Hold Notice. In the event the S3R3 learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by HBNW regarding the work performed under this Agreement may be of evidentiary value, the S3R3 may issue written notice to HBNW of such circumstances and direct HBNW to "hold" such records. In the event that HBNW receives such written notice, HBNW shall abide by all directions therein whether or not such written notice is received at a time when this Agreement between HBNW and S3R3 is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.
29. Mandatory Disclaimer. The West Plains Airport Area Public Development Authority (d/b/a "S3R3") is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730-.755 and RCW 35.21.757-.759. RCW 35.21.750 provides as follows: All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporations,

commission, or authority and no creditor or other person shall have the right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

30. Captions. The titles of sections or subsections are for convenience only and do not define or limit the contents.
31. Severability. If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
32. Waiver. No covenant, term or condition or the breach shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the S3R3 of any performance by HBNW after the time the same shall have become due nor payment to HBNW for any portion of the Work shall constitute a waiver by the S3R3 of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the S3R3 in writing.
33. No personal liability. No officer, agent or authorized employee of the S3R3 shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

**Habitat Banc NW, LLC**

**S3R3**

\_\_\_\_\_  
Manager, Habitat Banc NW, LLC

\_\_\_\_\_  
Executive Director, S3R3



## EXHIBIT A

### *(Development and Operation of Bank)*

1. Development & Operation of Bank by HBNW. Upon the Parties' execution of this Agreement, and except as otherwise provided in this Agreement, HBNW shall begin, and diligently continue until completed, all planning, engineering, permitting, constructing, developing, and establishing of the Bank for the purpose of developing and selling Credits as follows: HBNWHBNW
  - 1.1 HBNW agrees to develop, establish, construct, operate, and maintain a Certified Wetland Mitigation Bank meeting the requirements of Chapter 173-700 of the Washington Administrative Code on the Property. Specifically, HBNW will perform the following tasks at HBNW's sole cost and expense:
    - a. HBNW will establish and implement a plan to maintain and manage the Property to keep invasive species under control from the date of this Agreement through site development and beyond. This plan shall include a schedule for mowing frequency and timing (time of year) as well as an approach for targeted invasive weed control for Creeping thistle and Spotted knotweed.
    - b. HBNW will prepare and submit all necessary documentation in order to obtain approval of the Washington State Department Ecology for operation of the Property as a Certified Wetland Mitigation Bank, including, but not limited to, the prospectus referred to in WAC 173-700-201 through WAC 173-700-212; the draft instrument referred to in WAC 173-700-221 through WAC 173-700-225, and the final instrument referred to in WAC 173-700-230 through WAC 173-700-231. HBNW will prepare or obtain all technical and financial studies, plans, designs, and other documentation necessary to support the prospectus, draft instrument, and final Mitigation Banking Instrument. HBNW will copy S3R3 on all correspondence with members of the Interagency Review Team (the "IRT") and will provide all documentation for approval by S3R3 two weeks in advance of submittal to the IRT of the final Mitigation Banking Instrument.
    - c. HBNW will propose, establish, develop, construct, operate, and maintain the Certified Wetland Mitigation Bank upon approval by the Department of Ecology and US Army Corps of Engineers, including obtaining any and all federal, state, and local permits, providing any and all monitoring services and monitoring reports, marketing the Credits associated with the Bank, selling the Credits, maintaining the credit ledger and submitting required reports regarding sales, and any and all other tasks necessary to administer the credit system. The Mitigation Bank shall be operated in accord with the approved final instrument and all requirements of Chapter 173-700 WAC.

Financial Assurance requirements in the MBI are more favorable for

public entities versus private entities. To the extent allowed by law, S3R3 agrees to explore the possibility with HBNW to be the financial assurance provider. If this arrangement is not permitted by the IRT, or is otherwise not acceptable to S3R3, in its sole and complete discretion, HBNW will provide the financial assurance.

- d. HBNW will provide and fund an endowment for an agreed-upon third party to hold a conservation easement and inspect the site on an annual basis in perpetuity to confirm that the terms of the conservation easement referred to herein are being met. In addition, HBNW will provide and fund a long-term stewardship endowment which will be turned over to S3R3 or to an agreed-upon third party at the end of the operational life of the Certified Wetland Mitigation Bank, i.e., after all credits have been sold and the initial ten-year monitoring period is concluded, in order to fund site maintenance in perpetuity.
2. Costs & Expenses. Except as otherwise provided in this Agreement, HBNW shall be solely responsible for the costs and expenses of its performance in furtherance of this Agreement. These costs include, but are not limited to, the cost of preparing the conservation easement(s) for the Property, arranging for the Holder's acceptance of the conservation easement(s), permitting and legal expenses, site construction, project monitoring, sales and marketing costs associated with the Credits, project management costs during the term of this Agreement, and providing a financial assurance mechanism as required by the Mitigation Banking Instrument. The Parties understand and agree that unless otherwise specifically agreed to by S3R3 in its sole and complete discretion, S3R3 shall not be financially responsible for any of the finance, construction or operational costs of the Bank, and that its only contribution to this Agreement is the Property.
3. Ownership. The Parties acknowledge and agree that S3R3 shall remain the fee owner of the Property during the term of this Agreement and thereafter, except as provided herein. Notwithstanding any other provision of this Agreement, the Parties agree that HBNW shall own all Credits until such items are sold to an end user. All permits, studies, instruments, plans, designs, and other documentation prepared for the Property shall be jointly owned by S3R3 and HBNW for the duration of this Agreement and thereafter owned exclusively by S3R3. Both Parties shall have the right to use and re-use such documents as each Party deems appropriate, provided, that use on any property other than the Property shall be at the sole risk of the Party using the same.
4. Compensation and Allocation of Gross Proceeds. HBNW will not be compensated directly by S3R3 for the services performed by HBNW under this Agreement. Instead, HBNW's sole compensation will come from the sale of Credits from the Bank upon release of those Credits by the Washington State Interagency Bank Review Team (IRT) and subsequent sale thereof. Beginning on the date of execution of this contract and continuing until the last point in time at which revenue is received from the sale of Credits, after each Credit sale, the gross proceeds from the sale shall be divided as follows:
  - 4.1 from the gross proceeds there shall be subtracted such amount as is required to

establish a Long-Term Management and Maintenance Endowment Fund pursuant to the Mitigation Banking Instrument, which subtracted amount HBNW shall apply to said purpose; and

4.2 the amount of proceeds remaining after subtraction of the amounts set forth in Section 4.1 shall be divided as follows:

- a. Thirty-five percent (35%) thereof to S3R3; and
- b. Sixty-five percent (65%) thereof to HBNW.

