URBAN EXPERIENCE COMMITTEE MEETING AGENDA FOR

January 13th, 2020 1:15 p.m. – City Council Briefing Center

The Spokane City Council's Urban Development Committee meeting will be held at **1:15 p.m. on January 13, 2020** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

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

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

AGENDA

- I. Call to Order
- II. Approval of Minutes
- III. Consent Items
 - A. Smarsh Annual Software Maintenance and Support- Theresa Pellham
 - B. Camtek Master Contract for Security Camera Installations- Dave Steele
 - C. Purchase of 310SL-Micaela Martinez
 - D. Purchase of 2200 Gallon Flusher Truck- Micaela Martinez
 - E. Scaffolding Services at the Waste to Energy Facility- Chris Averyt
 - F. Contract Amendment for Refractory Work at Waste to Energy- Chris Averyt
 - G. 2020-2021 Ammunition Order- Jacqui MacConnell

IV. Strategic Plan Session

A. Library Bond Implementation Update- Andrew Chanse

V. <u>Staff Reports</u>

- A. Updated COPS Contract- CM Karen Stratton (10 min)
- B. Receivership and the Building Official Process- Jason Ruffing (10 min)
- C. Economic Update- Kris Becker and Gavin Cooley (15 min)

VI. Adjournment:

Next Urban Development Committee meeting will be on Monday, February 10th, 2020.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting

organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Urban Experience Committee Briefing Paper

Division & Department: Innovation and Technology Services Division		
Subject:	Smarsh Annual Software Maintenance and Support	
Date:	1/20/2020	
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org, 625-6948	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Smarsh Annual Software Maintenance and Support for archiving text messages created and received on city-owned smartphones	
	Utilizing Budget Account #5300-73600-18880-53104	
Strategic Initiative:	Innovative Infrastructure and Sustainable Resources	
Deadline:	January 24, 2020	
Outcome: (deliverables, delivery duties, milestones to meet) Smarsh SaaS (Software as a Solution) service will provide comprehensive archiving and e-discovery solutions for text messaging on city-owned smartphones		
Background/History:		
The City of Spokane needs the ability to collect, archive and search all text activity on city-owned smartphones in order to comply with WA State RCWs requiring data/record retention and the ability to provide such data/records for Public Records Requests.		
Executive Summary:		
 1-year renewal of annual support and maintenance of Smarsh text archiving software \$60,470.56 the term of the contract Pricing is utilizing Master Agreement No. ADSP016-130651, Washington State Master Contract No. 06016 Contract term is January 24, 2020 to January 23, 2021 Utilizing Budget Account #5300-73600-18880-53104 		
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? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

Briefing Paper Urban Development Committee

Division & Department:	Finance - Asset Management	
Subject:	Master Contract for Security Camera Installations	
Date:	January 6 th , 2020	
Author (email & phone):	Dave Steele, dsteele@spokanecity.org 625-6064	
City Council Sponsor:		
Executive Sponsor:		
Committee(s) Impacted:	Finance	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic	
Strategic Initiative:		
Deadline:	January 27 th , 2020	
Outcome: (deliverables, delivery duties, milestones to meet) Completed Master Contract for Camera Installation's up to \$350,000 annually		
Background/History: The City has established a master contract for the purchase of security cameras, both for replacements equipment as well as new when needed. The existing equipment contract does not include the cost of installation. This second contract is a result of an open bidding process and resulted in two bidders.		
Executive Summary:		
Finalization of a citywide master security camera installation contract.		
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? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

City Clerk's No.



City of Spokane

MASTER CONTRACT

Title: SECURITY CAMERA INSTALLATION AND MAINTENANCE

This Contract is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and CAMTEK, INC., whose address is 3815 East Everett Avenue, Spokane, Washington 99217, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled SECURITY CAMERA INSTALLATION AND MAINTENANCE, selected via PW ITB 5181-19.

CONTRACT DOCUMENTS.

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM.

The term of this Contract begins on February 1, 2020, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods not to exceed four (4) years.

TERMINATION.

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

5. COMPENSATION/PAYMENT.

A. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written

authorization of the City in the form of an executed amendment to this Contract.

- B. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
- 6. <u>WAGES</u>. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- 7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- 8. <u>PUBLIC WORKS REQUIREMENTS</u>. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.
- 9. <u>BONDS</u>. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
- 10. <u>INSURANCE</u>. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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

SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this

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

- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.
 - 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
 - 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 16. <u>DEBARMENT AND SUSPENSION</u>. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 17. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.
- 18. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
- 19. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
- 20. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
- 21. <u>DISPUTES</u>. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
- 22. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 23. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 24. <u>BUSINESS REGISTRATION REQUIREMENT.</u> Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 25. <u>CONSTRUAL</u>. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
- 26. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be

adjusted accordingly.

