

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
April 26, 2021

Committee members present in person, phone or video

Council President Breean Beggs, Committee Chair
Council Member Michael Cathcart, Vice Committee Chair
Council Member Kate Burke
Council Member Lori Kinnear
Council Member Candace Mumm
Council Member Karen Stratton
Council Member Betsy Wilkerson

Council President Beggs called the meeting to order at 1:15 p.m.

<https://vimeo.com/541858659>

Review and approval of minutes

Council President Beggs asked for a motion to approve the [minutes of the March 22, 2021 meeting](#).

- **Action taken**
- Council Member Kinnear moved to approve the minutes of the March 22, 2021 meeting as presented; the motion was seconded by Council Member Mumm.

Discussion items

A. Council Requests

1. [Spokane Regional Transportation Council interlocal agreement](#)

Mike Piccolo presented an overview of the Spokane Regional Transportation Council interlocal agreement. A working group, comprised of board members and their attorneys, was created to review the current agreement in light of changes to state law governing SRTC board membership. The Regional Transportation Planning Organization (RTPO) is required to provide an opportunity for voting membership to federally recognized tribes that hold reservation or trust land within the RTPO's area. The Spokane and Kalispel tribes each qualify for a voting director position. The amended agreement expands the total number of voting directors to include: 1) two tribal positions; 2) one additional position for Spokane Valley, due to its population increase over 100,000; 3) three additional positions for cities where populations have increased to qualify for a voting position; and 4) one position for a rail industry representative. This increase in representation will bring the board membership from 14 to 21 positions. For certain motions, a weighted voting procedure may be used. The group discussed the implications of the weighted voting procedure. This voting method may not be

used for adopting bylaws, budget approvals, or for hiring or discharging the executive director. The SRTC is expected to forward the amended ILA to all participating agencies for approval by the end of May. Once approved, the agreement will be brought before the tribal agencies for review and to negotiate any details. Deadline to finalize the amended ILA is Aug. 1.

B. Staff Requests

1. Combined Sewer Overflow program and Next Level of Treatment (NLT) project at Riverside Park Water Reclamation Facility

Raylene Gennett presented background on the CSO program and the Next Level of Treatment, and reported on the impact the various water treatment measures have had on discharges into the river. Between 2018 and 2020, CSO overflows have been reduced by 41 events to 50% year over year. CSO volumes have decreased by 27 MG to 55% year over year. As of Dec. 31, 2020, 15 of 19 the CSO sites are meeting annual overflow frequency performance standards. Adjustments will be made to bring the remaining four sites into compliance this year. Last year had the lowest number of CSOs in count and volume since the city started tracking annual amounts in 2003. Raylene presented data regarding NLT and the membrane facility tertiary process. She announced a desire to bring a resolution before City Council to name the facility the Taylor Tertiary Membrane Facility in honor of Mike Taylor, city engineer instrumental in the facility's development who passed away in 2019.

2. [Every other day watering resolution](#)

Marlene Feist presented an overview of a resolution which encourages customers during the summer months to water on odd or even days, depending on their addresses. The measure would be part of the Waterwise education program centered on water stewardship. This strategic initiative is designed to promote water stewardship through strategies which address use patterns by different customers and customer groups. One strategy is to encourage the use of every other day watering of outdoor irrigation to promote lower water usage and healthy landscaping. In addition, the reduced water consumption will allow citizens to keep their water cost more affordable. The resolution calls for an education component including information videos and other educational outreach over the next several months. The Parks Division will also participate in the water stewardship program and an interdepartmental agreement is being developed to outline the steps they will be taking.

3. [Fluoridation contract amendment, resolution and engineering study](#)

Elizabeth Schoedel presented an overview of the fluoridation contract amendment with Arcora Foundation to allow the city to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds. Initially, the contract required the city to pay back any funds if it did not move forward with fluoridation. Arcora has agreed to allow the city to conduct a comprehensive study and not require repayment if the city doesn't proceed with the installation of such a system.

Additionally, the Mayor and City Council have agreed to have a fully public and transparent discussion to review the study's results and determine next steps. The ICM and Water departments will be drafting an RFQ for the study.

4. Every other week recycling status update

Dustin Bender provided an update on the every other week recycling pickup for residential customers which is scheduled to kickoff May 3. The change is designed to manage escalating costs for the recycling program without increasing customers' costs. There are 12,000 carts on order for those citizens requesting upsized carts. If customers discover they require a larger cart than their current one, they may call 3-1-1, and a 96-gallon cart will be provided at no additional cost.

5. [Neighborhood cleanup program update](#)

Marlene Feist and Carly Cortright presented an overview of the neighborhood cleanup program. Neighborhood Services and Solid Waste Collections departments created the cleanup program to remove solid waste from neighborhoods while creating community. The pandemic disrupted these operations, limiting what could be offered to the neighborhoods. The 2020 program was limited to dump passes that were distributed primarily through the mail with limited times for residents to use them. While cleanup options remain limited for 2021 due to the pandemic, ONS and Solid Waste have collaborated to create a program which addresses some of the most pressing concerns while preparing for a more normal program rollout in 2022. This year's cleanup program involves 16 neighborhood cleanups from September through mid-November. Additionally, roll-off events could be located in a central location for two smaller neighborhoods to accommodate more locations. ONS and Solid Waste have modified the disposal pass program to accommodate requests from the neighborhoods.

6. [Spokane International Airport area water reservoir](#)

Kyle Twohig presented an overview of a proposal to purchase property near the Spokane International Airport to support growth in the West Plains PDA. The city explored various sites including the SIA site and other nearby privately-owned sites. The SIA site was the least cost alternative which met the various engineering site requirements.

7. [Chase Youth Commission contract](#)

Carly Cortright presented an overview of a proposed contract amendment with Chase Youth Commission. Chase Youth provides an opportunity for youth to participate in government by advising and making recommendations to the city regarding policies and programs that improve quality of life for Spokane's children and youth. For the past few years, the city has provided funding in the amount of \$45,000 each year. In 2020, the city contracted with Chase Youth for a five-year period to reduce the number of contract renewals and/or amendments required. Unfortunately, the language in that contract still requires approval of the annual fund allocation. Approval of the contract amendment guarantees \$45,000 in funds

through 2024 and prevents the need to present to City Council for approval in 2022, 2023 and 2024.

Strategic Plan Session

A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects

- No report for this meeting.

B. Priority Strategy 2. Repurposing public property to stimulate private investment

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

Consent items

1. Duncan Liberty Meter Service contract extension (Parking Services)
2. Hitachi Zosen Inova value blanket for purchase of feeder and grate parts at the Waste to Energy facility (Solid Waste Disposal)
3. Wilson and Company contract amendment/NSC – City utility relocations (Integrated Capital Management)
4. SA Premier Crack Sealant value blanket renewal (Street)
5. Specialty Asphalt value blanket contract for purchase of Nuvo Gap (Street)
6. Frank Gurney service contract for on-call guardrail repair (Street)
7. Cisco Wireless Access Point upgrade (IT)

Executive session

None.

Adjournment

The meeting adjourned at 2:21 p.m.

Prepared by:

Pamela Clarke

Approved by:



Chair

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
March 22, 2021

Committee members present in person, phone or video

Council President Breean Beggs, Committee Chair
Council Member Michael Cathcart, Vice Committee Chair
Council Member Kate Burke
Council Member Lori Kinnear
Council Member Candace Mumm
Council Member Karen Stratton
Council Member Betsy Wilkerson

Council President Beggs called the meeting to order at 1:18 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/527537660>

Review and approval of minutes

Council President Beggs asked for a motion to approve the minutes of the February 22, 2021 meeting.

- Action taken
- Council Member Burke moved to approve the minutes of the February 22, 2021 meeting as presented; the motion was seconded by Council Member Mumm.