5. Sales of Credits From the Bank. S3R3 or applicants owning land physically located within the boundaries of the public development authority area (as defined in Exhibit A of the Interlocal Agreement Between the City of Spokane and Spokane County Regarding Formation of a Public Development Authority for the West Plains/Airport Area, as now existing or hereafter amended) have priority for purchasing Credits that are available on the Bank credit ledger. In this regard, the Parties agree that S3R3 shall have a right of first refusal on the purchase and sale of all Credits, and must be first given the opportunity to purchase available Credits or waive the right to do so for a period of thirty (30) days after they are released to the credit ledger by the Interagency Bank Review Team, or at any time S3R3 gives notice to HBNW that credits need to be held while a credit reservation agreement is generated. Additionally, available Credits can be reserved by S3R3 or applicants owning land physically located within the boundaries of the public development authority area, for up to 1 year with a non-refundable payment not to exceed 50% of the value of the Credit, by entering into a credit reservation agreement with the HBNW. S3R3 may purchase for its own mitigation needs any amount of Credit at a 35% discount and forego their 35% split of the gross proceeds or alternatively can pay the full price and receive the 35% of gross proceeds. S3R3 shall not sell, trade, or otherwise convey any Credits purchased under this Section 5 to any other party outside the Public Development Authority for the West Plains/Airport Area without the permission of HBNW. HBNW will be responsible for setting the price for Credits, which price shall not be set less than one hundred fifty thousand dollars (\$150,000.00) without the express written approval of S3R3.
6. Bank Expansion. Any expansion of the Bank boundaries to include additional neighboring properties, either through direct acquisition or the purchasing of protective easements to create additional Credits, will require the financial participation of the Parties consistent with their pro rata interests from the sale of the Credits outlined in Section 4.2 above (65/35), which formula shall also apply to the sharing of proceeds from the sale of Credits as described in Section 4 above.
7. Execution of Banking Instrument. S3R3 shall reasonably cooperate with HBNW in the preparation and execution of all banking instruments needed to sell Credits.

**EXHIBIT B**

*(HBNW Scope of Work)*

## EXHIBIT C-1

*(Certification of Compliance)*

### **Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries (L&I) Training Requirement**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by L&I or through a civil judgment entered by a court of limited or general jurisdiction. And, as of July 1, 2019, bidder has fulfilled L&I’s Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

I have the authority to sign this Certification on behalf of the undersigned, and I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

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

Its: \_\_\_\_\_

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

## EXHIBIT C-2

### *(Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion)*

#### **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 Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this Agreement that it will include the following 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
  - a. 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.
  - b. 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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered

transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this attachment, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the S3R3 for assistance in obtaining a copy of these regulations.

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

**SUBRECIPIENT/CONTRACTOR/CONSULTANT**

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

Its: \_\_\_\_\_

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

**Action Item No: 02092023-05**

**Board Meeting Date: February 9, 2023**

**Subject: Master Service Agreement with Parametrix, Inc.**

**Background:**

This Master Service Agreement with Parametrix, Inc. for the execution of stormwater implementation.

**Recommendation:**

Recommendation is for the Board to authorize the current Executive Director to sign the Master Services Agreement.

**Submitted By:**

Gerry Gemmill, Interim Executive Director

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**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:** (Approved) (Rejected) (Deferred to: \_\_\_\_\_)

**Approved as modified:** \_\_\_\_\_



7106 W Will D Alton Lane, Suite 103A, Spokane, WA 99224

**WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY  
(d/b/a S3R3 Solutions)**

**MASTER SERVICES AGREEMENT**

***(2022 West Plains Stormwater Implementation Support Services)***

This Master Services Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between the West Plains Airport Area Public Development Authority, a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755 (as "S3R3") and Parametrix, Inc., a for profit corporation registered in the State of Washington (as "Consultant"), who are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

WHEREAS, S3R3 desires to engage Consultant to perform consulting services consistent with its professional expertise and as hereinafter described; and

WHEREAS, on or about May 16, 2022 S3R3 issued a request for qualifications (an "RFQ") for a consultant to work with S3R3 to develop a strategic plan to implement the CIP including, phasing of the project, geotechnical investigations, final design, funding, construction and operations and management; and

WHEREAS, the RFQ section process closed on June 13, 2022, and on or about July 14, 2022 Consultant was awarded the contract to perform said activities; and

WHEREAS, Consultant possesses certain professional expertise relating to information completed in the 2021 West Plains Stormwater Study and is anticipated to complete program management, surveying, geotechnical investigations, planning, financial management, rate setting, design, value engineering, construction documents, permitting support, grant support, bidding support and construction management for a regional stormwater system (RSS) in the West Plains. Consultant services will be evaluated and approved by S3R3 in a phased approach.

WHEREAS, S3R3 desires to engage Consultant to perform consulting services consistent with its professional expertise and as hereinafter described; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in **Exhibit A** of this Agreement (the "Scope of Services"), and all subsequent amendments thereto, if any. The Parties anticipate that any future phases of work beyond that listed in **Exhibit A** will be attached hereto and incorporated herein through an amendment of this Agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed monthly.  
S3R3 shall pay Consultant:  
[Check applicable method of payment]  
☒ According to the rates set forth in approved **Exhibits**.  
☒ A sum not to exceed approved budgets in **Exhibits**.  
☐ Other (describe):  
The Consultant shall provide Taxpayer Identification Number, prior to or along with the first invoice submittal. S3R3 shall pay the Consultant for services rendered within thirty (30) days of invoice.
3. Duration of Agreement. The Parties acknowledge and affirm the overall project timeline shall not exceed three (3) years from the date of mutual execution of this Agreement. This Agreement may be terminated sooner pursuant to the provisions provided in Section 9 herein. Refer to the approved **Exhibits** for timelines of each phase of work.
4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to S3R3, shall be the property of S3R3 whether the project for which they were created is executed or not. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at S3R3's sole risk and without liability to the Consultant.
5. Indemnification. Consultant shall defend, indemnify and hold S3R3, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement. S3R3 shall defend, indemnify and hold Consultant, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of S3R3 in performance of this Agreement. The Parties understand and agree that the duty to defend is absolute and shall arise immediately upon the defending Party receiving written notice of its obligation to defend from the other Party and is not otherwise contingent upon a finding of negligence or wrongful acts, errors or omissions by a court. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
6. Insurance.

