

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 14, 2013

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|--|---|
| <p>1. Extension No. 2 to Contract with Corvel Healthcare Corporation (Seattle, WA) to provide medical bill review and related servers for the Workers' Compensation Program from January 1, 2013 through December 31, 2013—not to exceed \$100,000.
Heather Lowe</p> <p>2. Extension No. 3 to Contract with Don Schaechtel, LLC (Leavenworth, WA) to provide safety management consulting services to the Riverside Park Water Reclamation Facility—\$14,300.
Dale Arnold</p> <p>3. Multijurisdictional Agreement with Spokane County for implementation of the Industrial Pretreatment Program.
Dale Arnold</p> <p>4. Contract with AECOM, Inc. (Spokane, WA) for final design and services during construction of the Combined Sewer Overflow Reduction Program Basins 26 and 34-1—\$4,788,857.
Mike Taylor</p> | <p>Approve</p> <p>Approve</p> <p>Approve</p> <p>Approve & Authorize Contract</p> | <p>OPR 2008-1135
RFP 3518-08</p> <p>OPR 2009-0947
RFQ/P 3617-09</p> <p>OPR 2013-0002</p> <p>OPR 2013-0003
ENG 2010088
ENG 2012088
RFQ 3802-11</p> |
|---|--|---|

- 5. Increase the administrative reserve on contracts with: Approve
All
 - a. Spokane Rock Products, Inc. (Spokane, WA) for the Riverside Extension Phase 1 (Martin Luther King Jr. Way)—\$300,000. PRO 2010-0039
ENG 2004047
 - b. Schimmels Construction (Spokane, WA) for Lidgerwood Street from North Avenue to Francis Avenue and surrounding streets—\$21,000. PRO 2012-0009
ENG 2010126
 - c. Bacon Concrete, Inc. (Colbert, WA) for the Neighborhood Traffic Calming Project – Districts 1, 2 and 3—\$2,785.95. PRO 2012-0025
ENG 2010139
ENG 2010140
ENG 2010141

- Mike Taylor
- 6. Report of the Mayor of pending: Approve &
Authorize
Payments
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$ _____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$ _____. CPR 2013-0002
 - b. Payroll claims of previously approved obligations through _____: \$ _____. CPR 2013-0003

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTION & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2013-0001 Confirming the appointment of Heather Trautman as Office of Neighborhood Services and Code Enforcement Director for the City of Spokane.

Theresa Sanders

ORD C34840 Vacating the alley between Cowley Street and Grant Street from East Riverside Avenue south to alley requested by Wolff & Hislop, Attorneys at Law. (First Reading held January 14, 2013.)

Eldon Brown

ORD C34948 Granting Avista Corporation, d/b/a/ Avista Utilities, a Washington Corporation, a public utility franchise to locate, access, construct, install, own, operate, maintain, repair, and replace poles, elevated and underground wires, cables and appurtenances for the transmission, control and distribution of electricity within the City. (First Reading held December 10, 2012.)

Tim Szambelan

ORD C34949 Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to LightSpeed Networks Inc., subject to certain conditions and duties as further provided. (First Reading held December 10, 2012.)

Tim Szambelan

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

S1.	Approve Community, Housing and Human Services Board recommendations and authorization to enter into contracts with various agencies from January 1, 2013 through December 31, 2013.	Approve & Authorize Contracts	OPR 2013-0004
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Jerrie Allard

NO HEARINGS

Motion to Approve Advance Agenda for January 14, 2013
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The January 14, 2013, Regular Legislative Session of the City Council is adjourned to Monday, January 28, 2013. The January 28, 2013, 6:00 p.m. Legislative Session will be a Town Hall Session held in the City Council Chambers of City Hall.

Note: The regularly scheduled City Council meeting for Tuesday, January 22, 2013, has been canceled. (There is no meeting on Monday, January 21, 2013, due to the recognized Martin Luther King Jr. holiday.)

NOTES

**Agenda Sheet for City Council Meeting of:**

01/14/2013

<u>Date Rec'd</u>	1/2/2013
<u>Clerk's File #</u>	OPR 2008-1135
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 3518-08
<u>Requisition #</u>	CR13057

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	HEATHER LOWE X6233
<u>Contact E-Mail</u>	HLOWE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5810 MEDICAL BILL REVIEW

Agenda Wording

Extend contract with CORVEL HEATHCARE CORP (SEATTLE, WA) to provide medical bill review and related services for the city Workers' Compensation program from January 1, 2013 -- December 31, 2013 -- annual cost not to exceed \$100,000.

Summary (Background)

Request for Proposal 3518-08 was issued 9/5/08, and the proposals were received from 14 companies. CorVel has a competitive proposal, and has provided medical bill review for the city for the past 4 years and prior to 2006. This is the second of two one-year renewal options.

Fiscal Impact

Expense \$ 100,000.00

Select \$

Select \$

Select \$

Budget Account

5810-78500-17610-54620

#

#

#

Approvals**Dept Head** LOWE, HEATHER**Division Director****Finance** LESESNE, MICHELE**Legal** BURNS, BARBARA**For the Mayor** SANDERS, THERESA**Additional Approvals****Purchasing** PRINCE, THEA**Council Notifications****Study Session****Other****Distribution List**

rkokot@spokanecity.org

mlesesne@spokanecity.org

cwahl@spokanecity.org

taxes & licenses

CorVel Corporation

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and CORVEL CORPORATION, whose address is 9725 – 3rd Avenue NE. Suite 215, Seattle, Washington 98115, as "CorVel".

WHEREAS, the parties entered into a contract wherein CorVel agreed to provide SELF-INSURED WORKERS' COMPENSATION BILL REVIEW SERVICES; and

WHEREAS, the original contract allowed for two (2) additional one(1) year extensions; and

WHEREAS, the parties would like to extend the contract for the last and final extension; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The contract dated January 7, 2009 and December 31, 2008, 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. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2013.
3. COMPENSATION. The City shall pay CorVel a maximum annual amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for everything furnished and done under this contract extension.

Dated: _____

CITY OF SPOKANE

By: _____
Mayor

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: 11-6-12

CORVEL CORPORATION

E-Mail address, if available:

monica-medalia@corvel.com

City of Spokane Business License No.

T12056271 BUS

By: Monica A. Medalia
Title: Area Vice President



Agenda Sheet for City Council Meeting of:

01/14/2013

<u>Date Rec'd</u>	1/2/2013
<u>Clerk's File #</u>	OPR 2009-0947
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFQ/P 3617-09
<u>Requisition #</u>	CR13036

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	DALE ARNOLD 625-7900
<u>Contact E-Mail</u>	DARNOLD@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4320 SAFETY MANAGEMENT CONSULTING FOR RPWRF

Agenda Wording

Extension No. 3 to contract with Don Schaechtel, LLC (Leavenworth, WA) to provide safety management consulting services to the Riverside Park Water Reclamation Facility (RPWRF) --\$14,300.00

Summary (Background)

In October 2009, an RFQ/P was opened for safety consulting services. The contract was awarded to the sole responder. The contract was extended in 2011 and 2012 for another year each to perform additional related work. Now the Department wishes to extend the contract through December 31, 2013, to perform additional work. This includes a compliance audit of process safety management activities as required by OSHA and EPA regulations, participation in management of change discussions regarding the digester gas process, tracking compliance audit recommendations with plant staff, and assisting with safety related assignments. Since this contract began, the Department's actual cost vs the estimated cost has decreased yearly, as Mr. Schaechtel has trained our employees to develop safety procedures and standard operating procedures. The 2013 extension was approved by the Public Works Committee on December 10, 2012.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 14,300.00	# 4320-43200-35148-54101
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ARNOLD, DALE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PUB WKS COMM 12/10/2012
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		tpelton@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	emasingale@spokanecity.org	
		don.safety@nwi.net	
		mlesesne@spokanecity.org	
		cwahl@spokanecity.org	

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and DON SCHAECHTEL, LLC, whose address is 8214 Icicle Road, Leavenworth, Washington 98826, as "Consultant".

WHEREAS, the parties entered into a contract wherein the Consultant agreed to provide safety management consulting for the Riverside Park Water Reclamation Facility; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The contract dated October 18 and November 4, 2009, 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. SCOPE OF WORK. The Consultant shall perform those services listed in the attached 2013 Scope of Work. This Scope of Work also includes items not completed in 2012.
3. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2013.
3. COMPENSATION. The City shall pay the Consultant a maximum of FOURTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$14,300.00) for everything furnished and done under this contract extension.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: December 3, 2012

DON SCHAECHTEL, LLC

E-Mail address, if available:
don.safety@nwi.net

City of Spokane Business License No.
T12035977BUS

By: Donald B Schachtel
Title: Manager

Attachment which is a part of this contract extension:
2013 Scope of Work

12-296

Proposed Scope of Work for Safety Consulting Services in 2013

Don Schaechtel, LLC

Project	Estimated Hours	Budget
1. Conduct a compliance audit of process safety management activities as required by OSHA and EPA regulations.	18	\$2,500
2. Participate as needed in management of change discussions involving the digester gas process.	40	\$5,600
3. Track open process hazard analysis and compliance audit recommendations and assist plant staff as needed to resolve open recommendations.	15	\$2,100
4. Assist Wastewater Management Department as needed with safety-related assignments during the year	15	\$2,100
Subtotal, billed hours	88	\$12,300
Travel (5 visits at \$400 per visit)		\$2,000
Total		\$14,300

The budget is based on hours billed at \$140 per hour rounded to the nearest \$100.

BRIEFING PAPER
Public Works Committee
Wastewater Management
December 10, 2012

Subject

Contract Extension No. 3 with Don Schaechtel, LLC to complete safety management consulting services and proposed safety management consulting work in 2013 for the Riverside Park Water Reclamation Facility (RPWRF)

Background

Wastewater Management has contracted with a safety consultant to ensure that the water reclamation facility continues to comply with the requirements of the Process Safety Management Program and the National Pollutant Discharge Elimination System (NPDES) permit.

In 2009, three firms were contacted to submit proposals for safety consulting services, but only one proposal was received. The original contract with Don Schaechtel LLC was \$44,570, we spent \$43,880. The first extension in 2011 was \$55,314 we spent \$33,772. The second extension in 2012 was \$47,000 we spent \$19,905. This Contract Extension with Don Schaechtel LLC will cost approximately \$14,300. Don has trained our employees to develop safety procedures and standard operating procedures so the cost has decreased since 2009.

Impact

The extension for safety consulting services in 2013 includes a compliance audit of process safety management activities as required by OSHA and EPA regulations, participation in management of change discussions regarding the digester gas process, tracking compliance audit recommendations with plant staff and assisting with safety related assignments.

Action

Recommend approval.

Funding

Funding for this work is provided in the Wastewater Management budget.



Agenda Sheet for City Council Meeting of:

01/14/2013

<u>Date Rec'd</u>	1/2/2013
<u>Clerk's File #</u>	OPR 2013-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 1981-1053
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	DALE ARNOLD 625-7900
<u>Contact E-Mail</u>	DARNOLD@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4320-MULTIJURISDICTIONAL AGREEMENT WITH SPOKANE COUNTY

Agenda Wording

Approval of the Multijurisdictional Agreement for implementation of the industrial pretreatment program between the City of Spokane and Spokane County.