Discussion items

A. Council Requests

1. Consent items for discussion
2. Legislative update
3. Apprenticeship program updates ordinance
Council President Beggs provided proposed updates to the apprenticeship rules; although, ordinance updates are not scheduled for the legislative agenda anytime soon. This report is a kick-off for public discussion. Proposed changes include: 1) updates the criteria which will allow cities the flexibility of utilizing a supplemental criteria in the selection process so they are not bound to only selecting the lowest bidder; 2) tightens the enforcement of responsible bidding and apprenticeship utilization; and 3) updates relating to achieving 15% apprenticeship across skilled trades where there have been challenges in meeting the 15% quota. The updates are required for public works contracts in line with state law.
4. Electric vehicles ordinance

Council President Beggs presented the proposed electric vehicles ordinance. RCW 43.19.648 mandates the use of vehicles run by electricity or biofuels in public fleets. A June 2018 report revealed the city was likely out of compliance with the law. This ordinance is designed to bring the city into compliance by prioritizing the purchase of electric and biofuel vehicles throughout the fleet where practicable. Under this ordinance, the following would be included: 1) each replacement vehicle purchased will be powered by electricity or biofuel to the extent determined practicable by the rules adopted by the Department of Commerce; 2) by the end of 2021, Fleet Services shall provide PIES a plan for reaching the 100% clean fuel goal; 3) purchases of non-electric or biofuel vehicles should be deferred a minimum of two years to see if an electric or biofuel vehicle that meets those same needs comes on the market in that time; and 4) the total life cycle cost of a vehicle will be taken into account when determining the economic feasibility of electric or biofuel vehicle purchases.

5. Greenhouse Gas Ordinance

Council President Beggs reviewed proposed amendments to SMC 15.05.005, 15.05.020 and 15.05.060 updating the city's greenhouse gas reduction goals which align with new state targets. This ordinance also includes updating reporting requirements and adding considerations on equity.

6. Sustainability Action Plan update

Kara Odegard presented an update on the Sustainability Action Plan which expands and updates the Spokane's 2009 Sustainability Action Plan. It identifies specific strategies and actions which facilitate meeting the 100% renewable energy goals as adopted by the city in 2018. The plan also identifies regulations set by the state to address greenhouse gas emissions. The first draft of the plan is scheduled to be released next week for public feedback. Over a six-month period, members of the community will have the opportunity to provide input on the recommendations contained in the plan. In addition to gathering public input, there will be an education component for citizens and local organizations. Public comments will be collected and provided to City Council for consideration along with the detailed recommendations from the SAS. The plan is targeted to be adopted into policy by September 2021.

B. Staff Requests

1. Safe Routes to School and WSDOT Pedestrian/Bike Grants

Inga Note reviewed the projects which have been short-listed for grant funding under the Safe Routes to School, and Pedestrian and Bicycles program. The list assumes \$18 million in funding for the Pedestrian Bicycle Program and \$19.5 million for Safe Routes to School. Safe Routes to School projects submitted for funding include: 1) Shaw Middle School – Garland Avenue Pathway; Bemiss Elementary Walk Route Improvements; 3) Finch Elementary Walk Route Improvements; and 4) Nevada/Joseph Pedestrian Hybrid Beacon. The Greene/Carlisle Crosswalk Pedestrian Hybrid Beacon and sidewalk project has

been submitted for the Pedestrian and Bicycle Program in the amount of \$1.3 million. The legislature will determine the final funding amount and finalize the awards by June 2021.

2. Highway Safety Improvement Grants

Inga Note provided an overview of the Highway Safety Improvement program designed to reduce fatal and serious injury crashes. The city was awarded funding to install Pedestrian Hybrid Beacons (HAWKS) at existing crosswalks on Division at Rhoades-Weile, Longfellow and Everett. Construction costs are eligible for 100% funding, authorized by April 2023, and a 10% match is required for all other phases of the project.

3. Ray-Freya alternatives analysis

Inga Note presented an update on the Ray-Freya alternatives analysis. The city hired consulting firm David Evans and Associates to identify alternative capacity improvements on 37th Avenue at the Ray and Freya intersections. Study goals include: estimate 20-year growth, evaluate future conditions on Freya, Ray and Regal, evaluate alternatives to improve traffic flow, and review options for pedestrian and bicycle improvement. Three alternatives under review include: 1) placing signals at Ray and 37th, and at Freya and 37th; 2) roundabouts at Ray and 37th, and Freya and 37th and 3) the existing conditions. Inga reported on comments derived from an online public survey. Of the 143 citizens who responded to the three-week survey, 33% were from the Southgate neighborhood, 24% from Lincoln Heights and 10% from Spokane County. Areas of concern reflected in the survey were: 1) 29th and Regal; 2) lack of safe bike/pedestrian crossings; 3) Regal, south of 44th; 4) 37th and Regal; 5) 37th and Ray; 6) lack of pedestrian facilities; and 7) lack of bicycle facilities. Inga outlined the following schedule: 1) continue to evaluate feedback; 2) analysis of additional alternatives, including roundabout at 37th and Freya, and curve between 37th and Ray; 3) evaluate non-motorized improvements; 4) online meeting in May; and 5) finalize recommendation and study report in May.

4. Peaceful Valley landslide update

Kyle Twohig presented an overview of a sub-surface landslide which recently occurred impacting both city and private property near the intersection of Clarke Avenue and Elm Street in Browne's Addition. Trees have been cut and removed, and nearly 2,000 yards of dirt and sand have been placed at the bottom of the slope to resist sliding and protect an existing retaining wall at the bottom of the slope. Geotechnical drilling has been completed, and inclinometers and piezometers have been installed. Kyle explained close communication is being maintained with property owners and nearby apartment complex property management companies. Staff is coordinating alteration of the South Gorge Trail project as to avoid project delays as much as possible. Avista is installing new poles to re-route facilities away from the hillside. Geotechnical data will continue

to be reviewed and staff is reviewing potential design solution. Following review of design options staff will execute a design contract.

5. Extension of U-Help requirement flexibility

Marlene Feist presented a proposed ordinance designed to extend flexibility to customers to access U-Help support for utility bills. Since the start of the pandemic more than a year ago, the number of accounts delinquent for 90 days or more has grown by about 3,500, and more customers are behind by multiple months. Marlene reported in January 2021, 4,679 accounts were delinquent for 90 days or more, compared to approximately 1,100 during the same time last year. At the beginning of the COVID-19 emergency, City Council approved an ordinance that waived specific requirements in the SMC to access U-Help utility bill assistance to allow more people to receive help. The proposed ordinance extends the flexibility for access to U-Help support until Dec. 31, 2021.

6. Every other week recycling implementation update

Dustin Bender presented an update on the every other week recycling service for residential customers scheduled to begin May 3. The change is designed to manage escalating costs for the recycling program without charging customers more. If customers discover they require a larger cart than their current one, they may call 3-1-1, and a 96-gallon cart will be provided at no additional cost. Deliveries on requests for larger carts are scheduled for June. Detailed information, including a collection map showing Week A and B pick-up schedules, 2021 calendar and FAQs may be found at the [city website](#).

7. SRTC Call for Preservation Projects

Kevin Picanco presented a grant opportunity through SRTC for preservation projects to be funded with FHWA Surface Transportation Block Grant (STBG) funds. Project locations must be designated arterial roadways and the grant scoring criteria favors principal arterials over minor and collector arterials. The maximum award amount is \$1 million per application and \$2 million per agency. The City is planning to submit three to four applications. Kevin reviewed the potential locations that meet the grant criteria which are under consideration. Grant applications will be submitted in April and grant awards are scheduled to be announced this summer.

8. Spokane Regional Transportation Council Interlocal Agreement update

Council President Beggs explained the state legislature enacted a new RCW requiring all Metropolitan Transportation Organizations to provide voting membership to tribes. Response deadline is August 2021. Two tribes in our region are eligible to join the organization, including the Spokane and Kalispell tribes. This measure will increase the size of the board to 21 members. A proposed agreement is expected to come before City Council for consideration in the next 1-2 months.

9. 2021 Aquatics program funding support resolution

Garrett Jones presented a proposed resolution supporting supplemental funding in the amount of \$220,000 for the 2021 aquatics program. Park Fund revenue is not back to pre-COVID levels and may only support a modified aquatics season consisting of learn-to-swim programs, very limited free open swim access and a maximum capacity of 12,996 visitors. With the support outside funding, the aquatics program could be expanded to include increased open swim time, potentially longer season and increased maximum capacity to almost 58,000 visitors.