- 6.1 Insurance Required. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- 6.2 Contributory Negligence. In the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and S3R3, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- 6.3 Minimum Scope of Required Insurance. Consultant shall obtain insurance of the types described below:
- (a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - (b) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. S3R3 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for S3R3. S3R3, its officers, officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
  - (c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - (d) Professional Liability insurance appropriate to the Consultant's profession.
- 6.4 Minimum Amounts of Required Insurance. Consultant shall maintain the following insurance limits:
- (a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (b) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - (c) Professional Liability insurance shall be written with limits no less than 2,000,000 per claim and \$2,000,000 policy aggregate limit.
- 6.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and, where appropriate, Professional Liability insurance:
- (a) The Consultant's insurance coverage shall be primary insurance as respects S3R3. Any insurance, self-insurance, or insurance pool coverage maintained by S3R3 shall be excess of the Consultant's insurance and shall not contribute with it.

- (b) The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either Party except after thirty (30) days prior written notice has been given to S3R3. This requirement shall also apply to the Professional Liability policy.
  - (c) Self-insured retentions must be declared to and approved by S3R3. S3R3 may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. This requirement shall also apply to the Professional Liability policy.
- 6.6 Waiver of Subrogation. Consultant hereby grants to S3R3 a waiver of any right to subrogation which any insurer of said Consultant may acquire against S3R3 by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not S3R3 has received a waiver of subrogation endorsement from the insurer.
- 6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 6.8 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
  - (a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
  - (c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 6.9 Verification of Coverage. Consultant shall furnish S3R3 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. S3R3 reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time, provided that Consultant may redact confidential and/or proprietary information that is unrelated to Consultant's insurance obligations under this Agreement.
- 6.10 Subcontractors. Should subcontracting be agreed to by the Parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that S3R3 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

- 6.11 Special Risks or Circumstances. S3R3 reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
7. Record Keeping and Reporting. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by S3R3 to ensure proper accounting of all funds contributed by S3R3 to the performance of this Agreement. S3R3 may, at reasonable times, inspect the books and records of Consultant relating to the performance of this Agreement. The foregoing records shall be maintained by the Consultant for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by S3R3.
8. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by S3R3 during the performance of this Agreement.
9. Termination.
- 9.1 S3R3 reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice, provided that S3R3 will not terminate this Agreement for cause without providing Consultant with a reasonable opportunity to cure. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to S3R3.
- 9.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- 9.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- 9.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice in the event that outstanding invoices are not paid within sixty (60) days. This provision shall not prevent S3R3 from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.
- 9.5 The Parties understand and agree that S3R3 intends to utilize funds made possible through a contract dated \_\_\_\_\_, 2023 with Spokane County called "Agreement NO. 22ARP1182 Between Spokane County and Firm X in Conjunction With the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award" (the "ARP Agreement") to finance the cost obligations of this Agreement, which funding will expire pursuant its specific terms and conditions. Should S3R3 not have access to funds under the ARP Agreement, for any reason whatsoever, and in the sole and absolute discretion of S3R3, such failure of access shall provide a sufficient basis for immediate termination of this Agreement without cause.
10. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of S3R3, which may be withheld in its sole and absolute discretion.

11. Conflict of Interest. S3R3 insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with S3R3. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with S3R3. Consultant will not disclose any information obtained through the course of their work for S3R3 to any third party, without written consent of S3R3. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not S3R3 's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
12. Confidentiality. All information regarding S3R3 obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
13. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, S3R3 will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to S3R3 in the event that the terms of the provision are effectuated.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
15. Notices. Any notice required to given by either party to the other under the provisions of, or with respect to, this Agreement, shall be in writing and delivered by email and either in person during business hours and when staff is otherwise present at the office to accept such delivery, by certified mail or registered mail to the following address:

Notices to S3R3 shall be sent to the following address:

S3R3 Solutions  
7106 W Will D Alton Lane, Suite 103A  
Spokane, WA 99224  
Phone: (509) 381-4152  
Email: gerry@s3r3solutions.com

With a copy to:  
Taud A. Hume  
Witherspoon Brajcich McPhee, PLLC  
601 W. Main Street, Suite 1400  
Spokane, WA 99201  
Phone: (509) 455-9077  
Email: thume@workwith.com

Notices to the Consultant shall be sent to the following address:

Parametrix  
Roger Flint  
835 North Post, Suite 201  
Spokane, WA 99201  
Phone: (509) 328-3371

Email: rflint@parametrix.com

16. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington.
17. Attorneys' Fees. If a suit, action or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.
18. City of Spokane Business License. The Consultant shall obtain a City of Spokane business license prior to performing any services and maintain the business license in good standing throughout the term of this Agreement.
19. Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.
20. Good Faith. The Parties to this Agreement agree to act in good faith and make all reasonable efforts to satisfy the conditions of the Agreement.
21. Authorizations. All individuals executing this Agreement and other documents on behalf of the respective Parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the Party so indicated.
22. Advice of Attorneys. Each Party represents and warrants that in executing this Agreement, each has been advised by or has had an opportunity to be advised by independent legal counsel. Each Party has read the terms of this Agreement and understands their consequences. Each Party further acknowledges and represents that, in executing this Agreement, it has not relied on any inducements, promises or representations made by any other Party or its representatives, except as otherwise stated in this Agreement.
23. Social Equity Requirements/Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
24. Debarment and Suspension. Consultant has provided its certification, attached at **Exhibit B** hereto, 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.
25. Independent Contractor. Consultant is an independent contractor. This Agreement does not

intend Consultant to act as an S3R3 employee. S3R3 has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither Consultant nor any of Consultant's employees shall be an employee of S3R3. This Agreement prohibits Consultant to act as an agent or legal representative of S3R3. Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of S3R3, or to bind S3R3. S3R3 is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. Consultant shall pay all income and other taxes as due, and shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Consultant shall be or deem to be or act or purport to act as an employee, agent, or representative of S3R3.