Summary (Background)

The Multijurisdictional Agreement includes necessary changes in the sewer service area due to the startup of the Spokane County Regional Water Reclamation Facility (SCRWRF). Both the City of Spokane and the County provide sewer service within their respective sewer service area. The City provides sewer service to areas both inside and outside the City Limits, to other jurisdictions, and unincorporated areas of Spokane County. Spokane County provides sewer service to areas inside Spokane County. Federal and State Pretreatment Regulations require the City and County implement programs for all areas contributing flows to respective facilities for which they hold a National Pollutant Discharge Elimination System (NPDES) permit. The City and County mutually cooperate and coordinate their local pretreatment regulatory programs. This Multijurisdictional Agreement provides for jurisdictional coverage and reimbursement for costs, time and materials spent on pretreatment activities conducted for each party. There is an additional requirement for immediate notification upon diversion from the SCRWRF.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ARNOLD, DALE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works Comm. 12/10/12
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		darnold@spokanecity.org	
<u>Purchasing</u>		rromero@spokanecity.org	
		tpelton@spokanecity.org	
		eschoedel@spokanecity.org	
		kbrooks@spokanecity.org	

Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane

12-1024

THIS MULTIJURISDICTIONAL AGREEMENT entered into by and between the COUNTY OF SPOKANE, a Washington State political subdivision, whose business address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "COUNTY", and the CITY OF SPOKANE, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "CITY", hereinafter jointly referred to as "PARTIES".

RECITALS

- A.** The City of Spokane ("CITY") is required by federal and state law to have a pretreatment program in all jurisdictions which it serves or from which it accepts wastewater. The CITY operates a public sewer utility which includes areas within and outside the city boundaries and other cities or towns ("CITY Service Areas"). The CITY regulates public health and safety and exercises local government police powers within its respective regulatory authority areas, as now or hereafter amended ("CITY Regulatory Areas"). The CITY's regulatory area is its City limits, as now or hereafter amended. The CITY owns and operates the Riverside Park Water Reclamation Facility ("RPWRF").
- B.** Spokane County ("COUNTY") is required by federal and state law to have a pretreatment program in all jurisdictions which it serves or from which it accepts wastewater. The COUNTY operates a public sewer utility which includes areas inside and outside the city limits of CITY and other cities or towns ("COUNTY Service Areas"). The COUNTY regulates public health and safety and exercises local government police powers within its respective regulatory authority area, as now or as hereafter amended ("COUNTY Regulatory Areas"). The COUNTY's regulatory area is unincorporated Spokane County, as now or as hereafter amended. The COUNTY owns and operates the Spokane County Regional Water Reclamation Facility ("SCRWRF").
- C.** The regulatory areas of other cities and towns in Spokane County are addressed as stated hereafter. In some places, the respective Service Areas may not be identical to the Regulatory Areas of a party. The purpose of this Agreement is to help coordinate the CITY and COUNTY regulatory programs as may be required by federal and state regulatory agency requirements.

- D. Pretreatment program requirements concerning this Agreement include but are not limited to 40 CFR 403.8 provisions referenced below, and state laws and regulations. The purpose of this Agreement is to address these pretreatment program requirements with respect to flows accepted by either Party. The PARTIES understand that neither party can accept wastewater without an actively enforced pretreatment program in accord with applicable federal and state requirements. Both CITY and COUNTY hold current National Pollutant Discharge Elimination System (NPDES) Permits. Because of the common interest in compliance with the NPDES permits, the PARTIES desire to mutually cooperate and coordinate their respective local pretreatment regulatory programs.
- E. CITY and COUNTY have adopted parallel pretreatment ordinances in coordination for this purpose. The CITY's pretreatment ordinance as now or hereafter amended is contained in Spokane Municipal Code (SMC) chapter 13.03A. The COUNTY's pretreatment ordinance as now or hereafter amended is contained in Spokane County Code (SCC) chapter 8.03A. Chapter 8.03A SCC and chapter 13.03A SMC are patterned after each other and federal and state model ordinances.
- F. Federal and state regulatory obligations are enforced as a requirement of the NPDES permit program regulating wastewater discharges into public waters administered by the Washington State Department of Ecology as a delegate agency of the US EPA. Both CITY and COUNTY hold these permits for their individual treatment facilities.
- G. Additional regulatory requirements require generators of biosolids from the POTW to comply with 40 CFR, Part 503—Biosolids Rule, governing the use and disposal of municipal sewage sludge, and relevant State statutes. "POTW" stands for "Publicly Owned Treatment Works", as defined in 40 CFR 403.3. For purposes of this Agreement, flows to the RPWRF are referenced as "RP Flows". Areas from which RP Flows originate are referenced as "RP Flow Areas". For purposes of this Agreement, flows to the SCRWRF that could also flow to the RPWRF, are referenced as "SC Flows". Areas from which SC Flows originate are referenced as "SC Flow Areas".
- H. The federally and state mandated local pretreatment regulatory program requires the CITY and COUNTY to implement and enforce a pretreatment program to control discharges from all "Industrial Users."
- I. Except as otherwise required by the Washington State Department of Ecology, either the CITY or COUNTY may delegate regulatory functions for administration and management of regulatory programs or make mutual arrangements to manage them through interlocal cooperation agreements authorized by chapter 39.34 RCW.

Now, therefore CITY and COUNTY agree:

1. **CONTRACT REPRESENTATIVES**

CITY's representative is Tim Pelton, Pretreatment Coordinator at RPWRF located at 4401 Aubrey L. White Parkway, Spokane, Washington 99205. COUNTY's representative is David Moss, Water Reclamation Manager at SCRWRF located at 1116 West Broadway Avenue, Spokane, Washington 99260.

2. **IMPLEMENTATION OF REGULATORY PROGRAMS**

A. RP Flow Areas may be broken down further as:

1) ICR Area (inside City Service Area, and inside City Regulatory Area): City responsible for Pretreatment program: These are areas inside the City Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. These areas are also referenced as "ICR Areas". The City Sewer Utility serves all or virtually all ICR Area customers. The PARTIES agree that chapter 13.03A SMC applies to the ICR Area and the City Sewer Utility handles all aspects of the local pretreatment regulatory program for this Area.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

2) OCR Area (inside City Service Area, but outside City Regulatory Area): City handles enforcement up to court action:

- a. Where the End of Pipe location is inside the City Service Area but outside the City's Regulatory Area, also referenced as "OCR Area", the PARTIES agree that the Spokane County Code pretreatment ordinance governs. An OCR Area may be inside the County Regulatory Area, or within some other incorporated city or town's Regulatory Area.
- b. Within the County Regulatory Area, the City Sewer Utility will enforce the County ordinance, chapter 8.03A SCC, as now or hereafter amended and all aspects of the COUNTY's pretreatment regulatory program, and may be specially deputized by the COUNTY as may be necessary for this function. Any court action to enforce the COUNTY's pretreatment program will be brought in the name of the COUNTY by its legal counsel.
- c. Within the Regulatory Area of some other city or town, the CITY will seek to enforce the COUNTY pretreatment program as adopted by the Regulatory Area's local government, or if refused, the CITY may use any other lawful

program, but any legal action must be brought in an appropriate court by the respective city or town attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

3) COR Area (inside County Service Area): County responsible for Pretreatment program:

Areas inside the County Service Area are referenced as "COR Areas". In general, the County Service Area is comprised of three major sewer interceptor systems: NSI (North Spokane Interceptor), SVI (Spokane Valley Interceptor), and NVI (North Valley Interceptor). For the SVI and NVI, the COUNTY has contracted with CH2M HILL for long-term operations of the SCRWRF, including pretreatment program support. The SCRWRF generally serves COUNTY customers in the Spokane Valley Service Area. COUNTY's customers in the North Spokane County Service Area (served by the NSI) will continue to be served by RPWRF. The COUNTY, through its Director of Utilities, may use the City Sewer Utility (also referenced as City "Wastewater Management Department") and/or qualified consultants or other pertinent resources of its choice to implement to administer and manage the requirements of the COUNTY's pretreatment program in the COR Area. Where desired, the COUNTY may accomplish this in pretreatment provisions of sewer connection agreements which the COUNTY may execute with other municipal corporations or sewer districts in Spokane County and which discharge sanitary sewage to the COUNTY's POTW. In addition, the COUNTY will take emergency action for RP Flows to stop or prevent any known discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

B. SC Flow Areas may be broken down further as:

- 1) ICC Area (inside City Service Area, and inside City Regulatory Area, but connected in such manner that flows can be directed to/through the County's POTW to SCRWRF, or RPWRF): City responsible for pretreatment program:** These are areas inside

the City Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. These areas are also referenced as "ICC Areas". Chapter Ch. 13.03A SMC applies to the ICC Area, except in the cases where the County ordinance chapter 8.03A SCC is more stringent. The City Sewer Utility handles all aspects of the local pretreatment regulatory program for this Area.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

2) OCC Area (inside the City Service Area, but outside the City Regulatory Area, but connected in such manner that flows can be directed to/through the County's POTW to SCRWF, or RPWF): City handles enforcement up to court action:

- a. Where the End of Pipe location is inside the City Service Area but outside the City's Regulatory Area, also referenced as "OCC Area", the Spokane County Code pretreatment ordinance governs unless other arrangements are approved by the City and County Sewer Utility Directors. An OCC Area may be inside the County Regulatory Area, or within some other incorporated city or town's Regulatory Area.
- b. Within the County Regulatory Area, the City Sewer Utility will enforce the COUNTY ordinance, chapter 8.03A, SCC as now or hereafter amended and all aspects of the County's pretreatment regulatory program, and may be specially deputized by the COUNTY as may be necessary for this function. Any court action to enforce the COUNTY pretreatment program will be brought in the name of the COUNTY by its legal counsel.
- c. Within the Regulatory Area of some other city or town, the CITY will seek to enforce the COUNTY pretreatment program as adopted by the Regulatory Area's local government, or if refused, the CITY may use any other lawful program, but any legal action must be brought in an appropriate court by the respective city or town attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

3) COC Area (inside County Service Area and connected in such manner that flows can be directed to/through the County's POTW to SCRWF, or RPWF): County responsible for pretreatment program:

Areas inside the County Service Area are referenced as "COC Areas". COC Areas may discharge to either SCRWRF or to RPWRF through the County POTW. The COUNTY has contracted with CH2M HILL for long-term operations of the SCRWRF, including pretreatment program support. The SCRWRF generally serves COUNTY customers in the Spokane Valley (via SVI and NVI). COUNTY's customers in the North Spokane County Service Area (via NSI) will continue to be served by RPWRF. The COUNTY, through its Director of Utilities, may use the City Sewer Utility (also referenced as City "Wastewater Management Department") and/or qualified consultants or other pertinent resources of its choice to implement to administer and manage the requirements of the COUNTY's pretreatment program in the COC Area. Where desired, the COUNTY may accomplish this in pretreatment provisions of sewer connection agreements which the COUNTY may execute with other municipal corporations or sewer districts in Spokane County and which discharge sanitary sewage to the COUNTY's POTW. In addition, the COUNTY will take emergency action for SC Flows to stop or prevent any known discharge that presents or may present an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or sludge contamination, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities.