Payment Bond Performance Bond

Certification Regarding Debarment

- 27. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
- 28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- 29. <u>KEY PERSONS</u>. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

CAMTEK, INC.	CITY OF SPOKANE
By Signature Date	By
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Contract:	

19-238

PAYMENT BOND

We, CAMTEK, INC., as principal, and	, as surety, are
held and firmly bound to the City of Spokane, Washington, in the sum of THF	REE HUNDRED FIFTY
THOUSAND AND NO/100 DOLLARS (\$350,000.00), including sales ta	
payment of which, we bind ourselves and our legal representatives and	
severally by this document.	. , ,

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SECURITY CAMERA INSTALLATION AND MAINTENANCE**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on		
	CAMTEK, INC., AS PRINCIPAL	
	By:	
A valid <u>POWER OF ATTORNEY</u>	AS SURETY	
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact	

County of) ss.	
I certify that I know or have satisfac	
	document; on oath stated that he/she owledged it as the agent or representative of
named surety company which is authorized	d to do business in the State of Washington
the uses and purposes therein mentioned.	gg
DATED:	
	Signature of Notary Public
	My appointment expires
Approved as to form:	

PERFORMANCE BOND

We, CAMTEK, INC., as principal, and	as Surety, are
held and firmly bound to the City of Spokane, Washington, in the sum of TH	REE HUNDRED FIFTY
THOUSAND AND NO/100 DOLLARS (\$350,000.00), including sales t	ax if applicable, for the
payment of which, we bind ourselves and our legal representatives and	• •
severally by this document.	

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SECURITY CAMERA INSTALLATION AND MAINTENANCE**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED ON		
	CAMTEK, INC., AS PRINCIPAL	
	By: Title:	_
A valid POWER OF ATTORNEY	AS SURETY	
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact	-

STATE OF WASHINGTON)
County of) SS ₁
I certify that I know or have she/she was authorized to sign the dathe named Surety Company which is uses and purposes mentioned in this	signed this document; on oath stated that locument and acknowledged it as the agent or representative of is authorized to do business in the State of Washington, for the
DATED on	·
	Signature of Notary
	My appointment expires
Approved as to form:	
Assistant City Attorney	_

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Division & Department:	Public Works, Fleet Services	
Subject:	Purchase of 310SL	
Date:	January 13 th , 2020	
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823	
City Council Sponsor:		
Executive Sponsor:	Scott Simmons	
Committee(s) Impacted: Urban Experience Committee		
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)		
Background/History: Fleet Services would like to purchase a 310SL Backhoe Loader from Pape Machinery, Spokane, WA. Total purchase amount is \$100,732.29 including tax using using Sourcewell Contract #032515-JDC.		
Executive Summary:		
Impact The 310SL Backhoe Loader will replace a unit that has reached the end of its economic life.		
We recommend approval for the purchase of a 310SL Backhoe Loader for the Street Department.		
 Funding Funding for this is included in the Street Department replacement fund. 		
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

Division & Department:	Public Works, Fleet Services	
Subject:	Purchase of 2200 Gallon Flusher Truck	
Date:	January 13 th , 2020	
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823	
City Council Sponsor:		
Executive Sponsor:	Scott Simmons	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)		
Background/History: Fleet Services would like to purchase a 2200 gallon Flusher Truck from Kenworth Sales, Spokane, WA. Total purchase amount is \$311,568.87 including tax using using Sourcewell Contract #081716-KTC.		
Executive Summary:		
 Impact The 2200 gallon Flusher Truck will replace a unit that has reached the end of its economic life. Action We recommend approval for the purchase of a 2200 gallon Flusher Truck for the Street Department. 		
Funding • Funding for this is included in the Street Department replacement fund.		
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:		
mown chancinges/ partiers.		

Division & Department:	Public Works Division; Solid Waste Disposal	
Subject:	Scaffolding Services at the Waste to Energy Facility	
Date:	January 13, 2020	
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540	
City Council Sponsor:		
Executive Sponsor:	Scott Simmons, Director, Public Works	
Committee(s) Impacted:	Urban Experience/ Public Infrastructure, Environment and Sustainability Committee	
Type of Agenda item:		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)		
Strategic Initiative:	Innovative Infrastructure-Managing our assets	
Deadline:		
Outcome: (deliverables, delivery	Council approval of amendment/extension to contract for scaffolding services at the WTE.	
duties, milestones to meet) Background/History:	services at the WTE.	
option of four (4) additional one-ye April 1, 2020 though March 31, 202	as the only bidder and was awarded the contract for one year with the ear extensions. This will be the third of those extensions and will run from 1 for an additional \$400,000.00 incl. taxes. Also, an additional \$75,000.00 term for unanticipated work due to emergency outages. Total cost of ed \$475,000.00.	
 Executive Summary: Contract to provide scaffolding for two scheduled outages and emergency outages as required. Scaffolding is required for safe access during repairs to the boilers. This is extension #3 of 4, as specified in the RFB, running from April 1, 2020 through March 31, 2021. Annual cost of contract extension is \$400,000.00. Additional funds in the amount of \$75,000.00 need added to current contract term due to unplanned emergency work. Total cost of amendment/extension not to exceed \$475,000.00 incl. taxes. 		
Budget Impact:		
Approved in current year budget? Annual/Reoccurring expenditure? If new, specify funding source: Other budget impacts: (revenue get Operations Impact: Consistent with current operations, Requires change in current operatio Specify changes required:	/policy?	
Known challenges/barriers:		