10. Confirmation packets for three exempt positions

Amber Richards presented three Mayoral appointments for City Council confirmation, including Marlene Feist to serve as Public Works director, Richard Giddings as Fleet Services director and Jeff Teal as Facilities director. Amber reviewed the screening and selection process. Council Member Kinnear asked about the timing on filling the Office of Civil Rights position, a vacancy the council has been waiting to fill for about four years. Amber explained there are ongoing conversations with Neighborhoods, Housing, and Human Services in getting the process underway. Council Member Cathcart requested the timeline on when a pool of candidates will be established to fill the Planning director position. Amber explained they have initiated procurement for running those recruitments. Council Member Mumm said while there are a number of positions which need to be filled, she is willing to wait on those until the Civil Rights position is filled. Council President Beggs suggested hiring a project employee for the Civil Rights position in the interim until the permanent position is filled. Amber will research this option and report back to City Council.

Strategic Plan Session

A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects

- No report for this meeting.

B. Priority Strategy 2. Repurposing public property to stimulate private investment

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

Consent items

1. Technical drinking water quality report (Water)
2. Interlocal agreement with SIA for water main (Engineering)
3. MurraySmith engineering consultant contract for water model calibration (Integrated Capital Management)
4. Consolidated Supply value blanket renewal for service brass and ball valves (Water & Hydroelectric Services)

5. Nalco Company contract for chemical management and water treatment at the WTE (Solid Waste Disposal)
6. Knight Construction contract for installation of fabric filter bags at the WTE (Solid Waste Disposal)
7. Knight Construction contract renewal for the mechanical repairs at the WTE (Solid Waste Disposal)
8. Dresser Rand contract renewal for turbine generator repairs and maintenance at the WTE (Solid Waste Disposal)
9. Utility Information System contract extension (ITSD)
10. SBO for National League of Cities grant (City Council)
11. Willis Towers Watson Insurance Services West contract amendment (Legal)
12. Hatch Road Bridge design contract amendment (Engineering)

Executive session

None.

Adjournment

The meeting adjourned at 3:14 p.m.

Prepared by:

Pamela Clarke

Approved by:

Chair

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	City Council
Subject:	Spokane Regional Transportation Council Interlocal Agreement
Date:	April 26, 2021
Contact (email & phone):	Mike Piccolo (mpiccolo@spokanecity.org/625-6237)
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<p><u>Background/History:</u> Pursuant to State law, a regional transportation planning organization (RTPO) may be formed through voluntary association of local governments. By prior agreements, the parties to this interlocal agreement have previously created and continued a voluntary association know as the "Spokane Regional Transportation Council" (SRTC) for the purpose of providing regional transportation planning within its boundaries pursuant to state and federal law.</p>	
<p><u>Executive Summary:</u></p> <p>The parties to the current SRTC interlocal agreement created a working group consisting of board members and their respective attorneys to review the current agreement in light of changes to state law governing board membership. After numerous meetings and revised drafts, the work group unanimously approved the final draft with the recommendation that SRTC forward the agreement to the participating agencies for approval by the end of May of 2021.</p> <p>The main impetus for updating the ILA was the need to come into compliance with RCW 47.80.020 (2), which requires a regional transportation planning organization (RTPO) to provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the RTPO. The updated ILA provides that federally recognized tribes within SRTC's boundaries shall be offered a voting position on the Board promptly following ratification of the ILA. The SRTC Board shall review compliance with RCW 47.80.020 every two years following the date of ratification or whenever the ILA is modified pursuant to State law. The details of the voting membership for recognized tribes will be set out in a separate memorandum of understanding or similar document prepared between SRTC and the participating tribe. In anticipation of tribal membership with the Spokane Tribe and the Kalispel Tribe, the ILA provides for a voting director position for each individual tribe.</p> <p>The ILA also expands the total number of voting directors to include:</p> <ol style="list-style-type: none"> 1) two tribal positions, 2) one addition position for Spokane Valley due to its population increase over 100,000, 3) Three additional positions for cities whose populations have increased to qualify for a voting position and 4) One position for a rail industry representative. 	

A position is also retained for the Spokane International Airport in anticipation of its future participation on SRTC.

The weighed voting procedure was retained with slight modification to the matrix.

The interlocal agreement has also been revised to make a number of technical updates.

Budget Impact:

TOTAL COST:

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

**INTERLOCAL AGREEMENT
RELATING TO
THE FORMATION AND OPERATION OF
THE SPOKANE REGIONAL TRANSPORTATION COUNCIL
AND OTHER MATTERS RELATING THERETO**

Spokane Regional Transportation Council
421 W Riverside Ave.
Spokane, Washington 99201

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Return To:

Spokane Regional Transportation Council
421 W. Riverside Ave., Ste. 500
Spokane, WA 99201

**INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND
OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION
COUNCIL AND OTHER MATTERS RELATING THERETO.**

This AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington (**County**), the City of Spokane, a municipal corporation of the State of Washington (**Spokane**), the City of Spokane Valley, a non-charter code city of the State of Washington (**Spokane Valley**), the Washington State Department of Transportation, an agency of the State of Washington (**WSDOT**), the Washington State Transportation Commission (**WSTC**), the Spokane Transit Authority, a municipal corporation of the State of Washington (**STA**), and other Cities and Towns within Spokane County, each a "**Party**" and jointly the "**Parties**."

RECITALS

WHEREAS, a regional transportation planning organization (**RTPO**) may be formed through voluntary association of local governments as set forth in RCW 47.80.020;

WHEREAS, an RTPO shall encompass "one complete county," "have a population of at least 100,000," and "at least 60% of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population;" and

WHEREAS, RTPOs are intended to be integrated with the metropolitan planning organization program in urbanized areas (WAC 468-86-060).

NOW, THEREFORE, it is hereby agreed by the Parties:

Section 1. NAME/ORGANIZATION

By prior agreements, the Parties previously created and continued a voluntary association known as the "Spokane Regional Transportation Council" (**SRTC**) for purposes of providing regional transportation planning within its boundaries pursuant to state and federal law. The Parties hereby reaffirm and continue the existence of SRTC through this Agreement. Upon ratification of this Agreement as set forth herein it shall supersede all prior repealed agreements listed herein and the Parties expressly hereby rescind and repeal:

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated April, 2013.

For historical and chronological reference and without reviving any prior terms of any repealed agreement, listed below are the prior agreements regarding SRTC:

Agreement creating the Spokane Regional Planning Conference, Spokane, Washington, dated December 15, 1966.

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning Conference, Define its Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

An Amended Agreement between Spokane County, Washington, and the City of Spokane, Washington, and other municipalities, to form Spokane Regional Council, Define its Organization and Powers, and Establish Regional Council Jurisdiction Area, dated August 15, 1984.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and Other Cities and Towns within Spokane County, to form a Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated October 12, 1993.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

Section 2. PURPOSE AND DESIGNATION

The purposes of this Agreement are:

A. To reaffirm the creation and continued existence of SRTC as the state Regional Transportation Planning Organization (RTPO) for the incorporated and unincorporated area of Spokane County pursuant to chapter 36.70A RCW (Growth Management Act)

and chapter 47.80 RCW (Regional Transportation Planning Organizations), each as currently adopted or as amended; and

B. To reaffirm and continue the designation of SRTC as the federal Metropolitan Planning Organization (MPO) for the region and any designated Transportation Management Area (TMA) within the incorporated and unincorporated areas of Spokane County pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, each as currently adopted or as amended.

This Agreement is not intended to constitute any change in SRTC's status as the region's RTPO or MPO and the Parties hereby find that the execution of this Agreement is not a redesignation of the MPO pursuant to 23 CFR § 450.310(j).

Section 3. POWERS, FUNCTIONS AND DUTIES OF SRTC

A. BOUNDARIES AND AREA OF JURISDICTION

The boundaries of SRTC shall be the boundaries of Spokane County, Washington and shall include all incorporated and unincorporated area of Spokane County, Washington. If required by the laws or regulations of the State of Washington or of the government of the United States of America, the boundaries and jurisdiction of SRTC shall automatically change to include contiguous areas across county or state boundaries or borders, as designated by the appropriate governmental agency.