(Abbreviated summary of activities conducted by each party located in Attachment 1 of this document)

3. WASTEWATER MANAGEMENT AGREEMENT; ORDINANCE COORDINATION

- A. This Agreement supersedes the previous *Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane* dated June 14, 2010, and Amendments 3 and 4 of the City-County Wastewater Management Agreement originally dated December 22, 1980. In accord with the Wastewater Management Agreement, the City will continue to accept COUNTY wastewater flows into the RPWRF (RP Flows). Correspondingly, the COUNTY will accept CITY wastewater flows into the SCRWRF (SC Flows). The COUNTY accepts responsibility to maintain an enforceable pretreatment program no less broad in scope as the CITY's program and as approved by federal and state authorities in all COR and COC Areas. The CITY accepts equivalent responsibility for their ICC and OCC Areas regarding an enforceable pretreatment program.
- B. Whenever the CITY revises its pretreatment ordinance in areas affecting the COUNTY's program, it will work with the COUNTY and circulate a draft for proposed comments, and thereafter, forward a copy of the

revisions to the COUNTY. The COUNTY will adopt revisions to its pretreatment ordinance that are at least as stringent as those adopted by the CITY. The COUNTY will forward to the CITY for review its proposed revisions within ninety (90) days of receipt of the CITY's revisions. The COUNTY will adopt its revisions within ninety (90) days of receiving approval from the CITY of its content. The PARTIES envision that the COUNTY may periodically initiate technically-based amendments to its own pretreatment ordinance, but COUNTY agrees not to independently adopt modifications of its pretreatment ordinance without consultation with the CITY, and at least ninety (90) days written notice. These restrictions are to assist with reasonable coordination of programs and do not apply if either party faces significant adverse regulatory action or liability and must act to protect itself. The PARTIES agree to cooperate and coordinate promptly thereafter in the event of such emergency action.

C. Local Limits. The COUNTY will adopt and enforce pollutant-specific local limits to apply to the OCR, COR, ICC, OCC and COC Areas which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the CITY within ninety (90) days of the date of this Agreement. If the CITY makes any revisions or additions to its local limits, it will forward to the COUNTY a copy of such revision or additions within ninety (90) days of enactment thereof. The CITY will document the basis for revisions or additions and provide for COUNTY review. Within ninety (90) days of concurrence with the revisions or additions, the COUNTY will revise its own local limits to maintain either the same pollutant standards or more stringent standards than those enacted by the CITY.

4. COR/COC AREAS FURTHER PROVISIONS

A. ICR, ICC, OCR and OCC Areas are addressed above as they pertain to flows from customers of the CITY. For the COR/COC Areas, the COUNTY will maintain current information on industrial users located in that area and share that information with CITY pretreatment staff. The COUNTY will update the industrial waste survey for Industrial Users located in the COR/COC Areas. The COUNTY will forward a copy of this survey to the CITY. Whenever a new industrial user begins operations in the COR/COC Areas or any time an existing COR/COC Area industrial user increases its discharge by twenty percent (20%) or more, or changes its discharge, or any time it is requested by the CITY, the COUNTY will require that such industrial user respond to an Industrial User Questionnaire. The COUNTY will forward a copy of the completed questionnaire to the CITY for review within sixty (60) days or as otherwise arranged between the CITY and COUNTY Sewer Utility Directors. Equally, the COUNTY may request same with the CITY for facilities in the CITY's ICC and OCC Areas.

- B.** The COUNTY will provide the CITY access to all records or documents relevant to the pretreatment program for any industrial user located in the COR/COC Areas or discharging through the COUNTY POTW to the CITY. The COUNTY can make similar requests for industrial users in the City Service Area discharging to the COUNTY's POTW.
- C.** For COR/COC Areas, the COUNTY will inspect and sample all industrial users each year or more frequently as ordered by the County Sewer Utility Director. The COUNTY may use a qualified consultant to perform sampling and inspections. If requested by the CITY, the COUNTY will give notice of scheduled inspections to the CITY in COR/COC Areas for Users with the potential to discharge to RPWRF, providing the opportunity for the CITY to attend inspections as the CITY deems necessary. If an inspection in the COR/COC Area is in response to an emergency situation and notice is not possible, the COUNTY will make every effort to informally notify the CITY of the impending inspection so the CITY may attend. If requested by the CITY, the COUNTY will forward copies of all inspection reports for users with the potential to discharge to RPWRF to the CITY within thirty (30) days of the inspection. If requested by the CITY, the COUNTY will submit to the CITY its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency. Equally, the COUNTY may do same with the CITY for facilities in the CITY's ICC and OCC Areas.
- D.** The CITY may conduct inspections and sampling at any industrial user's facility located within the COR/COC Areas, as it deems necessary. Equally, the COUNTY may conduct inspections and sampling at any industrial user's facility located within the ICC/OCC Areas, as it deems necessary.
- E.** The COUNTY will issue permits and renewals to all industrial users required to be permitted under its pretreatment ordinance located in the COR/COC Areas. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitation, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by the CITY. Equally, the CITY shall do same for facilities in the CITY's ICC and OCC Areas.
- F. Notification of flows to RPWRF from SVI and NVI.** The COUNTY will normally treat 8 MGD flow at its facility (SCRWRF). Any flows in excess of this 8 MGD will be diverted from the SVI to the RPWRF, under normal daily conditions. If it becomes necessary to divert flows from either the SVI or the NVI to RPWRF the COUNTY or its Contractor CH2M HILL will immediately notify the CITY via telephone to the operator in charge.

G. City to continue quarterly sampling in the NSI, SVI and NVI. Flows from the NSI will continue to be treated solely at RPWRF. Flows from the SVI and NVI have the ability to be routed to either the RPWRF or the SCRWRF for treatment. Hence, the CITY will continue to provide quarterly sampling of all three COUNTY interceptors as per the NPDES monitoring requirements for RPWRF

5. PERMIT COMPLIANCE IN COR/COC AREAS

- A.** For the COR/COC Areas, the COUNTY will require all significant industrial users to submit a permit application not less than one hundred eighty (180) days prior to commencement of discharge, or one hundred eighty (180) days prior to permit expiration in the case of a permit renewal. The COUNTY shall draft the permit within sixty (60) days of receipt of a completed permit application and obtain a Washington State Department of Ecology-approved engineering report (if required). After reviewing the draft permit with the CITY, the COUNTY will forward the draft permit to the Department of Ecology. If the CITY desires to make revisions to the draft permit, the revisions will be negotiated by the CITY and COUNTY. Once the Department of Ecology has reviewed and approved the draft permit, the COUNTY will issue the final permit. No permit will be issued if the CITY Wastewater Director objects.
- B.** The COUNTY will maintain a database of Discharge Monitoring Report data from each of the COUNTY's significant industrial users in the COR/COC Areas, and submit a rolling quarterly Compliance Results Report to the CITY, if requested.
- C.** The COUNTY will submit a brief bi-monthly report (summary list or table) to the CITY on the compliance status of each significant industrial user within the COR/COC Areas, and any enforcement response taken or anticipated. The reports will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions, where applicable.
- D.** The COUNTY will enforce the provisions of its pretreatment ordinance and permits in the stated COR/COC Areas. In the event the COUNTY fails to take adequate enforcement action against noncompliant users in the COUNTY with the potential to discharge to RPWRF on a timely basis, the CITY may take such action on behalf of and as agent for the COUNTY.
- E.** Equally, the CITY shall address similar compliance activities in its ICC and OCC Areas with the potential to discharge to SCRWRF, and provide actions, submittals and/or documentation to the COUNTY upon request.

6. EMERGENCY ACTION: CITY NPDES PERMIT HOLDER (RPWRF)

- A.** The CITY may take emergency action, whenever it deems necessary, to stop or prevent any discharge that presents, or may present, an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or sludge contamination as these terms are understood in the pretreatment program. The CITY will provide informal notice to the industrial user and the COUNTY of its intent to take emergency action prior to taking action in the COR/COC Areas. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the CITY have been exercised.
- B.** The PARTIES understand that the CITY is the holder of the NPDES permit for the RP Flows and ultimately responsible to assure compliance with NPDES permit requirements for these flows. The CITY reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

7. EMERGENCY ACTION: COUNTY NPDES PERMIT HOLDER (SCRWRF)

- A.** The COUNTY may take emergency action, whenever it deems necessary, to stop or prevent any discharge that presents, or may present, an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or sludge contamination as these terms are understood in the pretreatment program. The COUNTY will provide informal notice to the industrial user and the CITY of its intent to take emergency action prior to taking action in the ICC and OCC Areas. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the COUNTY have been exercised.
- B.** The COUNTY is the holder of the NPDES permit for the SC Flows and ultimately responsible to assure compliance with NPDES permit requirements for such flows. The COUNTY reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any such violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

8. INDUSTRIAL USERS IN COR/COC AND OCC AREAS IN OTHER INCORPORATED LOCAL GOVERNMENT REGULATORY AREAS

- A.** Before an industrial user located in the COR/COC Areas but another local government's Regulatory Area discharges into COUNTY's POTW, the COUNTY will enter into an agreement with the jurisdiction in which the industrial user is located to assure an effective pretreatment regulatory program consistent with the existing City-County Model. The CITY will support and participate in this process as needed. The agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.
- B.** Before an industrial user located in the OCC Areas (another local government's Regulatory Area) discharges into CITY's POTW, the CITY will enter into an agreement with the jurisdiction in which the industrial user is located to assure an effective pretreatment regulatory program consistent with the existing City-County Model. The COUNTY will support and participate in this process as needed. The agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.

9. CITY AND COUNTY PROGRAM EXPENSES

- A.** The COUNTY will reimburse the CITY for expenses associated with pretreatment services, as listed in Attachment 1 or requested in writing by the COUNTY, within sixty (60) days of billing, supported by any information reasonably requested by the County, for implementing, administering, managing the pretreatment program, and any enforcement actions in which the CITY has taken or is recommended against the COUNTY industrial users in the COR and COC Areas. Pretreatment costs will be based on reimbursement for all actual costs. Included, but not limited to, are labor, materials, equipment, rental, and all out of pocket expenditures, plus all associated costs for administration and fringe benefits to labor, including but not limited to Social Security, retirement, industrial insurance, and medical aid, pro-rated sick leave, holidays and vacation time, and group medical and dental coverage, as well as other mandated expenses associated with employees.
- B.** Each billing shall be submitted annually, on or before April 1, for services provided in the prior year. The COUNTY shall advise if it has any questions or needs further information within thirty (30) days. If a billing not subject to further question is outstanding for more than three (3) months, it shall accrue interest at the current local government investment pool rate until paid. A cover letter which summarizes each billing's services shall also be provided. Additionally, the CITY shall send the COUNTY a projected budget for the upcoming year on or before September 1 of each year.