Division & Department:	Public Works Division; Solid Waste Disposal	
Subject:	Contract Amendment for Refractory Work at Waste to Energy	
Date:	January 13, 2020	
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540	
City Council Sponsor:		
Executive Sponsor:	Scott Simmons, Director, Public Works	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee	
Type of Agenda item:	□ Consent □ Discussion □ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)		
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet) Background/History:	Council approval for additional funds to be added to the contract for refractory work at the WTE.	
During scheduled maintenance outages, sandblasting of the tube areas in the boilers is needed. Also, refractory demolition and tile installation must be performed. Zampell Refractories, Inc. was awarded the contract for these services in 2015 and are currently on the last option year. The contract term was from January 1, 2019 and ended on December 31, 2019. However, unplanned boiler tube failures, combined with already scheduled work, as well as needing to replenish materials used during the fall outage is requiring an additional \$90,000.00 be added to this contract.		
 Executive Summary: Amendment with cost to the contract with Zampell Refractories, Inc. for an additional \$90,000.00. Contract amount was for \$850,000.00 and ran from Jan. 1, 2019 through Dec. 31, 2019. Vendor provides refractory demolition, tile installation and misc. anchor welding during scheduled and emergency outages at the Waste to Energy Facility. Additional fund are needed due to unexpected boiler tube failures, resulting in emergency outages combined with the already scheduled outages planned in 2019. 		
Budget Impact: Approved in current year budget?		
Operations Impact: Consistent with current operations Requires change in current operations Specify changes required: Known challenges/barriers:		

Briefing Paper Urban Experience Committee

Division & Department:	Police	
Subject:	2020-2021 Ammunition Order	
Date:	January 13 th , 2020	
Contact (email & phone):	Jacqui MacConnell imacconnell@spokanepolice.org 625-4109	
City Council Sponsor:		
Executive Sponsor:		
Committee(s) Impacted:		
Type of Agenda item:	□ Discussion □ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	OPR 2017-0313 Bid # 4320-17	
Strategic Initiative:		
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to renew VB 300863 for the 2020 and 2021 ammunition orders. Estimate for 2020 & 2021 is \$130,000 each year.	
Background/History: In 2017, Spokane Police sent out a request for bids for ammunition — Bid #4320-17. San Diego Police Equipment Inc. won the bid to provide ammunition to the department for a year with an option to purchase from the company for another four years. Approval of 2020 & 2021 will be the last allowed renewals.		
 2020/2021 Ammunition order for Spokane Police Department is based off the data from the amount of ammunition that was consumed in 2018 and 2019, current inventory, and the anticipated needs for 2020. In 2019, the department consumed significantly more 9mm and .223 ammunition than in the past year. There were several factors for this increase. In 2019 we held more elective firearms classes, moved our fall firearms qualification to on-duty instead of at in-service adding skill building drills to in-service, a higher percentage of officers now carry 9mm, and started training our department firearms instructors with the Rear Red Dot pistol sights. The ammunition usage accurately reflects these changes and the added training. We anticipate .45 caliber usage to drop for 2020 as the SWAT team will be transitioning completely away from .45 caliber. During our second 2020 in-service training we will be focusing on Reality Based Training, requiring us to purchase more pistol and rifle marking cartridges. 		
Budget Impact:		
Approved in current year budge		
Annual/Reoccurring expenditur	re? 🛮 Yes 🗆 No 🗀 N/A	
If new, specify funding source: Other hudget impacts: (revenue	e generating, match requirements, etc.)	
Operations Impact:	e generating, materi requirements, etc.)	
Consistent with current operations/policy? Yes No N/A		
Requires change in current ope		
Specify changes required:		
Known challenges/barriers:		