B. REGIONAL TRANSPORTATION PLANNING ORGANIZATION

SRTC shall conduct and administer regional transportation planning and funding programs and shall perform and execute all powers, functions and responsibilities of the region's RTPO pursuant to chapter 47.80 RCW and chapter 468-86 WAC, as currently adopted or as amended.

C. REGIONAL TRANSPORTATION DUTIES

SRTC shall: (1) prepare and periodically update a transportation strategy for the region; (2) prepare a transportation plan in cooperation with WSDOT, STA, and local governments that is consistent with countywide planning policies under Chapter 36.70A RCW; (3) certify that the transportation elements of comprehensive plans adopted within the SRTC boundaries comply with RCW 47.80.023(3); (4) develop a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs, as well as, transportation demand management measures; and (5) review level of service methodologies for cities and counties planning under Chapter 36.70A RCW to promote a consistent regional evaluation of transportation facilities and corridors (RCW 47.80.023(8)).

D. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

SRTC shall perform and execute all powers, functions and responsibilities of the region's MPO pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, as currently adopted or as amended, including the preparation and annual update of the Metropolitan Transportation Plan for the region.

E. TRANSPORTATION MANAGEMENT AREA

SRTC shall perform all of the functions necessary to support designated TMAs within its boundaries by addressing congestion management within the multimodal transportation system, all pursuant to 23 CFR Part 450 and 23 CFR § 500.109.

Section 4. SRTC BOARD OF DIRECTORS

A. BOARD COMPOSITION

The SRTC Board of Directors (**Board**) is the policy board providing advice and guidance to SRTC (the RTPO and the federal MPO). The composition of the Board shall at all times conform to all applicable laws and regulations for voting and non-voting membership, with representation and/or participation on the Board pursuant to chapter 47.80 RCW; 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450. In the event of a change in the above-cited state or federal laws and regulations requiring a change to the composition of the Board, such change shall be completed prior to the effective date set forth by statute or regulation.

B. TRIBAL MEMBERSHIP

RCW 47.80.020(2) states:

In order for a regional transportation planning organization to be eligible to receive state funds that are appropriated for regional transportation planning organizations, a regional transportation planning organization must provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the regional transportation planning organization. Any federally recognized tribe that holds reservation or trust land within the planning area of a regional transportation planning organization and does not have voting membership in the regional transportation planning organization must be offered voting membership in the regional transportation planning organization every two years or when the composition of the board of the regional transportation planning organization is modified in an interlocal agreement.

In accordance with RCW 47.80.020(2), each federally recognized tribe within the SRTC boundaries shall be offered a voting position on the Board as set forth in this Agreement promptly following the ratification of this Agreement. The Board shall review and ensure

SRTC's compliance with RCW 47.80.020 every two years following the date of ratification of this Agreement or whenever this Agreement is modified.

C. VOTING PARTIES

Effective with the ratification of this Agreement, the Board shall be comprised of 21 voting representatives known as the "**Directors**": The number of Directors are based upon the Representative Entity.

VOTING BOARD POSITIONS - Representative Entity	Number of Director Seats available	Total Number of Directors
Spokane County	2	2
City of Spokane	2	2
City of Spokane Valley	2	2
Tier Two Cities/Towns (<i>population</i> ¹ <i>range 1,501-95,000</i>) ²	1 seat per City	6
Tier One Cities/Towns (<i>population</i> ≤ 1,500) ³	1 shared seat	1
Spokane Transit Authority	1	1
WSDOT	1	1
WSTC	1	1
Qualifying Tribal Government	1 seat per Tribe	2
Spokane International Airport Board	1	1
Representative of Major Employer within SRTC boundaries	1	1
Representative of Rail Industry	1	1
TOTAL VOTING DIRECTORS		21

If applicable, a change in the official population estimate of a city or town will automatically result in such city automatically utilizing the same number of Director appointments as other cities or towns of the same population tier in the table above, Population estimates

¹ Population is determined using the most recent Decennial Census numbers, as annually updated and estimated by the Department of Commerce, Office of Financial Management.

² Tier Two Cities/Towns currently consist of Airway Heights, Cheney, Deer Park, Liberty Lake, Medical Lake and Millwood

³ Tier One Cities/Towns currently consist of Fairfield, Latah, Rockford, Spangle, and Waverly

for purposes of Board representation shall be based on the published materials of the Washington State Department of Commerce, Office of Financial Management.

In addition to the voting Directors, the Board shall have up to 17 *ex officio* (nonvoting) Directors of the Board:

NONVOTING BOARD POSITIONS – Representative Entity	Number of Seats Available	Total Number of Directors
Chair of Transportation Advisory Committee	1	1
Chair of Transportation Technical Committee	1	1
All Elected State Legislators within SRTC boundaries ⁴	Up to 15	15
TOTAL NONVOTING DIRECTORS		17

D. APPOINTMENT OF DIRECTORS AND ALTERNATES

1. Directors with Voting Rights

- a. Voting Directors and alternates shall be appointed by their representative entity according to the procedures of the appointing entity.
- b. Directors and alternates appointed by Spokane County and the incorporated cities and towns shall be an elected official of the appointing jurisdiction.
- c. Spokane County and the incorporated cities and towns shall provide written notice of their Director and/or alternate appointment(s) to SRTC not later than sixty (60) days after ratification of this Agreement. Thereafter, appointments shall be provided to SRTC not later than March 1 following the expiration of a Director's term of appointment.
- d. Directors and/or alternates appointed by the State of Washington shall be appointed in accordance with the respective procedures of WSDOT and WSTC.
- e. The Director representing Spokane Transit Authority shall be the Chief Executive Officer (CEO) of the Authority or an alternate as designated by the CEO in writing.

⁴ Legislative Districts 3, 4, 6, 7, 9 are currently within the boundaries of SRTC.

- f. The Director representing Spokane International Airport shall be the Chief Executive Officer (CEO) of the Spokane International Airport or an alternate as designated by the CEO in writing.
 - g. A voting Director or alternate may exercise full voting rights on the Board immediately upon receipt of the written notice of appointment by SRTC.
 - h. Alternates for a voting Director shall serve in the same representative capacity for the appointing entity as the voting Director.⁵ The duration of an alternate's appointment shall be set forth in written notice to SRTC.
 - i. Directors appointed by the SRTC Board shall be appointed annually to a three-year term from January 1 through December 31 of each year.
 - j. The Board representatives for a Major Employer and the Rail Industry shall be recruited by the Board and confirmed by a majority vote of the Board.
2. *Ex officio* Non-Voting Directors
- a. Elected State Legislators of any legislative district that is wholly or partially within the boundaries of SRTC may attend and participate in any SRTC Board member during their term of office.
 - b. Directors serving on the SRTC Board by virtue of their status as the chair of the Transportation Technical Committee (TTC) or Transportation Advisory Committee (TAC) shall be deemed Directors concurrent with their term as the TTC or TAC chair.

E. DIRECTOR TERMS, REMOVAL AND VACANCY

- 1. All Directors shall be appointed to a term of three (3) years or the remaining term of office for the departing Director, whichever is less. Each Director shall hold office until their successor has been selected, unless such person is legally ineligible to hold such position due to expiration of the elected term, resignation, or other required precedents to appointment.
- 2. When a Director has three unexcused absences from regular Board meetings during a calendar year, the Board, following an approved motion, shall send a letter to the representative's Party requesting that a new Director be appointed to the Board. An excused absence shall be approved by motion and majority approval of the Board at the meeting from which the Director is absent or at the next regular meeting immediately following the Director's absence.
- 3. In the event a Director leaves elected office or an appointed position is no longer entitled to a position on the Board, the Director position shall be deemed vacant. Thereafter, the representative entity shall appoint a new Director and notify SRTC of the appointment in writing. An appointed alternate may temporarily fill the

⁵ For avoidance of doubt, an alternate for an elected official must be an elected official from the same jurisdiction or based on the membership category from either a Tier One or Tier Two City/Town.

vacant position until such time as written notice of a new Director appointment is received by SRTC.