C. The CITY will reimburse the COUNTY for expenses associated with pretreatment services, within sixty (60) days of billing, for implementing, administering, managing the pretreatment program and any enforcement actions in which the COUNTY has taken or is recommended against the CITY industrial users in the ICC and OCC Areas. Pretreatment costs will be based on reimbursement for all actual costs. Included, but not limited to, are labor, materials, equipment, rental, and all out of pocket expenditures, plus all associated costs for administration and fringe benefits to labor, including but not limited to Social Security, retirement, industrial insurance, and medical aid, pro-rated sick leave, holidays and vacation time, and group medical and dental coverage, as well as other mandated expenses associated with employees.

10. INDEMNITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.


The CITY shall indemnify, defend and hold harmless the COUNTY, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, their officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.


COUNTY initials

CITY initials



11. OTHER

- A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B. The PARTIES will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the PARTIES.
- C. The Table provided in Attachment 1 summarizes the responsibilities covered by this Agreement at this time.

12. RCW 39.34.030 (3) and (4) ELEMENTS

- A. Duration: Either party may terminate this Agreement in its sole discretion upon one hundred eighty (180) days written notice. Unless so terminated, this Agreement expires June 30, 2017. Thereafter, it will renew automatically each June 30 for additional one (1) renewal terms, but will remain always subject to termination upon one hundred eighty (180) days written notice. The renewal does not affect the right of termination.
- B. Precise Organization: Each party functions under its existing structures. No additional organizational structures are created.
- C. Purpose: The purpose of this Agreement is to help the PARTIES coordinate their respective pretreatment regulatory programs, as further explained in Section 1.
- D. Budget and Financing: Each party retains sole control of all finance and budget items for its operations and functions. Charges for services are addressed in Sections 4C, 9 and 12F.
- E. Termination: Upon expiration or termination of this Agreement, each party retains control of its property. No joint property or jointly held assets or funds are contemplated.
- F. Administration: Each party has sole control of administering its utility service and regulatory programs, except any litigation must be handled by a legal representative of the party in whose regulatory area the action arises. Any fines or penalties are retained by the jurisdiction in whose name the action is brought. After payment of such amounts, any restitution ordered of costs incurred by the party administering the enforcement program will be distributed by the party bringing the enforcement action.

13. NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

COUNTY: Spokane County Chief Executive Officer or authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

14. COUNTERPARTS

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

15. ASSIGNMENT

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

16. RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

17. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

18. SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

19. HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

20. ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

21. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

22. INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverages required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Attachment: 1 – Summary of Responsibilities under Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane

Dated: 12-11-2012

BOARD OF COUNTY
COMMISSIONERS
OF SPOKANE, COUNTY,
WASHINGTON



ATTEST:
CLERK OF THE BOARD

Daniela Erickson
Daniela Erickson 12-1024

Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice Chair

Al French
AL FRENCH, Commissioner

Approved as to form:

[Signature]
Deputy County Prosecutor
Ron Schiller, DPA
Dated: 12/11/12

CITY OF SPOKANE

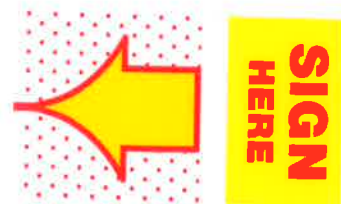
Mayor

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney



Attachment 1
Summary of Responsibilities under Multijurisdictional Agreement for
Pretreatment Program between Spokane County and the City of Spokane

Responsibility	City of Spokane	Spokane County
Spokane County Pretreatment Ordinance	<ul style="list-style-type: none"> ▪ Review Draft ordinance 	<ul style="list-style-type: none"> ▪ Maintain Ordinance at least as stringent as City ▪ Issue final ordinance after City review ▪ Obtain any regulatory agency approval necessary
Pretreatment Ordinance Modification by County	<ul style="list-style-type: none"> ▪ Forward any changes to City ordinance to County 	<ul style="list-style-type: none"> ▪ Revise to keep at least as stringent as City ordinance ▪ Obtain any regulatory agency approval necessary
Local Limits	<ul style="list-style-type: none"> ▪ Forward any changes to City local limits to County 	<ul style="list-style-type: none"> ▪ Maintain limits at least as stringent as City
Pretreatment Annual Report	<ul style="list-style-type: none"> ▪ City shall prepare a draft annual RPWRF report for County's review, completion, and submittal to Ecology ▪ City may review SCRWRF report as it deems necessary 	<ul style="list-style-type: none"> ▪ County or designated consultant shall prepare and submit SCRWRF annual report to Ecology ▪ County will forward annual report to City
County Industrial User Survey for COR/COC Areas		<ul style="list-style-type: none"> ▪ Update continually ▪ Conduct survey and follow up on non-responses ▪ Forward latest version to City ▪ Make any changes as required by regulatory agencies
Permitting Process for COR/COC Areas	<ul style="list-style-type: none"> ▪ Review Draft permit prepared by County 	<ul style="list-style-type: none"> ▪ Send out surveys, permit applications, and classify Industrial Users ▪ Review permit application and prepare Draft permit ▪ Forward permit application to City for review ▪ Send Draft permit for Department of Ecology Review ▪ Publish and conduct Public Commentary of Draft permit ▪ Issue Final permit after Department of Ecology review ▪ Permit modification as needed

Responsibility	City of Spokane	Spokane County
Inspections, Sampling, Analysis of Users within COR/COC Areas	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary. City will give notice to County prior to inspections and sampling. ▪ City may perform duties at request of County ▪ County to give notice to City prior to inspections and sampling. City may attend at its discretion. 	<ul style="list-style-type: none"> ▪ County or designated consultant performs inspections, sampling, and analysis of Users in COR/COC Areas ▪ County distributes inspection and sampling reports ▪ County to forward inspection and sampling reports to City ▪ County to provide City with monthly compliance reports on each permitted User
Enforcement within County (COR/COC Areas)	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary ▪ City may perform duties at request of County ▪ City may recommend enforcement actions to the County 	<ul style="list-style-type: none"> ▪ County to perform enforcement tasks, or delegate to consultant ▪ Publish all out of compliance users as required by Federal Pretreatment regulations in local paper
Emergency Suspension	<ul style="list-style-type: none"> ▪ City may act as needed 	<ul style="list-style-type: none"> ▪ County may act as needed
Response to Production Changes or Changed Discharge		<ul style="list-style-type: none"> ▪ County to review and take appropriate action ▪ County to notify City of change and of action taken
ICR/ICC Inside City service and City regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority- City Ordinance ▪ Industrial Waste Survey ▪ Permitting (all aspects) ▪ Enforcement with City Ordinance ▪ Inspections 	
OCR/OCC Inside City service area but outside City regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority - County Ordinance ▪ Industrial Waste Survey ▪ Permitting (all aspects) ▪ Enforcement with County Ordinance ▪ Inspections 	
COR/COC inside County service area		<ul style="list-style-type: none"> ▪ Legal Authority - County Ordinance ▪ Industrial Waste Survey ▪ Permitting (All aspects not delegated to consultant) ▪ Enforcement with County Ordinance ▪ Inspections

Summary of Responsibilities under Multijurisdictional Agreement for
Pretreatment Program between Spokane County and the City of Spokane

<i>FLOW AREA</i>	<i>PLANT</i>	<i>REGULATORY AREA</i>	<i>SERVICE AREA</i>	<i>IPP</i>	<i>ORDINANCE</i>
ICR	RPWRF	CITY	CITY	CITY	CITY
OCR	RPWRF	COUNTY	CITY	CITY / TO COURT ACTION	COUNTY
COR	RPWRF	COUNTY	COUNTY	COUNTY	COUNTY
ICC	RPWRF / SCRWRF	CITY	CITY	CITY	CITY
OCC	RPWRF / SCRWRF	COUNTY	CITY	CITY / TO COURT ACTION	COUNTY
COC	RPWRF / SCRWRF	COUNTY	COUNTY	COUNTY	COUNTY

BRIEFING PAPER
Public Works Committee
Wastewater Management
December 10, 2012

Subject

Update to the Multijurisdictional Agreement with Spokane County, to include changes in sewer service areas due to the startup of the Spokane County Regional Water Reclamation Facility (SCRWRF).

Background

The City of Spokane and Spokane County provide sewer service within their respective sewer service areas. The City of Spokane provides sewer service to areas inside and outside of City limits, to other jurisdictions and unincorporated areas of Spokane County. Spokane County provides sewer service to areas inside Spokane County.

Under Federal and State pretreatment program regulations, the City and County are required to implement programs for all areas contributing flows to respective facilities for which they hold National Pollutant Discharge Elimination System (NPDES) permits. Because of a common interest in compliance, the City and County desire to mutually cooperate and coordinate their local pretreatment regulatory programs.

Impact

Spokane County will reimburse the City, for time and materials spent on pretreatment activities conducted by the City in County sewer service areas. The City of Spokane will not implement the regulatory pretreatment program in areas generating flows that go solely to the County's Regional Water Reclamation Facility (SCRWRF), unless the flows originate inside Spokane City limits.

Action

Recommend approval.

Funding

Funding for this work is provided in the Wastewater Management budget.

**Agenda Sheet for City Council Meeting of:**

01/14/2013

Date Rec'd	1/2/2013
Clerk's File #	OPR 2013-0003
Renews #	
Cross Ref #	
Project #	2010088, 2012088
Bid #	3802-11
Requisition #	CR13064

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE TAYLOR 625-6307
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-CONTRACT WITH AECOM FOR CSO BASINS 26 AND 34-1

Agenda Wording

Contract with AECOM, Inc. of Spokane for Final Design and Services During Construction of the Combined Sewer Overflow (CSO) Reduction Program Basins 26 and 34-1 for an amount of \$4,788,857.

Summary (Background)

With this professional services contract, AECOM, Inc. will provide final design and services during construction of the CSO Reduction Program Basins 26 and 34-1. Additionally, in conjunction with the planned reconstruction of High Drive, they will do the Pre-Design and modeling for 5 smaller CSO tanks within CSO Basins 20 and 24. This firm, out of Request for Qualifications # 3802-11 was selected as the most highly qualified to do these designs. A Scope and Fee Negotiation then followed and the final agreed upon fair and reasonable Design and Services During Construction amount was \$4,788, 857.

Fiscal Impact

Expense \$ 4,788,857.00

Select \$

Select \$

Select \$

Budget Account

4370-43416-94000-56501

#

#

#

Approvals

Dept Head	TAYLOR, MIKE
Division Director	TAYLOR, MIKE
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED 1/7/13

Distribution List	
	sdecker@spokanecity.org
	pdolan@spokanecity.org

Additional Approvals

Purchasing	
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	jmallahan@spokanecity.org
	mhughes@spokanecity.org
	kbrooks@spokanecity.org
	lhendron@spokanecity.org

	mlesesne@spokanecity.org
	jmallahan@spokanecity.org
	mhughes@spokanecity.org
	kbrooks@spokanecity.org
	lhendron@spokanecity.org

BRIEFING PAPER
Public Works and Utilities Division
Wastewater Management
January 7, 2013

Subject:

Professional Services contracts with AECOM, Inc. of Spokane for Final Design and Services During Construction of the Combined Sewer Overflow (CSO) Reduction Program Basins 26 and 34-1. Additionally, in conjunction with the planned reconstruction of High Drive, they will do the Pre-Design and modeling for 5 smaller CSO tanks within CSO Basins 20 and 24. This firm, out of Request for Qualifications # 3802-11 was selected as the most highly qualified to do these designs. A Scope and Fee Negotiation then followed and the final agreed upon fair and reasonable Design and Services During Construction amount was \$4,788, 857.