26. Standard of Performance. The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar contracting services at the time the work under this Agreement are performed.
27. Anti Kick-Back. No officer or employee of S3R3, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
28. Consultant's Acknowledgement and Warranty. Consultant acknowledges that it was provided the scope of work and is qualified to perform the work required by this Agreement. Consultant guarantees and warranties all work, labor and materials under this Agreement shall be in accord with the provisions of this Agreement and any amendments thereto. If any unsatisfactory condition or defect develops within that time, Consultant will immediately place the work in a condition satisfactory to S3R3 and repair all damage caused by the condition or defect. Consultant will repair or restore to S3R3's satisfaction, in accordance with this Agreement and at its expense, all property damaged by his performance under this Agreement.
29. Litigation Hold Notice. In the event S3R3 learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Consultant regarding the work performed under this Agreement may be of evidentiary value, S3R3 may issue written notice to Consultant of such circumstances and direct Consultant to "hold" such records. In the event that Consultant receives such written notice, Consultant shall abide by all directions therein whether or not such written notice is received at a time when this Agreement between Consultant and S3R3 is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.
30. Mandatory Disclaimer. The West Plains Airport Area Public Development Authority (d/b/a "S3R3") is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730-.755 and RCW 35.21.757-.759. RCW 35.21.750 provides as follows: All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporations, commission, or authority and no creditor or other person shall have the right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.
31. Captions. The titles of sections or subsections are for convenience only and do not define or limit the contents.
32. Severability. If any term or provision is determined by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

33. Waiver. No covenant, term or condition or the breach shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by S3R3 of any performance by Consultant after the time the same shall have become due nor payment to Consultant for any portion of the Work shall constitute a waiver by S3R3 of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by S3R3 in writing.
34. No personal liability. No officer, agent or authorized employee of S3R3 shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
35. Exhibits and Recitals Incorporated. The Recital section above, along with **Exhibit A** and **Exhibit B** attached hereto are each incorporated into this Agreement by this reference.
36. Incorporation of Terms from ARP Contract With Spokane County. Consultant understands and agrees that the terms and conditions of the ARP Agreement defined in Section 9.5 above, are hereby incorporated herein and supplement the terms and conditions of Consultant's obligations hereunder. Consultant understands these additional obligations and agrees to be bound by them.

IN WITNESS WHEREOF, the Parties of executed this Agreement as of the Effective Date written above.

**WEST PLAINS AIRPORT AREA PUBLIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Print Name: Gerry Gemmill  
Title: Executive Director

**CONSULTANT**

By: \_\_\_\_\_  
Print Name: Roger Flint  
Title: Principal-In-Charge

**EXHIBIT A**  
*(Scope of Services)*

## SCOPE OF WORK

### S3R3 Solutions (West Plains/Airport Area PDA) Stormwater Implementation Support Services

#### Preliminary Planning (Phase 1A)

#### PROJECT BACKGROUND

The West Plains/Airport Area Public Development Authority (dba S3R3 Solutions), formed in 2017 to promote economic prosperity in the Spokane area and to provide for orderly and managed infrastructure planning and construction, is implementing the recently completed 2021 West Plains Stormwater Study (the SW Study). The West Plains SW Implementation Plan (the Plan) will seek to confirm the feasibility and expected benefits of the 2021 plan; establish firm program costs and expected funding needs in the near and long term; coordinate with other utility and infrastructure plans, notably the transportation plan; conduct additional geologic investigations and analysis; establish funding needs and the plan to collect and use those funds; prepare preliminary design; and address stakeholder coordination.

This scope of work describes the work plan to initiate implementing these activities. The plan is set up in three phases. Phase 1A are work items that are defined and described in detail below. Phases 1B, 2, and 3 will be defined when the Phase 1A is of sufficient detail to allow detailed scopes of work and budgets to be prepared. The work for Phases 1B, 2, and 3 is subject to change and is not authorized at this time.

Upon receiving Client Notice to Proceed (NTP), the Phase 1A work is anticipated to be completed within eight (8) months.

The Phase 1A project scope of work outline is as follows:

#### Phase 1A

- Task 1A – Program Management
  - Task 1.1A – Project Initiation and Kick-Off
  - Task 1.2A – Project Schedule
  - Task 1.3A – Project Management
- Task 2A – Coordinate Site and Infrastructure Planning
  - Task 2.1A – Review Land Use and Transportation Plans
  - Task 2.2A – Prepare Preliminary Long-Term Implementation Schedule
- Task 3A – Geology and Hydrogeologic Investigations
  - Task 3.1 – Planning Level RSIF Investigation
- Task 4A – Funding and Governance Coordination

Task 4.1A – Review and Develop Recommendations

**WORK BREAKDOWN**

**PHASE 1A**

**Task 1A – Program Management**

The purpose of this task is to initiate the project; prepare and manage project and task schedules; coordinate subconsultant effort; and perform routine project management actions, including invoicing and project status.

**Task 1.1A – Project Initiation and Kick-Off**

The purpose of this task is to facilitate a team project kick-off meeting to review scope and schedule, prepare a risk register, set-up project materials coordination and sharing platform, and describe project communications.

**Activities**

- Prepare kick-off meeting materials and establish a project file sharing site.
- Facilitate a virtual project team kick-off meeting.
- Develop project mission statement with goals and objectives
- Prepare an initial project risk register to list and categorize risks to project development and implementation.

**Assumptions**

- The Parametrix project team for the kick-off meeting will include the project manager, deputy project manager, project engineer, and project administrator (4). Subconsultant staff will include the geology and hydrogeologic staff (2), the SW study staff (1), funding and coordination staff (1), and transportation plan staff(1).
- S3R3 and City and County staff participation will be coordinated by S3R3.

**Deliverables**

- Risk Register.
- Project mission statement with goals and objectives.
- Meeting minutes, including action items.

**Task 1.2A – Project Schedule**

The purpose of this task is to prepare a project schedule for Phase 1A that includes key milestones for the development plan, infrastructure needs, and stormwater infrastructure plan.

**Activities**

- Prepare a draft and final working schedule to execute Phase 1A tasks and deliverables.
- Prepare draft Phase 1B schedule.

### Assumptions

- The draft long-term implementation schedule for life of project will be prepared under Task 2.4 and provide key milestone dates.

### Deliverables

- Draft Phase 1A project delivery schedule.

### Task 1.3A – Project Management

The purpose of this task is to provide oversight, communications, and management of the contract and scope of work. Work includes administrative project support, task order set-up, sub-consultant management, and quality control/assurance program documentation.

### Activities

- Prepare monthly billing review and invoices.
- Participate in virtual biweekly project status meetings (non-task-specific) (up to 30 minutes).
- Conduct sub-consultant management and contracting (non-task-specific).
- Monthly administrative project support (task set-up, filing, communications).

### Assumptions

- The budget provides 8 months of project management (February 2023 through September 2023).
- Biweekly project status meeting includes two (2) Parametrix staff.
- Sub-consultant contracting is limited to four firms.
- Oversight and review of sub-consultant products is included in task-specific budgets.

### Deliverables

- Monthly invoices with progress notes.