F. MEETINGS AND QUORUM

1. The Board shall hold regular monthly meetings, pursuant to public notice and conduct its regular and special meetings in accordance with chapter 42.30 RCW (Open Public Meetings Act). The Chair may call special meetings of the Board as deemed necessary and shall call a special meeting at the request of a majority of the Board. All committees of the Board shall comply with chapter 42.30 RCW as applicable.
2. A quorum for the purpose of conducting business at any regular or special meeting shall consist of a simple majority of the voting Directors of the Board or designated alternate as applicable.
3. In the event that any available voting Director position on the Board is vacant due to lack of an appointment by the representative entity, such vacant position shall not be included in determining the quorum necessary for Board action.
4. Voting Directors of the Board, or their appointed alternates, shall be entitled to cast a single vote in favor of or against any action, provided, the right to cast a vote shall be dependent upon attendance in accordance with the adopted bylaws or rules of procedure at the regular or special meeting at which the action is taken.

G. WEIGHTED VOTING

1. To provide a measure of proportionate representation between the Parties, the Board shall utilize a weighted voting process, which may be requested on any action item by any two voting Directors from different representative entities. A request for a weighted vote shall be stated on the record and seconded by another voting Director either: (1) prior to the vote on the proposed motion; or (2) after the vote but prior to the Board taking action on the next immediate agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter, with the weight of each vote calculated according to the percentages set forth as Attachment 1, Weighted Voting Matrix. If the weighted vote achieves greater than fifty percent (50%) of the vote or 22 votes, the weighted vote shall take precedence over a prior non-weighted vote.
2. A weighted vote may not occur with respect to the adoption of bylaws and rules of procedure (See Section 5(A)), the appointment or discharge of the Executive Director (See Section 5(C)(1)) and adoption of the SRTC budget (See Section 7).

Section 5. POWERS AND DUTIES OF SRTC BOARD OF DIRECTORS

A. Consistent with the terms of this Agreement, the Board shall adopt bylaws and/or rules of procedure for the conduct of business, including identifying a regular meeting day, time and location, adopting a standardized agenda format and such other matters

relating to the conduct of the Board's business. Such bylaws or rules shall be adopted and amended by affirmative vote of two-thirds of the voting Directors of the Board.

B. The Board shall prepare and adopt a proposed annual work program and budget for each calendar year.

1. The detailed annual work program shall list specific work projects to be undertaken by SRTC. The Executive Director or designee shall confer with and inform the Parties concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs and expenses to each Party.
2. The Executive Director shall submit the proposed work program and budget for the next calendar year to the Board not later than September 15 annually. Upon approval by the Board, the SRTC budget and related contributions shall be approved or rejected by each Party and notice of such approval or rejection shall be provided to SRTC not later than November 1 of each year. Parties which have not previously been required to contribute funds toward the SRTC annual budget, or Parties who have annual contributions increased by more than 15% over the prior calendar year's contribution shall be given written notice of such proposed increase at least one year in advance of any such increase.
3. Following a request from a Party to perform services on a specific project that is not identified in the work program, the Board may impose a special assessment on the requesting Party. The special assessment shall cover all costs and expenses associated with the specific project and shall be documented in a writing signed by the Party and SRTC.
4. The annual budget and/or work program of the Council may be amended in the same manner as originally adopted pursuant to this Agreement, provided such amendment does not require additional budget appropriations from the Parties in excess of the contributions already adopted for that budget year.

C. Within its adopted budget, the Board shall determine the positions, duties, and working conditions of employees to conduct the work of SRTC, including the duties and authority of an Executive Director.

1. The Executive Director shall be appointed by and serve solely at the pleasure of the Board, provided the appointment or discharge of the Executive Director shall require the affirmative vote of at least two-thirds of the voting Directors of the Board.
2. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board, subject to the annual adopted budget.

3. Unless otherwise determined by the Board, employees are at-will and shall be hired, terminated, and work under the direction of the Executive Director.

D. In addition to other powers set forth in this Agreement, the Board is authorized to conduct all necessary business of SRTC and shall have the power to:

1. Retain an Executive Director and fix the salaries, wages and other compensation of all officers and employees of SRTC in a manner consistent with similar professional work;
2. Adopt and revise employee policies plus other conditions of employment;
3. Employ or contract with such engineering, legal, financial and other specialized personnel as may be necessary to accomplish the purposes of SRTC;
4. Approve and authorize application(s) for or acceptance of any grants, provided, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair;
5. Contract with the United States or any agency thereof, any state or agency thereof, any county, city, special purpose district or governmental agency and any private person, firm or corporation for the purpose of receiving grants or other financial support necessary to accomplish the purposes of SRTC;
6. Adopt such policies and procedures as deemed necessary and appropriate to comply with all applicable laws and regulations of the State of Washington for the operation of SRTC;
7. Have all other powers that are necessary to carry out the purposes of SRTC under chapter 47.80 RCW, and chapter 468-86 WAC and 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450 as currently adopted or as amended.

E. All actions taken by the Board shall be motion or resolution approved by a favorable vote of a majority of those voting Directors present

Section 6. OFFICERS AND STANDING COMMITTEES

A. Officers and Elections:

1. The Board shall select a Chair and Vice-Chair ("**Officers**") from among the voting Directors . The Officers shall be elected by majority vote of the Directors at the first regular meeting of the calendar year. Only representatives who are elected officials may be Officers. *Ex officio* and non-voting Directors may not serve as Officers.

2. To be eligible for the Chair position, a Director shall have served on the Board for at least one year prior to taking office as Chair and shall hold a voting position on the Board.
3. The term for each Officer position shall be one year.
4. The office of the Chair shall rotate on a yearly basis among the following Parties in the following sequence beginning on January 1, 2022 as follows:
 - a. Towns and cities, excluding the cities of Spokane and Spokane Valley;
 - b. City of Spokane;
 - c. Spokane County; and
 - d. City of Spokane Valley.

In any year, the rotation for the office of the Chair may be altered at the request of the jurisdiction holding the right to the Chair position, upon motion and approval of a majority of the voting members of the Board, at a regular or special meeting of the Board.

5. The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of the Chair; provided, if the Chair is permanently unable to preside, the Board shall select a new Chair following the rotation set forth in Section 6(A)(4). If a vacancy in the office of Vice Chair exists, the Board shall select a new Vice Chair for the remainder of the vacated term. If neither the Chair nor the Vice Chair is available, a majority of the remaining Board may by a majority vote of those present appoint a presiding officer for one meeting.

B. Board Committees

The Board shall create or maintain the following standing committees:

1. Administrative Committee
2. Transportation Advisory Committee
3. Technical Advisory Committee

C. A quorum for the purpose of transacting committee business shall consist of a simple majority of the members present. No committee shall have the authority to bind the Board or SRTC. The Board shall further define the duties and powers of each Committee by Resolution to contain at a minimum the statement of purpose, duties, responsibilities, and other matters, provided, the Board shall not delegate any of its decision-making authority to any Committee.

D. The Board may create *ad hoc* committees as it deems necessary, subject to Section 6(C), above.

Section 7. ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES

After approval of the SRTC budget, no Party may terminate or withhold its financial contribution to SRTC during the stated budget year.

A. It is anticipated that most projects and programs of SRTC will involve mutual benefit to the Parties, whether direct or indirect. Costs of the annual budget expenditures shall be divided among the Parties as recommended by the Board and approved by the Parties in the budget approval process set forth in this Agreement. Additional financial contributions to SRTC may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Parties.

B. Upon approval of the annual SRTC budget by the Parties, each funding Party shall submit its financial contribution to SRTC on or before January 20 of the new budget year. All such funds contributed to SRTC shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Party as so agreed upon by the Parties; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. These funds shall be used in accordance with the adopted work plan and budget.

C. The Executive Director may make expenditures pursuant to the approved SRTC budget, work plan, and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

D. Payment of all claims shall be signed by the Executive Director or designee and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment or as arranged by the Board.