Background:

In accordance with the City's Ecology-approved CSO System-Wide Alternatives Report and our National Pollutant Discharge Elimination System permit, the CSO Reduction Program is scheduled to install numerous Control Facilities (underground storage tanks) by December 31, 2017 to achieve one overflow per outfall per year. Planning, modeling, and preliminary designs have been conducted under a CSO PMO contract with AECOM.

The City of Spokane (COS) has elected to return the Program Management Office functions in house. We have also elected to embrace an Integrated Strategy Approach to water quality projects impacting the quality of our river and sole source aquifer; and, the rate payers of the COS. Because of the magnitude of the projects; and, limited resources, it is our determination to optimize the benefit of capital facilities investments while meeting regulatory requirements through this approach. This means that we intend to take advantage of every opportunity to capture and retain storm water closest to its initial area and to minimize the size and costs of downstream holding tanks wherever practicable.

Because of the regulatory deadline; and, of the nature of several of the CSO basins, it has been determined that basins 34-1 and 26 were not likely to be significantly reduced in size and volume. Essentially, their tributary areas are heavily built up; or, predominantly channeled scabland geology with little opportunity for annualized retention and disposal. Therefore, while reviewing other Integrated Strategy Approach options, it is prudent to proceed expeditiously with the design and construction of basins 34-1 and 26.

Since High Drive is scheduled for reconstruction in the final year of the 2004 Street Bond program, the CSO tanks associated with it need to be incorporated into that design and construction program.

AECOM has been responsible for the modeling and design of the overall CSO abatement project under the supervision of WWM. They submitted an original Scope and Fee Estimate for the project. Engineering Services Department (ESD) took that scope (after removing the manhours and fee dollars) and prepared their Independent Fee Estimate for designing and providing Construction Service Support for those two basins. Two sessions were held with AECOM representatives and with Engineering Services Project Engineers to clarify agreement on Scope and deliverables. Further, industry standards were used to compare the proposed fees as % of construction costs; and, of the reasonableness of hours to efforts. After final negotiations, the \$4.7 million combined fee was \$1.85 million lower than the original submitted Scope and Fee proposal. All parties agree that the projects can be properly accomplished for that amount. All parties agree that the scope and fee are within industry standards and norms.

Impact:

The proposed contracts will allow the COS to stay on track to achieve CSO compliance; and, for the timely and integrated CSO design and construction with the High Drive Street Bond project.

Action:

City Council approval of contracts with AECOM, Inc.

Funding:

Funds are from sewer rates and are provided for in the Wastewater Management budget.



Agenda Sheet for City Council Meeting of:

01/14/2013

Date Rec'd	1/2/2013
Clerk's File #	PRO 2010-0039
Renews #	
Cross Ref #	
Project #	2004047
Bid #	
Requisition #	BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE TAYLOR 625-6307
Contact E-Mail	PMTAYLOR
Agenda Item Type	Contract Item
Agenda Item Name	0370-ADMIN RESERVE INCREASE - RIVERSIDE EXTENSION-PHASE 1

Agenda Wording

Authorization to increase the administrative reserve on the contract with Spokane Rock Products, Inc. for Riverside Extension Phase 1 (Martin Luther King Jr. Way) for an increase of \$300,000.00.

Summary (Background)

This project had multiple costly change orders due to problems that could not be foreseen. These exceptional costs caused an overrun of Administrative Reserves. To finalize the project we request authorization of an additional \$300,000 Administrative Reserves. This raises the administrative reserves to 29% of bid price.

Fiscal Impact

Expense	\$ 300,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	3200-94990-95300-56501
#	
#	
#	

Approvals

Dept Head	TAYLOR, MIKE
Division Director	TAYLOR, MIKE
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED - 1/7/13
Distribution List	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	jmalla@spokanecity.org
	mhughes@spokanecity.org

Additional Approvals

Purchasing	

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, January 7, 2013

Subject:

Increase in Administrative Reserve to make final payment for the Riverside Extension Phase 1 project (Martin Luther King Jr. Way), #2004047.

Background:

This project had multiple costly change orders due to problems that could not be foreseen. Four in particular have led to this request for additional funding.

Our last request was for Additional Rock Excavation which we estimated to be \$440,000 and this was granted. In actuality it totaled \$541,000 for an additional increase of over \$100,000. The abrupt nature of the basalt ledges; and, the inability of current technology to accurately determine what can be dug with heavy backhoes; and, what must be chipped are the basis for the changes. Ultimately, had the geotechnical predictions been more accurate, this would still have been the required project cost for rock removal and excavation.

There were also three other large change orders that came after the last request.

The first was an Underground Drainage System to remove excessive ground water. This came to \$72,500. This was required to ensure a stable roadbed and to reduce infiltration to the sanitary sewer system.

The second was for the additional striping and traffic control required to work beyond the original amount of working days and also to carry the project over the winter. These costs totaled \$81,000. The project delays, again, were primarily caused by the rock chipping process.

The River City Auto Body shop required substantial modifications to their private property to keep their access, prevent storm water issues, and to provide acceptable parking. The total for this work came to over \$45,000.

The sum of these three change orders plus the overage from the rock estimate total \$298,500.

These exceptional costs caused an overrun of Administrative Reserves. To final the project we request authorization of an additional \$300,000 Administrative Reserves. This raises the administrative reserves to 29% of bid price.

Impact:

\$300,000 increased cost to the overall project costs.



Agenda Sheet for City Council Meeting of:

01/14/2013

Date Rec'd	1/2/2013
Clerk's File #	PRO 2012-0009
Renews #	
Cross Ref #	
Project #	2010126
Bid #	
Requisition #	BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE TAYLOR 625-6307
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-ADMIN RESERVE INCREASE FOR LIDGERWOOD STREET BOND PROJECT

Agenda Wording

Authorization to increase the administrative reserve on the contract with Schimmels Construction (Spokane, WA) for Lidgerwood Street from North Avenue to Francis Avenue and Surrounding Streets for \$21,000.00

Summary (Background)

This project had two exceptional costs that caused an overrun of the Administrative Reserve. These costs include additional asphalt prelevel that was necessary to complete the project and an increase in traffic control cost. This will raise the Administrative Reserve to 12% of the bid price.

Fiscal Impact

Expense	\$ 21,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	3404-49722-95300-56501
#	
#	
#	

Approvals

Dept Head	TAYLOR, MIKE
Division Director	TAYLOR, MIKE
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED 1/7/13

Distribution List

sdecker@spokanecity.org
pdolan@spokanecity.org
mlesesne@spokanecity.org
jmalla@spokanecity.org
mhughes@spokanecity.org

Additional Approvals

Purchasing	

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, January 7, 2013

Subject:

Increase in Administrative Reserve for the Lidgerwood Bond project, #2010126.

Background:

The quantity of asphalt prelevel included in the project bid was insufficient to adequately smooth the roadway surfaces prior to top lift paving. This is a difficult to predict quantity because accuracy generally relies on the consistent thickness of 40 to 60 year old paving. It is necessary to have sufficient remaining paving to provide a proper base for a grind and overlay improvement. In this case, after grinding, it was determined that several significant areas simply had too thin an existing paving section to leave a proper base for the new hot mix overlay. To satisfactorily complete the project additional asphalt prelevel was needed at an additional cost of \$63,000 dollars.

This project reconstructed roadways adjacent to Holy Family Hospital that hindered access to the Hospital and the Hospital Emergency Room. Temporary traffic control plans required significant modification during construction to ensure continued access to the hospital during varied phases of the project. Added cost was \$11,000.

These two exceptional costs caused an overrun of Administrative Reserves. To final the project we request authorization of an additional \$21,000 Administrative Reserves.

Impact:

\$21,000 increased cost to the Street Bond Program.

Action:

Increase Administrative Reserve of the Lidgerwood Bond project by \$21,000. This raises the Administrative reserve to 12% of the bid price.



Agenda Sheet for City Council Meeting of:

01/14/2013

Date Rec'd	1/2/2013
Clerk's File #	PRO 2012-0025
Renews #	
Cross Ref #	
Project #	2010139,140, 141
Bid #	
Requisition #	BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE TAYLOR 625-6307
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-ADMIN RESERVE INCREASE-NEIGHBORHOOD TRAFFIC CALMING PROJECT

Agenda Wording

Authorization to increase the administrative reserve on the contract with Bacon Concrete, Inc. (Colbert, WA) for Neighborhood Traffic Calming Project, Districts 1, 2 and 3 for an increase of \$2,785.95.

Summary (Background)

There were revisions required to complete construction of the Neighborhood Traffic Calming Project which increased the cost of the project. The required changes absorbed all of the administrative reserve with some remaining work needed. A request to increase the administrative reserve is needed to compensate the contractor for the completed work. This will raise the Administrative reserve to 11.00% of the bid amount.

Fiscal Impact

Expense	\$ 1,356.20
Expense	\$ 991.24
Expense	\$ 438.51
Select	\$

Budget Account

#	1380-24101-95300-56501
#	1380-24102-95300-56501
#	1380-24103-95300-56501
#	

Approvals

Dept Head	TAYLOR, MIKE
Division Director	TAYLOR, MIKE
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED - 1/7/13
Distribution List	
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	pdolan@spokanecity.org
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	jmalla@spokanecity.org
	mhugh@spokanecity.org

Additional Approvals

Purchasing	

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, January 7, 2013

Subject:

Increase in Administrative Reserve for the Neighborhood Traffic Calming Project 2010-12, #2010139, 2010140, 2010141.

Background:

Contract Bid Amount	285,223.50
*Cost Increases	31,308.30
Current Admin. Reserve	28,522.35
Required Increase in Administrative Reserve	2,785.95

***Cost Increases:**

- There were revisions required to complete construction of the Neighborhood Traffic Calming Project which increased the cost of the project. The required changes absorbed all of the administrative reserve with some remaining work needed. A request to increase the administrative reserve is needed to compensate the contractor for the completed work.

History:

- Northeast District 1- Illinois Bike/Parking Lane, Myrtle Street Sidewalk: Due to existing tree root issues, Myrtle Street was narrowed to avoid the existing root systems so new sidewalk could be installed. With this redesign quantities overran and increased the cost for this district.
- South District 2- Walnut Street at 8th Avenue and 9th Avenue: Bump outs; sidewalk and ADA ramps were installed. A redesign was requested by the neighborhood and was constructed. Additional mobilization, traffic control, equipment, labor and materials were required.
- South District 2- 17th Avenue and Mt. Vernon Street: Due to conflict with existing storm water facilities, modifications were required which added cost to the project.

Impact:

- Increased cost to the program

Action:

- Approve increase of \$2,785.95 to the Administrative Reserve to allow final payment for this project.

Total Project Cost will be 11.00% over the project bid amount.