Division & Department:	Library	
Subject:	Library Bond Implementation Update	
Date:	01/2020	
Author (email & phone):	Andrew Chanse, achanse@spokanelibrary.org, 444-5305	
City Council Sponsor:	Burke	
Executive Sponsor:	Andrew Chanse	
Committee(s) Impacted:	Urban Experience	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	http://future.spokanelibrary.org/SPL6%20report%202018-07- 10%20DRAFT[4].pdf	
Strategic Initiative:	Vision for Renewed Library System (Implementation)	
Deadline:	December 2023	
Outcome: (deliverables, delivery duties, milestones to meet)	SPL Bond Projects implemented by end of 2023	
 Background/History: Update on voter approved bond for SPL capital projects Along with our architects, a few staff members visited Seattle to tour showrooms to select new furnishing for the library system that will last and work with 21st century services. The Downtown branch is scheduled for closure on February 29th and will reopen at our temporary space on the 2nd floor of the STA Plaza on March 2nd. Staff have begun preparations for the new space and workflow. The new Liberty branch and our 'Hive' space (in the current Libby Center) are still in the design phase. The Shadle branch has officially moved into the temporary Northtown Mall space named, "To Be continued" Executive Summary: Updates will be shared on http://future.spokanelibrary.org/ 		
Operations Impact: Consistent with current operati Requires change in current ope Specify changes required: Staffi Known challenges/barriers: Sta	Voter-approved bond fund e generating, match requirements, etc.) ions/policy? Yes No rations/policy? Yes No ing levels adjustment ffing for new/expanded facilities will need to be addressed. We are different tiers of staffing for later discussion with Library Board of	

Urban Experience Committee

	Orban Experience Committee
Division & Department:	Neighborhood and Business Services, Code Enforcement
Subject:	Receivership and the Building Official Process
Date:	January 2, 2020
Author (email & phone):	Jason Ruffing, Enforcement Supervisor, jruffing@spokanecity.org , 509.625.6529
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Urban Experience, Safe and Healthy
Type of Agenda item:	Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Aligned with Strategic Plan focuses of Available Housing, increasing housing quality and diversity. Also aligned with expressed intent of Chapter 17F of the Spokane Municipal Code, SMC 17F.070.010 D states It is further the policy of the City to put vacant buildings to use, especially residences, by encouraging the rehabilitation of usable structures and to demolish those that are beyond repair so that new development can occur.
Strategic Initiative:	Urban Experience, Safe and Healthy
Deadline:	Timeline: January of 2019, present at Urban Experience, February 2019, present at Plan Commission (possibly multiple meetings) March of 2019, return to Urban Experience, March-April of 2019, present for City Council adoption.
Outcome: (deliverables, delivery duties, milestones to meet)	Code text amendments for two sections in Chapter 17F of the Spokane Municipal Code to provide language authorizing the receivership process to be utilized as an alternative to demolitions of substandard, abandoned, unfit, and nuisance properties through the Building Official Process.
resolving substandard, abando	ng Official process is an administrative hearing process aimed at ned, unfit, or nuisance properties in the City of Spokane. The Building

Official, acting in a quasi-judicial role, is authorized by State Law and the Spokane Municipal Code to issue orders and take actions to resolve substandard conditions. Historically, the process has provided extended timeframes for compliance due to the limited actions for resolution. If an owner fails to cure the violations, the Building Official's options are fairly limited. The most common city action that resolves a substandard building is demolition. This action, while effective and often necessary, is cost and labor intensive. Demolition removes a potentially salvageable dwelling, replacing it with a vacant lot encumbered with liens. The Building Official Process is an effective method of Code Enforcement and due process for resolving symptoms of substandard buildings and abandoned properties. However, this process could have a greater impact on these properties with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process. More specifically, changes are needed to reference receivership as an alternative to demolition in Spokane Municipal Code sections 17F.070.470 and 17F.070.490. The Legal Department has assisted Code Enforcement staff with preparing drafts of the relevant code text amendments and staff plans to propose these amendments in 2020.

Executive Summary:

- Code text amendments being proposed for Spokane Municipal Code sections 17F.070.470 and 17F.070.490
- These changes are needed to reference receivership as an alternative to demolition
- Receivership is already in use and has proven to be a successful method of bringing about ownership changes to properties that are abandoned, or substandard to the extent that they create a public safety hazard.
- City Legal, the Civil Enforcement Unit, and Code Enforcement already are in the practice of collaborating on these types of properties and referring cases for the receivership process.
- These code amendments will bolster this collaboration and improve the Superior Court process.

 Recent receivership success stories such as the Grove Community structures in West Central are great examples of the intent of these amendments. This cooperation has been successful in avoiding demolition, thus decreasing the amount of public dollars that are spent on demolitions. 		
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.) Potentially less budget		
expenditure on demolitions.		
Operations Impact:		
Consistent with current operations/policy? Yes No		
Requires change in current operations/policy?		
Specify changes required:		
Known challenges/barriers:		