Section 8. REAL AND PERSONAL PROPERTY

A. The Board may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of personal property necessary to accomplish the terms of this Agreement as determined by the Board, and upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply personal property, personnel and services to SRTC or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

B. SRTC shall not acquire or own real property.

Section 9. INSURANCE

The Board shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Board. Insurance

coverage for comprehensive general liability, auto liability, employment practices liability, public official errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

Section 10. RELATIONSHIP BETWEEN SRTC, CITY, TOWN AND COUNTY GOVERNMENTS

This Agreement is not intended to, and does not, supersede any duties or responsibilities under chapter 36.70A RCW of a governing body or planning commission for any city, town or the County.

Section 11. TERMINATION OF MEMBERSHIP

A Party may terminate its participation in this Agreement by giving written notice to the Board prior to August 1 of any year, to be effective on December 31 of that year. With the exception of the County, any other Party's termination of participation in this Agreement shall not constitute a modification of this Agreement as defined in Section 14 below.

Section 12. EFFECTIVE DATE AND BINDING AGREEMENT

The effective date of this Agreement shall be upon ratification of this Agreement by the County and at least 60% of the cities and towns within Spokane County representing at least 75% of the cities' and towns' cumulative population. Upon acceptance and approval, this Agreement shall be binding upon the Parties and their successors, and assigns.

Section 13. NEW MEMBERS

New members may be added to this Agreement and SRTC as follows.

A. A newly organized city or town may join SRTC and become a Party to this Agreement upon submitting the acceptance and certification form (Attachment 2), which acknowledges a request from the governing body to join SRTC as a party to this Agreement.

B. For other new members, the Board shall review the request for membership with such member being admitted based upon the unanimous consent of the Parties.

C. New members, upon joining SRTC, shall be assessed a pro rata financial contribution pursuant to Section 7 herein.

Section 14. MODIFICATION

This Agreement may be modified by the unanimous consent of the Parties.

Section 15. SUCCESSOR IN INTEREST

SRTC shall be the successor in interest to all grants, contracts, and other documents entered into by SRTC's predecessor, the Spokane Regional Transportation Council.

Section 16. DEFAULT

Failure by any Party to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Board to the defaulting Party shall constitute an "Event of Default."

Section 17. REMEDIES

Upon an Event of Default by a Party, the Board may at any time, without waiving or limiting any other right or remedy, pursue any action allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, to include recovery of attorney's fees and other costs.

Section 18. GENERAL TERMS

A. This Agreement contains terms and conditions agreed upon by the Parties. The Parties acknowledge there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

B. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

C. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

D. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

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

F. The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

Section 19. CHAPTER 39.34 RCW REQUIRED CLAUSES

A. PURPOSE

See Section No. 2 above.

B. DURATION

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

This Agreement continues the existence of the Spokane Regional Transportation Council, a separate entity from the Parties. The Board shall administer the joint and cooperative undertakings set forth herein.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

This Agreement may be filed with the County Auditor or published on the Parties' websites, as available.

F. FINANCING

See Section Nos. 5 and 7 above. The Board, or any of the Parties hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

G. TERMINATION

See Section No. 11 above.

H. PROPERTY UPON TERMINATION

Any Party terminating its role as a member of the SRTC Board of Directors as provided for in Section 11 above shall forfeit any ownership interest in any personal property owned or held by SRTC.

Personal property acquired by SRTC in the performance of this Agreement shall be disposed of by the Board upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Parties according to the contribution made by the Party as set forth in this Agreement.

This Interlocal Agreement is approved by the Parties upon compliance with RCW 47.80.020 (see second Recital, page 1).

Attachment 2 contains the form of the signature page and certification to be submitted by the Parties.

ATTACHMENT 1

WEIGHTED VOTING MATRIX

Agency	Regular Vote	Weighted Vote ³
Airway Heights	1	2.0
Cheney	1	2.0
Liberty Lake	1	2.0
Medical Lake	1	1.0
Deer Park	1	1.0
Millwood	1	1.0
Southeast County Towns ¹	1	1.0
Fairfield		0.0
Rockford		0.0
Spangle		0.0
Waverly		0.0
Spokane Seat 1	1	3.5
Spokane Seat 2	1	3.5
Spokane County Seat 1	1	3.5
Spokane County Seat 2	1	3.5
Spokane Valley Seat 1	1	3.5
Spokane Valley Seat 2	1	3.5
Spokane Transit	1	2.0
WSDOT	1	2.0
Major Employer	1	1.0
Transportation Commission	1	1.0
Kalispel Tribe	1	1.0
Spokane Tribe	1	1.0
Freight/Rail Representative	1	1.0
Spokane Airports ²	1	2.0
Total	21	42.0

¹Fairfield, Latah, Rockford, Spangle, and Waverly

²Seat is not included in vote totals until Spokane Airports rejoins the SRTC Board.

³An affirmative weighted vote requires 22 or more total votes.

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, [NAME], the [POSITION] for the [ENTITY], hereby certify that the "INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS RELATING THERETO" was duly adopted at a regular/special meeting of the [ENTITY] that was held on [DATE], of which all members of [GOVERNING BODY] had due and lawful notice and at which a majority thereof were present; with the following vote recorded on the above INTERLOCAL AGREEMENT:

AYES, in favor thereof:

NOES:

ABSENT:

ABSTAIN:

I further certify that based on the above recorded vote, the INTERLOCAL AGREEMENT was approved at the above meeting; and that [ENTITY] is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2021.

[ENTITY]
Spokane County, Washington

By: _____
[NAME AND POSITION]

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Public Works Division
Subject:	Every Other Day Watering Resolution
Date:	April 26, 2021
Author (email & phone):	Marlene Feist, mfeist@spokanecity.org , (509) 625.6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water Conservation Master Plan; Public Works Strategic Initiative
Strategic Initiative:	Water Stewardship; Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Consider a resolution encouraging citizens to adopt an every other day watering pattern for the summer. Use as part of the education program around water stewardship
Background/History: Earlier this year, the City's Public Works Division briefed the Council on its water stewardship strategic initiative. The initiative is designed to promote water stewardship by the City and its citizens and businesses through multiple strategies that address use patterns by different customers and customer groups within our system. One strategy is to encourage the use of every other day watering of outdoor irrigation to promote lower water usage and healthy landscaping.	
Executive Summary: The Public Works Division would like City Council to consider a resolution encouraging an "every other day" watering schedule for City water customers. The resolution would encourage customers to water on odd or even days depending on their address. This is intended to be an education effort and will be part of videos and other "Waterwise" educational outreach over the next several months. Now is the time to start this irrigation schedule to allow landscaping to become accustomed to this watering schedule. The Parks Department has agreed to serve as an example for the community as well. The Every Other Day watering strategy helps to accomplish multiple goals: <ul style="list-style-type: none"> • Provides a strategy for citizens to use to keep their water costs more affordable, especially considering changes made to the tier structure as part of rate setting last fall. • Supports landscape health. Every other day watering encourages turf and other plants to develop better, deeper root systems that make them more resilient through hot summer weather. • Helps reduce summertime peak usage of water, which: <ul style="list-style-type: none"> ○ Is protective of the City's major water resources—the aquifer and Spokane River. ○ Supports a long-term goal of reducing capacity improvements in the water system over time. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Public Works Division
Subject:	Fluoridation Contract Amendment
Date:	April 26, 2021
Author (email & phone):	Marlene Feist, mfeist@spokanecity.org , (509) 625.6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Adopt an amended contract with the Arcora Foundation related to fluoridation; Adopt a resolution committing to a public review of information before developing next steps.
Background/History: In September of 2020, the City entered into a contract with the Arcora Foundation that would provide funding for fluoridation of the City's water system; the contract required the City to pay back any funds if it did not move forward with fluoridation. Arcora has agreed to allow the City to conduct a comprehensive study of a fluoridation system with its funding and not require repayment if the City doesn't proceed with the installation of such a system.	
Executive Summary: The City and Arcora need to sign an amended agreement to allow the City to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds. These funds would not have to be repaid regardless of whether the City proceeds with installing a fluoridation system. Additionally, the Mayor and Council have agreed to have a full public and transparent discussion to review the study's results and determine next steps. The City's ICM and Water departments are proceeding with drafting of an RFQ for the study.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	ONS & Public Works
Subject:	2021 Neighborhood Cleanup Program
Date:	April 26, 2021
Author (email & phone):	Marlene Feist, mfeist@spokanecity.org , (509) 625.6505 Carly Cortright, ccortright@spokanecity.org (509) 625.6263
City Council Sponsor:	
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee, Finance & Administration Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The Neighborhood Cleanup Program aligns with the goals of the Neighborhood Chapter of the Comprehensive Plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Delivering the best cleanup program for the neighborhoods in 2021 and providing a path for 2022.