Agenda Sheet for City Council Meeting of:

01/14/2013

Date Rec'd	1/2/2013
Clerk's File #	RES 2013-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	THERESA 6502 SANDERS
Contact E-Mail	TSANDERS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0520 APPOINTMENT OF HEATHER TRAUTMAN

Agenda Wording

Resolution approving the appointment of Heather Trautman as Office of Neighborhood Services and Code Enforcement Director for the City of Spokane.

Summary (Background)

Mayor David A. Condon has appointed Ms. Heather Trautman as the Office of Neighborhood Services & Code Enforcement Director for the City of Spokane pending approval of City Council

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION 2013-0001

A resolution confirming the appointment of Heather Trautman as Director of Neighborhood Services and Code Enforcement.

WHEREAS, section 24 of the city charter states that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, section 5.2.6 of the city council rules of procedures states that approval of appointment of department heads shall be by resolution; and

WHEREAS, after full consideration, Mayor David A. Condon has appointed Ms. Trautman as the Director of Neighborhood Services and Code Enforcement for the City of Spokane; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby confirms the appointment of Heather Trautman as the Director of Neighborhood Services and Code Enforcement for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

01/07/2013

Date Rec'd	12/18/2012
Clerk's File #	ORD C34840
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0370-ALLEY VACATION-COWLEY & GRANT

Agenda Wording

Ordinance C34840 vacating the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley.

Summary (Background)

City Council held the first reading of Ordinance C-34840 on March 5, 2012. Since that time it has become necessary to modify the ordinance to change the legal description to more fully describe the vacation. This makes it necessary to have a new First Reading.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	TAYLOR, MIKE
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C34840

An ordinance vacating the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley

WHEREAS, a petition for the vacation of the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley in the southwest 1/4 of Section 17 Township, 25 North, Range 43 East, is hereby vacated. Alley is more fully described as Lot 11, Block 5, First Addition to Third Addition to Railroad which was dedicated for alley purposes. Parcel number not assigned.

Section 2. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Agenda Sheet for City Council Meeting of:

12/10/2012

Date Rec'd	11/28/2012
Clerk's File #	ORD C34948
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS & UTILITIES
Contact Name/Phone	TIM 6256225 SZAMBELAN
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	AN ORDINANCE OF THE CITY OF SPOKANE GRANTING AVISTA CORP. A FRANCHISE

Agenda Wording

An ordinance granting Avista Corporation, d/b/a Avista Utilities, a public utility franchise to locate, access, construct, install, own, operate, maintain, repair, and replace poles, for the transmission of electricity.

Summary (Background)

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation has respectfully requested that the City of Spokane, Washington (hereinafter referred to as "City"), renew its Franchise to locate, access, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, control and distribution of electricity within the City; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	ROMERO, RICK
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	

Distribution List

Additional Approvals

Purchasing	

CITY OF SPOKANE, WASHINGTON
ORDINANCE NO. C34948

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, A PUBLIC UTILITY FRANCHISE TO LOCATE, ACCESS, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.

WHEREAS, Avista Corporation dba Avista Utilities (“Avista”), a Washington Corporation has respectfully requested that the City of Spokane, Washington (hereinafter referred to as “City”), renew its Franchise to locate, access, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, control and distribution of electricity within the City; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will be given their common and ordinary meaning.

1.1 Avista. “Avista” means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

1.2 City. “City” means the City of Spokane, a municipal corporation of the State of Washington.

1.3 Commission. “Commission” means the Washington Utilities and Transportation Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Washington.

1.4 Days. “Days” means business days.

1.5 Facilities. “Facilities” means, collectively, any and all electric transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to poles, towers, overhead and underground wires and cables, conduits, vaults, transformers, meters, meter-reading devices, communication and control systems

and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, and control of electricity, whether the same be located above or below ground.

1.6 Franchise. “Franchise” means this Ordinance.

1.7 Franchise Area. “Franchise Area” means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- (iv) any other specifically designated City-owned property.

1.8 Maintenance, maintaining, or maintain. The definition of the terms “Maintenance, maintaining, or maintain” includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

1.9 Parties. “Parties” means City and Avista collectively.

1.10 Party. “Party” means either City or Avista individually.

1.11 Person. “Person” means a business entity or natural person.

1.12 Right-of-way. “Right-of-way” means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, utility easement and/or Right-of-way now or hereafter held or administered by the City within its corporate limits.

1.13 State. “State” means the State of Washington.

1.14 Tariff. “Tariff” means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission during the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

Subject to the terms and conditions of this Franchise, the City hereby grants to Avista the non-exclusive privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, access, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing electricity, as may be necessary to provide electric service to its Customers within the Franchise Area and for no other purpose. Avista accepts all areas in existing condition(s) and the City makes no express or implied assurances of the suitability of any area for Avista’s needs or purposes, whether now or hereafter.

2.1 Non-Franchise Area City-Owned Property

This Franchise shall not convey any right to Avista to locate, install, extend, or construct Facilities on or to otherwise use City-owned or leased properties outside the Franchise Area.

Existing Facilities installed or maintained by Avista prior to the enactment of this Ordinance on public grounds and places within the City in accordance with prior franchise agreements or easements (but which such Facilities are not within the Franchise Area as defined by this Franchise) may be maintained, repaired, replaced, operated, and used in like kind by Avista at the location where such Facilities exist as of the Effective Date of this Franchise for the term of this Franchise; provided, however, that 1) no such Facilities may be enlarged, improved, or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards, and procedures, 2) the City provides no express or implied assurances of suitability for all existing Facilities outside of the City's Franchise Area, and 3) Avista is otherwise bound by all other Franchise obligations.

2.2 Duration of Franchise

The rights, privileges and Franchise granted to Avista will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.3 Non-Exclusive Franchise

This Franchise is not, and will not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof. City may not, however, award an electric franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.4 Notice of City's Intent to Compete With Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Electric service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six months notice of such action.

2.5 Assignment Of Franchise

Avista shall not assign or otherwise transfer its Franchise herein without the prior written authorization and approval of City, which such approval and authorization shall not be unreasonably withheld. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.6 Recovery of Franchise Cost

2.6.1 Authority

So long as provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Avista, except a fee as provided in RCW 35.21.860 that recovers from Avista actual administrative expenses incurred by the City that are directly related to:

- (i) receiving and approving a permit, license or this Franchise;
- (ii) preparing a detailed statement pursuant to Chapter 43.21C RCW, as the same exists now or may hereafter be amended.

2.6.2 Fee

The parties understand that the restrictions of RCW 35.21.860 forbid the imposition of a franchise fee. If, at some time, the restrictions of this statute should be removed, Avista and the City shall negotiate a fair and reasonable franchise fee.

2.6.3 Additional Fees

Nothing in this Section shall preclude the City from collecting from Avista fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits.

2.7 Utility Tax

Avista acknowledges that the City is authorized under the laws of the state of Washington to impose certain taxes upon Avista. Nothing in this Section shall exempt (nor shall be construed to exempt) Avista from payment of any and all such taxes lawfully imposed by the City of Spokane Municipal Code, City Ordinance, or City Resolution, as any may hereafter be lawfully amended, adopted, or superseded, and due from Avista; provided, nothing in this Section shall be construed in any way as a waiver of Grantee's rights to contest the validity of any such tax or the amount of any tax due. In the event payment of such taxes is not made by Avista in a timely manner, the City reserves the right, at its sole option, to suspend the rights granted to Avista by this Franchise until such time that Avista pays such taxes or Avista and the City otherwise resolve any matter concerning payment thereof.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

3.1.1 In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities and operations in the Franchise Area. This includes all applicable laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area.

3.1.2 The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption by the City of any new rule, procedure or policy affecting Avista's operations under the Fran-

chise, the City shall provide Avista a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair, relocation or operation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the existing facilities or construction and maintenance of other utilities (public or private) including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchise Area to the extent such information is reasonably available.. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavation, prior to commencing work.

3.4 Vegetation Management -- Trimming/Removal Of Trees

State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Avista to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Avista's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Avista's facilities can lead to power outages and other threats to public safety and welfare. Avista or its agents may inhibit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its electric transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this Section shall prevent Avista, when necessary and with the approval of the record owner of the property on which they may be located, from pruning or removing any trees which overhang the Franchise Area and may interfere with Avista's Facilities, subject to the City's Urban Forestry Program reflected in Chapter 12.02 S.M.C., Article V thereof, as now or hereafter amended.

3.5 Right Of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. In addition, Avista shall only commence excavation work upon the issuance of applicable permits by the City. Avista also acknowledges that excavations required in arterial streets, especially during peak hours of operation, or during special civic events require substantial coordination with the City prior to issuance of a permit. Avista agrees to coordinate such activity prior to commencing excavation as necessary to minimize impacts to the public as required by the City.

3.6 Restoration of Franchise Area

Upon completion of any phase of an excavation project within the Franchise Area, Avista shall, without delay, and at Avista's sole expense, remove all debris and restore the surface of the Franchise Area as nearly as possible to as good or better condition as it was in before the work began. Avista shall replace any property corner monuments, survey references, or hubs that were disturbed, damaged, or destroyed during Avista's work in the Franchise Area. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the City, and to the City's specifications, and in accordance with the City's most current adopted Pavement Cut Policy.

3.7 Workman-like Completion

Any excavation work performed in the Franchise Area shall be carried out in accordance with all applicable City permit requirements, rules, and procedures. Additionally, such excavation work shall be performed with reasonable dispatch, in a workmanlike manner, and with as little interference or inconvenience to the rights of the public as may be reasonable.

3.8 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, subject to the following conditions. In the event of such an emergency requiring immediate action, Avista shall: (i) take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, the City's property, or other persons or property, and to protect the public health and safety; (ii) as soon as possible thereafter, obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit; and (iii) the City shall not be responsible for any and all costs associated with such emergency action.

3.9 Compliance with Rules and Regulations

Avista shall comply with all ordinances, codes, rules, regulations, or policies now or hereafter adopted by the City regarding excavations in the Franchise Area and the Facilities contained therein.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State. Avista shall be bound by all ordinances, resolutions, codes, regulations or policies now or hereafter adopted regarding the City's Franchise Area.

4.1 Necessary Construction/Maintenance By City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than thirty (30) business days' notice of said work, and provided further that the City, its agents and contractors shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.2 Expansion of Avista's Facilities.

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.3 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective.

4.4 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, to the extent permitted by law and in the event Avista has made substantial plans, begun construction or previously constructed Facilities in the subject street or alley, such vacation shall, upon reasonable request from Avista, be subject to the reservation of a perpetual easement in favor of Avista for the purpose of operating and maintaining the Facilities of Avista.

4.7 Utility Pole Attachments by City

City shall be permitted, upon reasonable notice to Avista and without charge by Avista, to attach its traffic control, street lighting, fire and police communications equipment and City-owned information technology communications infrastructure that is used for internal City communications ("City IT Infrastructure") to Avista's poles in the Franchise Area, but at the City's own risk and only in accordance with standard safety practices, codes and Avista specifications. If there is not sufficient space available on Avista's structures such structures may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance and capacity for City facilities. Such City facilities shall be subject to removal or repositioning by Avista to the extent necessary for utility worker safety and the proper construction, maintenance, operation or repair of Avista's Facilities and appurtenances. City assumes all responsibility for the installation and maintenance of City's facilities installed on Avista's Facilities.

SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES

City acknowledges that Avista is obligated to provide electric service and related line extension, relocation or conversion of Facilities for the benefit of its Customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

5.1 Relocation of Facilities

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area or other City-owned property as specifically designated by the City for such purpose. Whether relocation is necessary shall be determined by the City in its sole discretion, which discretion shall be reasonably exercised taking into account all facts and circumstances. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than ninety (90) calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the City. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. If, at any time, the City shall cause or require the alteration or the improvement of any road, right of way or other public property which is subject to rights granted by this Franchise within the Franchise Area, Avista shall, upon written notice from the City change the location or readjust the elevation of its system and other Facilities so that the same shall not interfere with such work and so that such equipment and Facilities shall conform to such new grades or routes as may be established. In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall make a reasonable effort to accommodate said relocation on alternative Public Right(s) of Way. If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

5.2 Relocation of Facilities Requested By Third Parties

If Facilities are to be relocated at the request of and for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation. The City shall have no responsibility for the costs of such third party relocations and shall only incur costs pursuant to 5.1 in the event of subsequent relocation requests (within 3 years).

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, upon Avista's request in writing, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

5.4 Temporary Relocation of Facilities Requested by Third Parties

At the request of any Person holding a valid permit or other written permission from the City, and upon reasonable advance notice and payment by the permit holder of Avista's expenses of such temporary change, Avista will temporarily raise, lower or remove its Facilities as necessary to accommodate a permittee of the City desiring to move over-sized structures or equipment along or across the Right-of-Way in the Franchise Area.

5.5 Conversion of Electric Facilities

City, subject to applicable laws, rules, regulations and tariffs, may direct Avista to convert from above ground to below ground wires, for the distribution of electricity underground and City IT Infrastructure, provided that the City IT Infrastructure is associated with an existing conversion project, after a finding by City, with Avista's concurrence, that such installation is feasible, practical and required for the public interest, safety and convenience. The incremental cost of such conversion of existing Facilities shall be borne and paid by the City or other party requesting the same, subject to law and such rules, regulations, and Tariffs of the Commission. It is expressly agreed by both Parties that this Section 5.6 does not apply to any conversion of transmission infrastructure.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of Avista's Facilities in the Franchise Area; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, its employees or agents. Avista's indemnification obligations pursuant to this Section shall include assuming liability for actions brought by Avista's own employees and the employees of Avista's agents, representatives, contractors, and subcontractors even though Avista might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Avista's exercise of the rights set forth in this Franchise. The obligations of Avista under this Section have been mutually negotiated by the parties hereto, and Avista acknowledges that the City would not enter into this Franchise without Avista's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Avista waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

6.2 Notice to Avista of Intent to Assert Rights

In the event any matter (for which the City intends to assert its rights under this Section) is presented to or filed with the City, the City shall promptly notify Avista thereof and Avista shall have the right, at its sole cost and expense, to settle and compromise such matter as it pertains to Avista's responsibility to indemnify, defend, and hold harmless the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and volunteers provided Avista supplies the City with written acceptance of its indemnification obligations as contained in this Section. In the event any suit or action is commenced against the City based upon any such matter, the City shall likewise promptly notify Avista thereof, and Avista shall have the right, at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to Avista's responsibility to indemnify, defend and hold harmless the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and/or volunteers; provided Avista has agreed in writing to the full indemnification and defense of the City and its officers, elected officials, agents, representatives, engineers, consultants, employees and volunteers. In the event of a less than full written agreement to indemnify and defend, the City may select attorneys and bill the costs of the same to Avista and Avista shall pay the same. Failure of the City to give notice as required herein shall not be a defense except and to the extent that Avista demonstrates actual prejudice therefrom.

6.3 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its officers, employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Revocation and Forfeiture of Franchise

If Avista shall materially violate any of the provisions of this Franchise through material or material or unreasonable failure to heed or comply with any notice given Avista under the provisions of this Franchise, this Franchise may be revoked or annulled by the City and Avista shall forfeit all rights conferred under the Franchise; provided, however, the City shall give 90-days' written notice of its intention to revoke the Franchise during which period Avista shall have the opportunity to remedy any breach. No forbearance by the City shall constitute a waiver of the City's right to enforce any provision of this Franchise.

7.3 Franchise Dispute Resolution

Except in cases of forfeiture under Section 7.2, disputes regarding the interpretation or execution of the terms of this Franchise shall be resolved by direct discussion between a decision-making representative of Avista and the City's Public Works Director. Such discussion shall take place as soon as reasonably possible once the Parties are aware of the dispute.

In the event that direct discussions do not result in resolution of the dispute, the Parties shall in good faith attempt resolution of the matter through mediation. The Parties shall select a mediator as soon as reasonably possible after the failure of direct discussions. Should the Parties not agree on mediator selection, either of them may request that one be appointed by the Seattle office of the American Arbitration Association. Once a mediator is appointed, the Parties shall abide by the rules and instructions of the mediator. A mediation session shall be held as soon as reasonably possible after appointment of the mediator, and decision makers with authority to resolve the dispute shall personally attend the mediation session.

Participation in direct discussions and mediation shall be conditions precedent to the commencement of any other form of dispute resolution. The Parties shall share the cost of mediation fees and expenses equally. If a dispute continues to exist, venue for any legal action arising out of the existence of this Franchise shall be in the state or federal court located in Spokane County, Washington.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any action arising out of the existence of this Franchise.

SECTION 8.0 INSURANCE

8.1 Coverage Required

Avista shall procure and maintain for the duration of the Franchise, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the Franchise granted herein to Avista, its officers, directors, agents, representatives, servants, employees, or volunteers. Avista shall provide certificate(s) of insurance and all policy endorsements naming the City as an additional insured, and to the City for its inspection and approval prior to the commencement of any work or installation of any Facilities pursuant to this Franchise. Such certificate(s) of insurance shall evidence the following minimum coverage amounts:

- (i) Comprehensive general liability insurance including coverage for premises - operations, explosions, and collapse hazard, underground hazard and product completed hazard, written on an occurrence basis, with limits not less than: \$10,000,000 for bodily injury or death to each person; and \$10,000,000 for property damage resulting from any one accident.
- (ii) Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$5,000,000 for each accident.

8.2 Duration of Coverage

The liability insurance policies required by this Section shall be maintained by Avista throughout the term of this Franchise. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Avista. Such coverage shall continue to apply after termination, cancellation, or expiration of the Franchise as to all claims accruing during any hold-over period for a minimum of three (3) years, or longer if the Facilities remain in the ground.

8.3 Primary Coverage

Avista's insurance with respect to Avista's Franchise obligations and indemnity to the City shall be primary insurance with respect to the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and volunteers. Any insurance, including self insured retention maintained by the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and/or volunteers shall be in excess of Avista's insurance and shall not contribute with it.

8.4 Proof of Continued Coverage

On or before sixty (60) days of the anniversary Effective Date of the Franchise, Avista shall file with the City Clerk/Treasurer proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, indicating City coverage required herein and a provision that the coverage may not be cancelled or reduced without at least thirty (30) days prior written notice to the City.

SECTION 9.0 GENERAL PROVISIONS

9.1 Non-assumption of Risk by City

By granting this Franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Avista. Avista shall, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, when necessary to protect the public health and safety.

9.2 Limited Rights

This is only intended to convey a limited right and interest. It is not a warranty of title or interest in the Franchise Area or any other City-owned property. None of the rights granted herein shall affect the City's jurisdiction over its property, including but not limited to the Franchise Area.

9.3 Franchise As Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

9.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

9.3 Prior Franchises Superseded

Upon Avista's acceptance of this Franchise, all rights and obligations of the City and Avista under the prior Franchise granted by the City (Ordinance No. C34948) shall terminate, and the Parties' rights and obligations shall be governed by the terms and conditions provided in this Franchise as of the Effective Date. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to Avista's acceptance, including but not limited to, any outstanding indemnity or administrative fee payment obligations.

9.4 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

9.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

9.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

9.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

9.8 Acceptance of Franchise.

Avista has provided its unconditional written acceptance of all the terms and conditions of the Franchise.

9.9 Notices

Notwithstanding any other provision in this Franchise, the City shall not be liable for any failure or alleged failure to provide notice or timely notice to Avista unless Avista can demonstrate that it has been substantially harmed by the City's failure to provide such notice. For purposes of this Franchise, the contact information and addresses for the City and Avista shall be as follows:

If to the City: Director, Public Works and Utilities
 2nd Floor, City Hall
 808 W. Spokane Falls Blvd
 Spokane, WA 99201

With Copy to: City Attorney Legal Department
 5th Floor, City Hall
 808 W. Spokane Falls Blvd
 Spokane, WA 99201

If to Avista: Director of Operations
 P.O. Box 3727
 Spokane, WA 99220-3727

From time to time the City and Avista may designate another person and/or address for all purposes of this Franchise by a notice given to the other party in accordance with the provisions hereof.

9.10 Franchise Effective Date

This Ordinance takes effect after publication in accord with the requirements of the City Charter, enactment by the City Council, with approval of the Mayor, and acceptance by Avista. The City Clerk is authorized to indicate the effective date upon these events.

PASSED by the City Council _____.

Council President

Attest:

Approved as to form:

Terri L. Pfister, City Clerk

Assistant City Attorney

David A. Condon, Mayor

Date

Effective Date

UNCONDITIONAL ACCEPTANCE BY AVISTA:

I, the undersigned official of Avista Corporation, am authorized to bind Avista Corporation and to unconditionally accept the terms and conditions of the foregoing City of Spokane Franchise Ordinance, which are hereby accepted by Avista Corporation this ____ day of _____.

AVISTA CORPORATION

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of Avista Corporation, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____
My commission expires _____



Agenda Sheet for City Council Meeting of:

12/10/2012

Date Rec'd	11/28/2012
Clerk's File #	ORD C34949
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS & UTILITIES
Contact Name/Phone	TIM 6256218 SZAMBELAN
Contact E-Mail	TSAMBELAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5200-LIGHTSPEED NETWORKS FRANCHISE ORDINANCE

Agenda Wording

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to LightSpeed Networks Inc., subject to certain conditions and duties as further provided

Summary (Background)

This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and LightSpeed Networks Inc. as Grantee, hereafter also "Grantee". Grantee is an Oregon Corporation whose home office is 921 SW Washington Street., Ste. 370, Portland, OR 97205

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	ROMERO, RICK	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	FEIST, MARLENE		
Additional Approvals			
Purchasing			

LIGHT SPEED NETWORKS INC, TELECOMMUNICATIONS (NONCABLE)
FRANCHISE

Ordinance No. C-34949

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to LightSpeed Networks Inc., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary to furnish and deliver Telecommunications services as provided in the Franchise. It includes poles, wires and conduits, but not above ground

pedestals or other special installations in the Public Right of way absent written permission of the Administering officer.