### Task 2A – Coordinate Site and Infrastructure Planning

This task includes analyses to consider future land planning and development, infrastructure needs and timing, and coordination with the area's transportation infrastructure plans. The long-term stormwater infrastructure timeline will be developed in this task.

### Task 2.1A – Review Land Use and Transportation Plans

The purpose of this task is to review the transportation plan and land use plan to determine the likely timing of the concurrent stormwater needs.

### Activities

- Review the SW Study, proposed land use plan, West Plains Transportation Network Plan (WPTNP), and regional capital improvement plans. From those plans, align the roadway and land use planning aspects to the relevant stormwater facilities proposed in the SW Study.

- Review and confirm regional facility sites including S3R3 input for preference and timing. Coordinating with Task 3, establish expected infiltration rates and limits or safety factors for those rates. Identify, if any, regional facility modifications required.
- Identify areas not served by the SW Study and include as service areas for the implementation schedule.
- Identify parcels that are constructed or may not be served by the S3R3 facilities.
- Establish a proposed timeline for when stormwater service needs to be provided by site.
- Establish a general timeline for planning, design, land rights, approval, and construction for each type of stormwater facility.
- Provide the information for development of the Task 2.2 Program Schedule.

### Assumptions

- S3R3 will provide the land use plan, WPTNP, and updates to those plans as of February 2023.
- Sites with an unknown or changing development or service date will be assumed to need service by January 1, 2028.

### Deliverables

- There are no deliverables for this task

### Task 2.2A– Prepare Preliminary Long-Term Implementation Schedule

The purpose of this task is to prepare the proposed implementation schedule.

### Activities

- Prepare a draft final land use needs plan with years 1-3 at a quarter resolution and years 4-10 at a semi-annual level. Actions proposed beyond Year 10 will be defined by year or more.
- Prepare a draft working implementation schedule including all the facilities and conveyance identified in Task 2.1 (or estimated dates for alternates).
- Conduct a workshop with S3R3 staff to review the proposed implementation plan.
- Conduct a follow-up workshop addressing the comments by S3R3 staff.
- Selected the highest priority regional stormwater facility for full design in future Phase 1B Task 7.
- Prepare a draft implementation schedule and technical memorandum (approximately 5-8 pages) including all the facilities.
- Prepare final draft implementation schedule and technical memorandum.

### Assumptions

- S3R3 will determine stakeholders and staff included in the workshops and plan review.
- Land use planning needs and timing will be provided by S3R3.
- Other key infrastructure planning information will be coordinated by S3R3.
- Stormwater control facilities will be determined and scoped under future phases.

- The final draft implementation schedule will be considered a working plan subject to update, thus a “final” plan will not be prepared.

#### **Deliverables**

- Draft implementation schedule for the workshops.
- Final draft implementation schedule and technical memorandum.

### **Task 3A – Geology and Hydrogeologic Investigations**

#### **Task 3.1A – Planning Level RSIF Investigation (one site)**

The purpose of this task is to conduct a planning level investigation of RSIF feasibility. This planning-level RSIF investigation will provide a preliminary characterization of anticipated hydrogeologic conditions at the site and will identify data gaps and analysis gaps that would need to be filled before RSIF feasibility can be reliably determined.

#### **Activities**

- Conduct a field reconnaissance of the potential RSIF site, to the extent allowed by public right-of-way.
- Preliminarily characterize hydrogeologic conditions underlying the site based on existing information compiled during previous project phases.
- Create a cross section showing conceptual hydrostratigraphy beneath the site based on available literature.
- Based on surficial geologic conditions using the NRCS Soil Conservation Service mapping, provide infiltration rates based on soil mapping of the upper 60 inches.
- Based on anticipated subsurface conditions below a depth of 60 inches, provide preliminary estimate the hydraulic conductivity (and infiltration rate) of the unsaturated zone underlying the site based on available geologic and water resource/well log information.
- Preliminarily estimate the hydraulic conductivity and storage properties of the uppermost aquifer underlying the site.
- Evaluate whether this planning level feasibility exercise suggests that an RSIF could potentially be operated at the respective sites and, therefore, additional site data collection and analysis is warranted.

#### **Assumptions**

- S3R3 will be responsible for obtaining access permission to the RSIF sites for field reconnaissance.
- One potential RSIF will be evaluated by planning level RSIF investigation.
- This planning level investigation will not include site-specific exploration or testing.

#### **Deliverables**

- Draft Technical Memorandum presenting findings, conclusions, and recommendations from the Planning Level RSIF Investigation.

### Task 4A – Funding and Governance Coordination

This task will perform a cursory review of potential enhancements to the governance structure and build upon the funding strategy provided in the 2021 Study to evaluate that the overall program being designed will be financially sustainable into the future. The items that may need future research and discussion include, but are not limited to system maintenance (ownership, operation, funding responsibilities, etc.), bonding capabilities, additional funding, and grant opportunities, etc. Resolution of these items will be addressed in Tier 2.

#### Task 4.1A – Review and Develop Recommendations

The purpose of this task is to review the available information and alternatives, update alternatives if necessary, and meet with key stakeholders to determine the preferred governance plan and funding approach.

##### Activities

- Focusing on supporting a short-term funding strategy, review existing interlocal agreements, contracts, and memorandums of understanding among the City, County, S3R3 and SIA as it pertains to the existing governance and funding arrangements
- Evaluate feasibility of establishing a special purpose district or other allowable type of agency to directly own and manage infrastructure into the future
- Consider the governing agency's authority to levy taxes, ability to charge stormwater fees, capacity to issue debt (including favorability of terms), and eligibility for grants for funding in the short-term
- Review and prioritize grant funding opportunities that may be applicable to a short-term funding approach. Develop suggestions to improve the status of the grant applications by describing potential long-term funding approaches
- Create a summary of items needing further research to improve the governance structure and funding strategy to better position the City, County, S3R3 and SIA for long-term funding.
- Present the findings on the existing governance structure and funding opportunities to achieve short-term funding goals.
- Facilitate discussions with key stakeholders and decision-makers to work toward a mutually agreeable governance and funding approach.
- Facilitate one meeting with key stakeholders and decisionmakers to review and narrow the options presented

##### Assumptions

- S3R3 will provide the Consultant with all analyses performed in the preparation of the initial report.
- Drafting grant application(s) is not within this scope of work.
- S3R3 will provide the Consultant with technical memoranda, meeting summaries, and any other written materials documenting governance and funding discussions and decisions.