Background/History:

The City's Office of Neighborhood Services and Solid Waste Collections Department have long worked together to create a robust neighborhood cleanup program that removes solid waste from neighborhoods while creating community. The pandemic has disrupted these operations, limiting what can be offered to the neighborhoods. The 2020 program was limited to WTE disposal passes that were distributed primarily through the mail with limited times for residents to use them. While our cleanup options remain limited for 2021, ONS and Solid Waste Collections have collaborated to create a program that addresses some of the most pressing concerns while preparing for a more normal program rollout in 2022.

Executive Summary:

For 2021, we had recommended limiting cleanup options to transfer station passes for the following reasons:

- Most other cleanup options favored by the neighborhoods require a gathering of neighborhood volunteers and residents that remain restricted at this time.
- Extra pickups additionally remain a challenge because they require SW employees to pick up extra trash—with a possibility of virus contamination.
- Our employees are just now becoming eligible for vaccines. While additional cleanup options would be possible with vaccines, our staff cannot accommodate 29 neighborhood cleanups in a few months in the fall.

We have developed a compromise:

- Solid Waste Collections staff can accommodate as many as 16 neighborhood cleanups from September through the first couple weeks of November (9 to 10 curbside pickups and 6 roll-off container events), if the neighborhoods want to go through a prioritization exercise.
- Roll-off events could be located in a central location for two smaller neighborhoods to accommodate more locations.
- Those neighborhoods that would participate in roll-off or curbside events likely would not participate in the disposal pass program.

- Decisions would have to be reached quickly in May to allow ONS to proceed with communication and marketing of the cleanup program.

Additionally, ONS and Solid Waste have modified the disposal pass program for this year to accommodate requests from the neighborhoods:

- Passes are usable for a longer period of time.
- The use of disposal passes is extended through the end of November.
- A digital pass system has been developed to allow for residents to have easy access to passes.
- Paper passes remain available for residents who don't have a computer or smart phone to access a digital pass.
- A promotional campaign will be used for social media, the web site, and other digital tools to educate the community about the program.
- Additionally, paper postcards are planned to be mailed to all residents to help ensure that all residents have an equal opportunity access the program. (This is a critical timing piece.)

Finally, ONS and Solid Waste could work to provide some additional opportunities for 2022. Savings from 2020 will be retained to be reinvested in the cleanup program. Solid Waste Collections reports a savings \$11,000 from 2020. (We wouldn't anticipate much in savings from 2021 if we proceed with our modified program.) We will engage the neighborhood representatives on how to invest those dollars.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Engineering
Subject:	Spokane International Airport Water Reservoir
Date:	4-26-2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the Water System Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of water reservoir site purchase
Background/History: <ul style="list-style-type: none"> The City's water system plan calls for a new water tank in the vicinity of the existing tanks at or near Spokane International Airport (SIA) to support growth in the West Plains PDA. The City has explored various sites including the SIA site and other nearby privately owned sites. The SIA site was the least cost alternative which met the various engineering site requirements. 	
Executive Summary: <ul style="list-style-type: none"> Because SIA property was acquired as federal surplus military property, use of SIA property is subject to federal law. That is, for SIA to permit use of airport property for uses other than those directly related to the airport, SIA must surplus the property. Federal law controls the surplus process for SIA property. The key regulation is that SIA must sell property to be surplus at market rates. FAA, the agency that implements the federal law pertaining to surplus, maintains that the fact that the City is a half owner of the airport is irrelevant. The City must pay the market rate for the property just as any private developer would. Furthermore, FAA maintains that the City must also pay SIA for the property beneath the two existing water reservoirs. An appraisal has determined the value of the proposed and existing reservoir sites is \$345,000. This cost is lower than all other available alternatives sites. Staff has begun the paperwork to effect this transaction. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Briefing Paper

Public Infrastructure and Environmental Sustainability Committee

Division & Department:	Neighborhood, Housing, and Human Services – ONS
Subject:	Chase Youth Commission
Date:	4/26/2021
Contact (email & phone):	Carly Cortright ccortright@spokanecity.org 625-6263
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Carly Cortright
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Urban Experience
Deadline:	5/10/21
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Contract Amendment
<p>Background/History:</p> <p>The Chase Youth Commission serves to provide an opportunity for youth to participate in government by advising and making recommendations to the City regarding policies and programs that improve quality of life for children and youth in the Spokane. The City has contracted with Chase Youth over the past few years for an annual amount of \$45,000. In 2020, we contracted with Chase Youth for a 5-year period (through 2024) to reduce the number of contract renewals and/or amendments needed to be brought forth for approval. Unfortunately, the language in that contract still requires approval of the annual fund allocation, defeating the purpose.</p> <p>The proposed contract amendment for approval instead commits the City to providing \$45,000 annually through 2024. It is the intent of the City to continue funding Chase Youth at this amount, and would reduce the number of times contracts are brought forth for approval and reduce delays in releasing funds.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> \$45,000 annual allocation to Chase Youth approved in 2021 budget Approval of contract amendment would guarantee \$45,000 in funds through 2024, but prevent need to present to Council for approval in 2022, 2023, and 2024 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane
**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

Title: **CITY OF SPOKANE AND
JAMES E. CHASE YOUTH COMMISSION
AND CHASE YOUTH FOUNDATION**

This Amendment to Memorandum of Understanding is made and entered into by and between the **CITY OF SPOKANE**, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the **JAMES E. CHASE YOUTH COMMISSION**, organized pursuant to section 4.23.010 of the Spokane Municipal Code, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Commission"); and the **CHASE YOUTH FOUNDATION**, a non-profit corporation, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Foundation"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement for the general purpose of providing a structure within local government to serve as a voice for youth, the City established the James E. Chase Youth Commission, to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane area children and youth; and

WHEREAS, a change or revision of the Agreement has been requested, thus, the original Agreement needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Agreement dated November 26, 2019 and December 3, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on May 1, 2021.

3. AMENDMENT.

The original Agreement is amended as follows:

5. ~~FUNDING. ((The City agrees for 2020 to provide a maximum not to exceed FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) to the Chase Youth Foundation as fiscal agent for the Chase Youth Commission for services provided by the Chase Youth Commission in the 2020 calendar year. Future annual funding allocations are sub-~~

~~ject to available funds, and shall be mutually discussed between the parties before allocation. Payment shall be made quarterly in arrears of services performed. Changes to the amount of funding shall be set forth in an amendment to the MOU.))~~ The City agrees to provide funding in the amount of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) per year to the Chase Youth Foundation as fiscal agent for the Chase Youth Commission for services provided by the Chase Youth Commission during the term of this MOU. This amount shall not be increased without written agreement of the parties. Payment shall be made quarterly in arrears of services performed.

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

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Dated: _____

JAMES E. CHASE YOUTH COMMISSION

By: _____
Title: _____

Dated: _____

CHASE YOUTH FOUNDATION

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-071

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Community and Economic Development, Parking Services
Subject:	Contract extension OPR 2013-0406 Duncan Liberty Meter Service Processing & Support for Parking Services
Date:	April 26, 2021
Author (email & phone):	Kris Becker, kbecker@spokanecity.org ; 509-625-6392
City Council Sponsor:	Karen Stratton
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	June 24, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Extend contract and continue support and services for on-street credit card enabled Duncan Parking Technologies, Inc. (DPT), Duncan Liberty Parking meters until December 24, 2021
Background/History: Initial contract with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. was a 5 year contract. Parking Services was able to get two additional extensions which allowed Parking Services to put out a RFP for paid parking equipment. This six-month contract extension allows the City to keep the current Duncan Liberty meters operating until December 24, 2021, while we finalize the new contracts and begin implementation for the new paid parking devices.	
Executive Summary: <ul style="list-style-type: none"> DPT provides wireless services, credit card processing and support for on-street DPT Liberty meters. Continued data and reports from DPT's Parking Enterprise Management Systems (PEMS) 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: 1460-21200-21710-54201 Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



City of Spokane

CONTRACT EXTENSION WITH COST

Title: DUNCAN LIBERTY METER SERVICE,
PROCESSING AND SUPPORT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and DUNCAN PARKING TECHNOLOGIES, INC. A SUBSIDIARY OF CIVICSMART, INC., whose address is 316 Milwaukee Street, Suite 202, Milwaukee, WI 53202, as "Dpt". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein DPT agreed to PROVIDE THE PARKING METER WIRELESS SERVICE, CREDIT CARD PROCESSING, AND SUPPORT FOR DUNCAN LIBERTY METERS FOR THE CITY; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated June 24, 2013, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective June 24, 2021.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

NONE.
4. **EXTENSION.** The contract documents are hereby extended and shall run through December 24, 2021.
5. **COMPENSATION.** The City shall pay TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY SIX NO/100 DOLLARS, (\$22,176.00) for everything furnished and done under this Contract Extension.

<p>DUNCAN PARKING TECHNOLOGIES, INC. A SUBSIDIARY OF CIVICSMART, INC.</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

<p>ATTEST:</p> <p>_____ City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____ Assistant City Attorney</p>
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Attachments that are part of this Contract Extension:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for the Purchase of Feeder and Grate Parts at the Waste to Energy Facility.
Date:	April 26, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Reliable operations supports good customer service; Innovative infrastructure – Sustaining our core principals
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the two-year value blanket with Hitachi Zosen Inova U.S.A. LLC.
Background/History: <p>The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement to maintain constant operation. They are specialized parts and have very long lead times. To ensure that parts are available on site when needed, they need to be ordered in various quantities depending on need, and well in advance of scheduled maintenance outages.</p> <p>On April 5, 2021 bidding closed on ITB 5383-21 for the as-needed annual requirement of feeder and grate parts for the Waste to Energy Facility. Hitachi Zosen Inova U.S.A. LLC, of Norcross, Georgia was the only respondent. The initial value blanket award would be for two years, spanning from July 1, 2021 through June 30, 2023 for a total cost of \$600,000.00 plus tax, with the option of three additional one-year renewals. This is an annual reoccurring expense that was planned for and budgeted in the 2021 Solid Waste Disposal Budget.</p>	
Executive Summary: <ul style="list-style-type: none"> Two-year Value blanket award to Hitachi Zosen Inova U.S.A. LLC, for feeder and grate parts at the WTE per their response to ITB 5383-21. Initial term would be from July 1, 2021 thru June 30, 2023 with the option of three (3) additional one-year renewals. Total cost for two-year term is \$600,000.00 plus tax. This is an annual reoccurring expense that was planned for and budgeted in the 2021 Solid Waste Disposal Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC – City Utility Relocations - Wilson & Company Contract
Date:	4/26/21
Author (email & phone):	kpicanco@spokanecity.org , (509) 625-6088
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	2 nd Amendment for Wilson & Company's Contract for additional cost to complete BNSF inspection work associated with COS - Regal/Cleveland/Grace Water & Sewer replacement project
Background/History: On Monday May 11, 2020, Council approved the declaration of Wilson & Company as a sole source provider and authorizing contract and the expenditure of approximately \$91,080 for BNSF Inspection services associated with the Rowan Force Main project without public bidding. The contract was amended in Sept., 2020 to cover a second City of Spokane project, the NSC - Regal, Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project, with the same BNSF inspection requirements to be conducted by Wilson & Company. This 2 nd amendment covers Wilson costs to complete the remainder of inspection activities. The 2 nd amendment amount is \$10,600; the revised total contract amount is \$149,260. WSDOT will reimburse the City for the costs incurred for Wilson inspection services utilizing the executed WSDOT/COS GCB 3086 Task Order AJ.	
Executive Summary: <ul style="list-style-type: none"> • <i>Wilson & Company sole source resolution was approved by Council on Monday May 11, 2020 for inspection services associated with the NSC Rowan Force Main project</i> • <i>A contract amendment was approved by Council on Sept. 14, 2020 to cover a 2nd project, the NSC – Regal, Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project, with the same BNSF inspection requirements</i> • <i>A 2nd amendment is necessary to cover expected remaining Wilson/BNSF inspection costs</i> • <i>This 2nd amendment is \$10,600 for remaining inspection; revised contract total: \$149,260</i> • <i>WSDOT will reimburse the City for the costs incurred</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **ON CALL INSPECTION SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WILSON & COMPANY**, whose address is 4401 Masthead Street, Suite 150, Albuquerque, New Mexico 87109 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform On-Call inspection services for NSC as required by BNSF Railroad; and

WHEREAS, additional time and funds have been requested, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 16, 2020 and June 17, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 1, 2021.

3. AMENDMENT.

The original Contract is amended to include additional time and work as required.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$10,600.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

WILSON & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Street
Subject:	Value Blanket Renewal - SA Premier Sealant
Date:	04/26/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Crack sealing work using SA Premier sealant extends the life of city roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity
Background/History:	The Street Department would like to renew a Value Blanket contract for the purchase of no more than \$125k of SA Premier Crack Sealant from Specialty Asphalt. This blanket's pricing is based upon the pricing found on state contract #01211
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> SA Premier will contribute to the preservation of city roadways through crack sealing projects <i>Action</i> <ul style="list-style-type: none"> Approval of a Value Blanket for purchasing up to \$125,000.00 of S.A. Premier from Specialty Asphalt <i>Funding</i> <ul style="list-style-type: none"> Funding for these purchases will be through the Street Dept. budget 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Street
Subject:	Value Blanket Renewal - Nuvo Gap
Date:	04/26/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Nuvo Gap is a product that will preserve the lift and integrity of city roadways where cracks larger than 1" across have formed, preventing further degradation from moisture freeze/thaw cycles
Background/History:	The Street Department would like to renew a Value Blanket contract for the purchase of no more than 80k of Nuvo Gap from Specialty Asphalt. This blanket's pricing is based upon the pricing found on state contract #01211
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> Nuvo Gap will contribute to the preservation of city roadways, specifically targeting large crack/gap defects <i>Action</i> <ul style="list-style-type: none"> Approval of a Value Blanket for purchasing up to \$80,000 of Nuvo Gap product from Specialty Asphalt utilizing state contract #01211 <i>Funding</i> <ul style="list-style-type: none"> Funding for these purchases will be through the Street Dept. budget 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Street
Subject:	On Call Guardrail Repair
Date:	04/26/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	To establish an on-call service contract not to exceed \$60k for needed guardrail repair services. This contract was opened for bid and subsequently awarded to Frank Gurney Inc.
Background/History: The Street Department would like to establish a more timely and efficient means of procuring guardrail repair services through this contract	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> More timely repair of guardrails which are a crucial infrastructural safety feature <i>Action</i> <ul style="list-style-type: none"> Frank Gurney Inc. was the chosen contractor through a bid process, pending the approval of council. <i>Funding</i> <ul style="list-style-type: none"> This funding is available in the Street Dept. Budget 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Wireless Access Point Upgrade
Date:	April 26, 2021
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org , 625-6948
City Council Sponsor:	CM Kinnear Lori
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Replacement Funds: 5310-73100-94000-56409
Strategic Initiative:	Sustainable Resources
Deadline:	May 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade existing wireless access points
Background/History: Most of our existing wireless access points are over six years old and are not compatible with the new wireless management controllers and infrastructure so they need to be upgraded.	
Executive Summary: <ul style="list-style-type: none"> • Cisco wireless access points hardware purchase and 3 years required Cisco licensing from CompuNet, Inc. • Contract total is \$96,410.52 and is fully covered by replacement funds. Pricing utilizes WA NASPO contract AR3277 #05819. • Required DNA licensing contract term is approximately June, 2021 to May 31, 2024 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	