**Deliverables**

- There are no deliverables for this task

**Total Phase 1A Preliminary Planning Fee: \$97,225.00 (Time and Materials)**

### Summary Cost Estimate

Task		Category		Phase		Sub-Phase		Activity		Resource		Cost		Status		Notes	
ID	Name	Code	Group	Start	End	Owner	Manager	Team	Location	Duration	Units	Cost	Estimate	Actual	Progress	Comments	
P001	Project Management	PM	PM	2023-01-01	2023-12-31	John Doe	Jane Smith	PM Team	Office	365	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	On Track	
T001	Project Initiation and Kick-off	PM	PM	2023-01-01	2023-01-15	John Doe	Jane Smith	PM Team	Office	15	1	\$50,000	\$50,000	\$50,000	100%	Completed	
T002	Project Schedule	PM	PM	2023-01-16	2023-02-15	John Doe	Jane Smith	PM Team	Office	30	1	\$100,000	\$100,000	\$100,000	100%	Completed	
T003	Project Management	PM	PM	2023-02-16	2023-03-15	John Doe	Jane Smith	PM Team	Office	30	1	\$100,000	\$100,000	\$100,000	100%	Completed	
P002	Construction Site and Infrastructure Planning	CS	CS	2023-03-16	2023-06-30	Mike Brown	Sarah Green	CS Team	Site	95	1	\$2,500,000	\$2,500,000	\$2,500,000	100%	On Track	
T004	Review Land Use and Transportation Plan	CS	CS	2023-03-16	2023-03-31	Mike Brown	Sarah Green	CS Team	Site	15	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T005	Project Preliminary Implementation Schedule	CS	CS	2023-03-31	2023-04-15	Mike Brown	Sarah Green	CS Team	Site	15	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T006	Geology and Hydrogeologic Investigation	CS	CS	2023-04-16	2023-05-15	Mike Brown	Sarah Green	CS Team	Site	30	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T007	Planning Land Use Investigation (1) Site	CS	CS	2023-04-16	2023-04-30	Mike Brown	Sarah Green	CS Team	Site	15	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T008	Site Data Collection and Analysis (1) Site	CS	CS	2023-04-31	2023-05-15	Mike Brown	Sarah Green	CS Team	Site	15	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T009	Planning Land Use Investigation (2) Site	CS	CS	2023-05-16	2023-05-31	Mike Brown	Sarah Green	CS Team	Site	15	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T010	Site Data Collection and Analysis (2) Site	CS	CS	2023-05-31	2023-06-15	Mike Brown	Sarah Green	CS Team	Site	15	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P003	Funding and Governance Coordination	FG	FG	2023-06-30	2023-09-30	John Doe	Jane Smith	FG Team	Office	90	1	\$3,000,000	\$3,000,000	\$3,000,000	100%	On Track	
T011	Review and Develop Recommendations	FG	FG	2023-06-30	2023-07-15	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T012	Preliminary Design	FG	FG	2023-07-16	2023-08-15	John Doe	Jane Smith	FG Team	Office	30	1	\$2,000,000	\$2,000,000	\$2,000,000	100%	Completed	
T013	Prepare Preliminary Design (1) Site	FG	FG	2023-07-16	2023-07-31	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T014	Prepare Preliminary Design (2) Site	FG	FG	2023-07-31	2023-08-15	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T015	Review and Develop Recommendations	FG	FG	2023-08-16	2023-08-31	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T016	Review and Develop Recommendations	FG	FG	2023-08-31	2023-09-15	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T017	Review and Develop Recommendations	FG	FG	2023-09-16	2023-09-30	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T018	Review and Develop Recommendations	FG	FG	2023-09-31	2023-10-15	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T019	Review and Develop Recommendations	FG	FG	2023-10-16	2023-10-31	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T020	Review and Develop Recommendations	FG	FG	2023-10-31	2023-11-15	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T021	Review and Develop Recommendations	FG	FG	2023-11-16	2023-11-30	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
T022	Review and Develop Recommendations	FG	FG	2023-11-31	2023-12-15	John Doe	Jane Smith	FG Team	Office	15	1	\$1,000,000	\$1,000,000	\$1,000,000	100%	Completed	
P004	High-level View and Assessment Planning	HA	HA	2023-01-01	2023-01-31	John Doe	Jane Smith	HA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T023	Locate and Define Land and/or for Socio-marine Infrastructure	HA	HA	2023-01-01	2023-01-31	John Doe	Jane Smith	HA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P005	Final Design Part 2	FD	FD	2023-01-01	2023-01-31	John Doe	Jane Smith	FD Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T024	Prepare Final Plans	FD	FD	2023-01-01	2023-01-31	John Doe	Jane Smith	FD Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P006	Delivery Method, Scheduling Support, and Construction Management	DM	DM	2023-01-01	2023-01-31	John Doe	Jane Smith	DM Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T025	Delivery Method, Scheduling Support, and Construction Management	DM	DM	2023-01-01	2023-01-31	John Doe	Jane Smith	DM Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P007	Planning and Assessment	PA	PA	2023-01-01	2023-01-31	John Doe	Jane Smith	PA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T026	Planning and Assessment	PA	PA	2023-01-01	2023-01-31	John Doe	Jane Smith	PA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P008	Construction Site and Infrastructure Planning	CS	CS	2023-01-01	2023-01-31	John Doe	Jane Smith	CS Team	Site	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T027	Construction Site and Infrastructure Planning	CS	CS	2023-01-01	2023-01-31	John Doe	Jane Smith	CS Team	Site	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P009	Operations, Maintenance, and Resource Planning	OR	OR	2023-01-01	2023-01-31	John Doe	Jane Smith	OR Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T028	Operations, Maintenance, and Resource Planning	OR	OR	2023-01-01	2023-01-31	John Doe	Jane Smith	OR Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P010	Operations and Maintenance Planning	OP	OP	2023-01-01	2023-01-31	John Doe	Jane Smith	OP Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T029	Operations and Maintenance Planning	OP	OP	2023-01-01	2023-01-31	John Doe	Jane Smith	OP Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P011	Geology and Hydrogeologic Monitoring	GH	GH	2023-01-01	2023-01-31	John Doe	Jane Smith	GH Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T030	Geology and Hydrogeologic Monitoring	GH	GH	2023-01-01	2023-01-31	John Doe	Jane Smith	GH Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P012	Hydrological Monitoring Plan	HM	HM	2023-01-01	2023-01-31	John Doe	Jane Smith	HM Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T031	Hydrological Monitoring Plan	HM	HM	2023-01-01	2023-01-31	John Doe	Jane Smith	HM Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P013	Archaeological Monitoring	AR	AR	2023-01-01	2023-01-31	John Doe	Jane Smith	AR Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T032	Archaeological Monitoring	AR	AR	2023-01-01	2023-01-31	John Doe	Jane Smith	AR Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P014	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T033	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P015	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T034	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P016	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T035	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P017	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T036	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P018	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T037	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P019	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T038	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P020	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T039	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P021	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T040	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P022	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T041	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P023	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T042	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P024	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T043	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P025	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T044	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P026	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T045	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P027	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T046	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P028	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T047	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P029	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T048	Facilities Area	FA	FA	2023-01-01	2023-01-31	John Doe	Jane Smith	FA Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
P030	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%	Completed	
T049	Urban Transit	UT	UT	2023-01-01	2023-01-31	John Doe	Jane Smith	UT Team	Office	30	1	\$500,000	\$500,000	\$500,000	100%		

[illegible][illegible]

<b>Project Total</b>	<b>\$54,055.00</b>
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**\$54,055.00**

# GeofEngineers

Task	Subtask	Description	Labor Dollars	Billing Rate/Hr	Associate	Senior Hydrogeologist	Staff 3 Engineer	GIS/CAD Technician	Administrator
P01	Program Management		\$1,400.00						
T01	1.1	Project Initiation and Kick-Off	\$770.00	4	2	6	0	0	0
T01	1.2	Project Schedule	\$50.00	0	2	2	0	0	0
T01	1.3	Project Management	\$770.00	4	4	4	0	0	0
T01	1.4	Project Management	\$50.00	0	4	4	0	0	0
P01	2.1	Coordinate Site and Infrastructure Planning	\$800.00	4	4	0	0	0	0
T01	2.1	Review Land Use and Transportation Plans	\$800.00	4	4	0	0	0	0
T01	2.2	Prepare Preliminary Implementation Schedule	\$50.00	0	4	4	0	0	0
T01	2.3	Prepare Preliminary Implementation Schedule	\$50.00	0	4	4	0	0	0
P01	3.1	Geology and Hydrogeologic Investigation	\$14,400.00	90	10	36	32	8	4
T01	3.1	Planning, Geology, and Hydrogeologic Investigation (1.5 hr)	\$14,400.00	90	10	36	32	8	4
T01	3.2	Site Data Collection and Analysis (1.5 hr)	\$50.00	0	0	0	0	0	0
T01	3.3	Site Data Collection and Analysis (1.5 hr)	\$50.00	0	0	0	0	0	0
P01	4.1	Feasibility and Governance Coordination	\$200.00	0	0	0	0	0	0
T01	4.1	Feasibility and Governance Coordination	\$200.00	0	0	0	0	0	0
P01	5.1	Preliminary Design	\$200.00	0	0	0	0	0	0
T01	5.1	Prepare Preliminary Design (10%)	\$200.00	0	0	0	0	0	0
T01	5.2	Prepare Preliminary Design (10%)	\$200.00	0	0	0	0	0	0
T01	5.3	Value Engineering	\$50.00	0	0	0	0	0	0
T01	5.4	Waterway Conveyance and Stormwater Design Coordination	\$50.00	0	0	0	0	0	0
T01	5.5	Stormwater System Modeling	\$50.00	0	0	0	0	0	0
T01	5.6	Stormwater System Modeling	\$50.00	0	0	0	0	0	0
P01	6.1	Stakeholder Coordination	\$200.00	0	0	0	0	0	0
T01	6.1	Stakeholder Coordination	\$200.00	0	0	0	0	0	0
P01	7.1	Final Phase 1 Design of Prioritized Facility	\$200.00	0	0	0	0	0	0
T01	7.1	Survey	\$200.00	0	0	0	0	0	0
T01	7.2	Prepare Intermediate Design (60%)	\$200.00	0	0	0	0	0	0
T01	7.3	Prepare Intermediate Design (60%)	\$200.00	0	0	0	0	0	0
T01	7.4	Prepare Preliminary Design (50%)	\$200.00	0	0	0	0	0	0
T01	7.5	Permitting	\$200.00	0	0	0	0	0	0
P01	8.1	Right-of-Way and Easement Planning	\$200.00	0	0	0	0	0	0
T01	8.1	Locate and Define Land Required for Stormwater Infrastructure	\$200.00	0	0	0	0	0	0
P01	9.1	Final Design Part 2	\$200.00	0	0	0	0	0	0
T01	9.1	Prepare Final Plans	\$200.00	0	0	0	0	0	0
T01	9.2	Prepare Final Plans	\$200.00	0	0	0	0	0	0
P01	10.1	Design Method, Building Design, and Construction Management	\$50.00	0	0	0	0	0	0
T01	10.1	Design Method, Building Design, and Construction Management	\$50.00	0	0	0	0	0	0
P01	11.1	Funding and Activation	\$200.00	0	0	0	0	0	0
T01	11.1	Funding and Activation	\$200.00	0	0	0	0	0	0
P01	12.1	Final Design Part 2	\$200.00	0	0	0	0	0	0
T01	12.1	Prepare Final Plans	\$200.00	0	0	0	0	0	0
P01	13.1	Operation, Maintenance, and Resource Planning	\$200.00	0	0	0	0	0	0
T01	13.1	Operation, Maintenance, and Resource Planning	\$200.00	0	0	0	0	0	0
P01	14.1	Geology and Hydrogeologic Monitoring	\$200.00	0	0	0	0	0	0
T01	14.1	Geology and Hydrogeologic Monitoring	\$200.00	0	0	0	0	0	0
T01	14.2	Hydrological Monitoring Plan	\$50.00	0	0	0	0	0	0
T01	14.3	Hydrological Monitoring Plan	\$50.00	0	0	0	0	0	0
Labor Totals:			\$16,716.00	109	16	42	32	8	4
Material Costs:			\$20.00						
Total:			\$16,736.00		\$3,380.00	\$5,000.00	\$4,344.00	\$1,160.00	\$332.00
Expenses:									
Subcontractors:									
Equipment:									
Miscellaneous:									
Other Direct Expenses Total:			\$50.00						
Project Total			\$16,786.00						

\$266.00	Laura Ruppert
\$276.00	Dave Jacobs
\$188.00	Josh Van Wie
\$145.50	Indu Lekshmi
\$172.00	Dawson Matthews
\$181.72	Cyndy Sikes

Other Direct Expenses Total:	\$0.00
<b>Project Total</b>	<b>\$6,954.00</b>

**\$6,954.00**

Task	Subtask	Description	Estimated Labor Hours	Estimated Labor Cost (\$)	Actual Labor Hours	Actual Labor Cost (\$)	Variance Labor Hours	Variance Labor Cost (\$)	Notes
P01	Program Management	Program Management	5	\$1,716.00	6	\$1,716.00	1	\$0.00	
T01	1.1	Project Initiation and Kick-Off	2	\$570.00	2	\$570.00	0	\$0.00	
T01	1.2	Project Schedule	0	\$0.00	0	\$0.00	0	\$0.00	
T01	1.3	Project Management	4	\$1,140.00	4	\$1,140.00	0	\$0.00	
T01			0	\$0.00	0	\$0.00	0	\$0.00	
P01	Coordinate Site and Infrastructure Planning	Coordinate Site and Infrastructure Planning	0	\$0.00	0	\$0.00	0	\$0.00	
T01	2.1	Review Land Use and Transportation Plans	0	\$0.00	0	\$0.00	0	\$0.00	
T01	2.2	Prepare Preliminary Implementation Schedule	0	\$0.00	0	\$0.00	0	\$0.00	
T02			0	\$0.00	0	\$0.00	0	\$0.00	
P01	Geology and Hydrogeologic Investigations	Geology and Hydrogeologic Investigations	0	\$0.00	0	\$0.00	0	\$0.00	
T01	3.1	Planning Level RCT Investigation (3 Sites)	0	\$0.00	0	\$0.00	0	\$0.00	
T01	3.2	Site Data Collection and Analysis (3 Sites)	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Funding and Governance Coordination	Funding and Governance Coordination	42	\$12,460.00	42	\$12,460.00	0	\$0.00	
T01			8	\$2,160.00	8	\$2,160.00	0	\$0.00	
T04	4.1	Review and Develop Recommendations	42	\$12,300.00	42	\$12,300.00	0	\$0.00	
P01	Preliminary Design	Preliminary Design	0	\$0.00	0	\$0.00	0	\$0.00	
T01	5.1	Prepare Preliminary Design (10%)	0	\$0.00	0	\$0.00	0	\$0.00	
T01	5.2	Visual Design (10%)	0	\$0.00	0	\$0.00	0	\$0.00	
T01	5.3	Visual Design (10%)	0	\$0.00	0	\$0.00	0	\$0.00	
T01	5.4	Technical Conference and Stormwater Design Coordination	0	\$0.00	0	\$0.00	0	\$0.00	
T01	5.5	Stormwater System Modeling	0	\$0.00	0	\$0.00	0	\$0.00	
T01	5.6	Permitting Analysis	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Scaleholder Coordination	Scaleholder Coordination	0	\$0.00	0	\$0.00	0	\$0.00	
T01	6.1	Scaleholder Coordination	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Final Phase I Design of Prioritized Facility	Final Phase I Design of Prioritized Facility	0	\$0.00	0	\$0.00	0	\$0.00	
T01	7.1	Survey	0	\$0.00	0	\$0.00	0	\$0.00	
T01	7.2	Prepare Intermediate Design (60%)	0	\$0.00	0	\$0.00	0	\$0.00	
T01	7.3	Prepare Pre-Final Design (90%)	0	\$0.00	0	\$0.00	0	\$0.00	
T01	7.4	Prepare Final Design (100%)	0	\$0.00	0	\$0.00	0	\$0.00	
T07			0	\$0.00	0	\$0.00	0	\$0.00	
T07	7.5	Permitting	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Right-of-Way and Easement Planning	Right-of-Way and Easement Planning	0	\$0.00	0	\$0.00	0	\$0.00	
T01	8.1	Locate and Define Land Required for Stormwater Infrastructure	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Final Design Part 2	Final Design Part 2	0	\$0.00	0	\$0.00	0	\$0.00	
T01	9.1	Prepare Final Plans	0	\$0.00	0	\$0.00	0	\$0.00	
T01	9.2	Prepare Final Cost Estimates	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Delivery Method, Bidding Support, and Construction Management	Delivery Method, Bidding Support, and Construction Management	0	\$0.00	0	\$0.00	0	\$0.00	
T01	10.1	Delivery Method, Bidding Support, and Construction Management	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Funding and Activation	Funding and Activation	0	\$0.00	0	\$0.00	0	\$0.00	
T01	11.1	Funding and Activation	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Final Design Part 2	Final Design Part 2	0	\$0.00	0	\$0.00	0	\$0.00	
T01	12.1	Prepare Final Plans	0	\$0.00	0	\$0.00	0	\$0.00	
T01	12.2	Prepare Final Cost Estimates	0	\$0.00	0	\$0.00	0	\$0.00	
T01	12.3	Prepare Final Cost Estimates	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Operation, Maintenance, and Resource Planning	Operation, Maintenance, and Resource Planning	0	\$0.00	0	\$0.00	0	\$0.00	
T01	13.1	Operation, Maintenance, and Resource Planning	0	\$0.00	0	\$0.00	0	\$0.00	
T01	13.2	Operation, Maintenance, and Resource Planning	0	\$0.00	0	\$0.00	0	\$0.00	
P01	Geology and Hydrogeologic Monitoring	Geology and Hydrogeologic Monitoring	0	\$0.00	0	\$0.00	0	\$0.00	
T01	14.1	Geology and Hydrogeologic Monitoring	0	\$0.00	0	\$0.00	0	\$0.00	
T01	14.2	Geology and Hydrogeologic Monitoring	0	\$0.00	0	\$0.00	0	\$0.00	

Labor Total:	\$14,270.00	48	8	16	6	12	6	0
Excavation Amt:	50.00		50.00	50.00	50.00	50.00	50.00	50.00
Totals:	\$14,270.00		\$2,000.00	\$4,580.00	\$1,710.00	\$3,980.00	\$1,580.00	\$0.00
Other Direct Expenses Total:	\$0.00							

**\$14,270.00**

**Project Total**

**\$4,180.00**

**Project Total**

## **EXHIBIT B**

*(Certification of Compliance)*

### **Certification of Compliance with Wage Payment Statutes and**

#### **Washington Department of Labor and Industries (L&I) Training Requirement**

Consultant hereby certifies that, within the three-year period immediately preceding the Effective Date of this Agreement, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by L&I or through a civil judgment entered by a court of limited or general jurisdiction. And, as of July 1, 2019, bidder has fulfilled L&I’s Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

I have the authority to sign this Certification on behalf of the undersigned, and I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

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

Its: \_\_\_\_\_

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