“Gross Revenues” means any and all revenue, of any kind, nature, or form, without deduction for expenses in the City of SPOKANE and is further defined in Section 14. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, associated drainage Facilities, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility Facilities, as well as municipal traffic signal, street lighting and communications Facilities in the Right of way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the Right of way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other Facilities located in or near the Right of way or areas or easements opened and accepted for municipal use.

"Public Right of way" or “Right of way” means land acquired by or dedicated to the City for public roads and streets, but does not include

state highways;

land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public;

structures, including poles and conduits, located within the Right of way;

federally granted trust lands or forest board trust lands;

lands owned or managed by the state parks and recreation commission; or

federally granted railroad rights of way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

“Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition,

"information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "Telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and LightSpeed Networks Inc. as Grantee, hereafter also "Grantee". Grantee is an Oregon Corporation whose home office is 921 SW Washington Street., Ste. 370, Portland, OR 97205. Any notice sent hereunder shall be sent to the above address to Attention: General Counsel. Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to Robin Smith: telephone (503) 414-0479; email rsmith@LSNetworks.net; fax (503) 227-8585.

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy the Public Right of way, to locate Facilities to provide Telecommunications service to the public in the City of Spokane and/or to transport Telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public Right of way for cable service or cable television service. The grant is by way of general permission to occupy the Right of way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on permission

A. Should the City determine Grantee is using the Franchise beyond its purpose or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public Right of way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City. [Cross reference section 16 B for cure and default provision.]

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the Right of way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant

similar permission to others. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance; PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight twenty (20) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General provisions

A. Grantee will become and remain in good standing a corporation registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a toll free public telephone number 24 hours a day, seven days a week for customer access, personally staffed at least during normal business hours.

B. Grantee will provide safe and reliable service to its customers at rates that are fair and reasonable, in accordance with all applicable laws and regulations, including regulatory ordinances, resolutions of the City Council and orders of the Administering officer relating to use of the Right of way or otherwise to areas within municipal jurisdictional powers as may now or hereafter arise. Grantee agrees to be accessible to its customers and responsive to customer needs.

C. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public Right of way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. [See also, section 7; Pavement Cut policy.] Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard,

danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

D. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the Right of way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS Director and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the Administering officer. Above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements.

B. The City reserves the right to change, regrade, relocate, or vacate the Public Right of way and/or skywalk over the Right of way at no expense or liability to the City. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within ninety (90) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer, at its sole expense and liability, including handling any third party claims, such as service interruption. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the notice period may be shortened, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the Right of way, when reasonably necessary for construction, alteration, repair, or improvement of the Right of way for purposes of public welfare, health, or safety. The same terms and timelines as

exists in Section 6B shall apply for the relocation contemplated in this Section 6C.

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the Right of way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the Right of way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the Right of way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the

City determines to abandon or vacate any right or way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

Section 7. Grantee to restore affected areas

Subject to section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the Right of way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to Facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days in performing any obligation here or elsewhere in the Franchise, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances.

Section 8. Information, good engineering, inspections

A. Grantee will supply information requested by the Administering officer such as installation inventory, locates of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other Right of way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited access, no obstruction, accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public Right of way or other location when, in the reasonable

judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the Right of way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the Right of way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee facilities in the Right of way as, in the judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such Right of way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other Right of way occupants or users, other utilities, franchisees, or permittees. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public Right of way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right of way, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee facilities provided under this paragraph, or use such facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between LightSpeed Networks Inc. and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City MIS Director at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Grantee will indemnify and hold harmless the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any Franchised area is furnished "as is".

The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. During the term of this Franchise, the Administering officer, with the advice of the City Risk Manager may review the relative risk of Grantee's installation and operations and direct changes to insurance and liability protections as he/she may require. Unless so modified, Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, with the City of Spokane named as an additional insured.

B. Any Grantee insurance policy or approved self insurance arrangements addressing requirements of this Franchise shall be primary to any City insurance coverage or, in the event the City is self insured, any Grantee policy shall afford first dollar protection coverage for risks included in Grantee's operations. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be cancelled or reduced without at least thirty (30) days notice to the City, filed as above provided.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telephone business operations in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telephone business franchise fees is removed or modified to allow a Franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days notice to invoke this provision and any Franchise fee under it shall be prospective in nature.

B. If Grantee operates a Cable television service, the cable franchise fee is

5% of gross receipts from said business from the time of commencement of such operations, but this shall not excuse full compliance with other applicable requirements.

C. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within forty-five (45) days of billing pursuant to this Franchise. Failure to pay within forty-five (45) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

D. The City reserves the right to audit any books or records required to enforce any lawful tax, fee or expense to be paid by Grantee. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location within the City of Spokane or by mutually accepted other arrangements. Grantee agrees, that no later than sixty (60) after receiving written request from the City Treasurer to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Treasurer on the same day as filed, postage prepaid, affecting any of Grantee's Facilities or business operations in the City of Spokane. Any information provided by Grantee to City shall be subject to public disclosure under the public records act, RCW 42.56.

Section 15. Franchise administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its Right of way or other franchised areas. For the performance of all Franchise obligations, time is of the essence. All City acts under this Franchise are discretionary, guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Any assignment of use or occupancy privileges requires consent of the City in the manner originally granted. This does not apply to minor stock transfers, or assignments to affiliates. No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. In any condemnation proceeding brought by the City, no grantee of any permission, permit or franchise under this chapter or otherwise shall ever be entitled to receive any return thereon, or its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days notice to

Grantee and opportunity to cure. No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise render the same safe as the Officer reasonably determines.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

Passed the City Council _____, _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. C34949, effective _____, _____.

I, _____, am the _____ of LightSpeed Networks Inc., and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of LightSpeed Networks Inc.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, _____.

Witness: _____

**Agenda Sheet for City Council Meeting of:**

01/14/2013

<u>Date Rec'd</u>	1/2/2013
<u>Clerk's File #</u>	OPR 2013-0004
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2012-0021
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HUMAN SERVICES
<u>Contact Name/Phone</u>	JERRIE ALLARD X6055
<u>Contact E-Mail</u>	JALLARD@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Considerations
<u>Agenda Item Name</u>	2013 COMMUNITY, HOUSING AND HUMAN SERVICES FUNDING RECOMMENDATIONS TO COUNC

Agenda Wording

Approve Community, Housing and Human Services Board (CHHS) recommendations and authorization to enter into contracts with the agencies listed on the attached list. The term of the contracts will be January 1, 2013 through December 31, 2013.

Summary (Background)

Each year, City Council allocates funding for human services grants through the general fund budget. The CHHS Board evaluates the proposals submitted and makes recommendations to City Council, which has the final authority to approve or modify the recommendations. On 12/5/12, the CHHS Board approved the recommendation to extend all 22 of the 2012 projects to 12/31/13 for a funding total of \$898,680.00

Fiscal Impact

Expense	\$ 878,600
Revenue	\$ 20,080
Expense	\$ 20,080
Select	\$

Budget Account

#	0300-53010-51200-54201
#	0300-53010-66000-33694
#	0300-53010-66000-54201
#	

Approvals

<u>Dept Head</u>	ALLARD, JERRIE
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	PCED 12/17/12
<u>Distribution List</u>	jchaffins@spokanecity.org

Additional Approvals

<u>Purchasing</u>	

**Community, Housing and Human Services Board
2013 Funding Recommendations**

Agency	Program	Funding Priority	Final
American Red Cross	Emergency Services	homelessness	\$15,000
Boys & Girls Clubs	Be Great! Eat Great!	nutrition and food security	\$10,000
Catholic Charities	Nutrition Project	nutrition and food security	\$52,000
Catholic Charities	Catholic Charities, House of Charity	homelessness	\$59,000
Catholic Housing Services	Valor Haven	homelessness	\$10,000
Community Health Association of Spokane	Dental Program	health care	\$80,000
First Covenant Church	Street Wise Meals	nutrition and food security	\$10,000
Frontier Behavioral Health dba Spokane Mental Health	Care Cars	health care	\$25,000
Frontier Behavioral Health dba Spokane Mental Health	Homeless Outreach Team	homelessness	\$48,000
Goodwill Industries	Moving Forward - Jobs for self-sufficiency	homelessness	\$30,000
Lutheran Community Services	Sexual Assault & Fam Trauma Response	health care	\$41,000
Martin Luther King Jr Family Outreach Ctr	Family Emergency Services	homelessness	\$24,000
Our Place Community Ministries	Emergency Services	nutrition and food security	\$28,000
Partners w/Families & Children	Partners Child Advocacy Center	health care	\$30,000
Salvation Army	Homeless Case Mgmt for Shelter & TH	homelessness	\$80,500
Second Harvest	Service to City Outlets and Agencies	nutrition and food security	\$75,200
Spokane Aids Network	HIV / AIDS Care Services	homelessness	\$12,000
Transitional Programs for Women	On My Way	homelessness	\$90,000
Volunteers of America	Alexandria's House & Crosswalk	homelessness	\$36,000
Volunteers of America	Hope House	health care	\$23,750
YFA Connections	Adult Treatment Services	health care	\$29,230
YWCA	Shelter	homelessness	\$90,000
TOTAL AWARDS			\$898,680

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, December 17, 2012

Subject

Renewal of 2012 human services general fund grant allocations. Beginning with the 2012 awards, contracts were awarded for a one year term with the intent of renewal in 2013 for programs meeting fiscal and program performance measures as well as the availability of funding.

Representatives from the Community Housing and Human Services board (CHHS) have concluded their review of the 2012 programs and subsequent 2013 funding recommendations.

Background

In 2011, the Human Services Board worked closely with members of the City Council and the Mayor's office in establishing criteria and recommendations for City funding of human service programs. In 2012, the Human Services Board was combined with the Community Development Board and Regional Homeless Governance Council to create the Community Housing and Human Services Board. The review of 2012 programs and resulting recommendations were formed by a subcommittee of the CHHS board comprised of former members of the Human Services Advisory Board.

Local governments, for-profit and non-profit (including faith-based) agencies serving the City of Spokane are all eligible to apply. In 2007, the City Council encouraged the board to make funding recommendations using the philosophy of funding fewer projects at a higher level. The purpose of this philosophy follows the national trend of funders seeking measurable impact with the dollars awarded to social service providers.

The 2012 proposals were reviewed and scored using a comprehensive scoring process. A total of 35 of proposals were received totaling \$2,111,861 million in requests. City Council approved awards totaling \$898,680 on January 17, 2012.

The scoring process included an evaluation of each proposal based off the funding principles and priorities as approved by City Council.

Funding Principles & Priorities

Principles

- Ensuring measureable progress towards addressing the human services funding priorities
- Strengthening our community safety-net

- Promoting economic self-sufficiency
- Encouraging innovation and use of best practices
- Supporting prevention
- Seeking efficiency and coordination of services through agency (public and private) collaboration
- Using human services grant funds to leverage other local, state and federal funding
- Eliminating barriers to needed services

Funding Priorities

Per City RES 2006-0070, funding priorities for Human Services grants are set annually by the City Council. Priorities are to be needs driven, community-based, of the mind-set of basic needs or of a safety-net approach, and in accordance with long-term intentions.

The priorities have equal value and are not listed in order of importance. The following 2012 Human Services funding priorities were adopted by City Council per Resolution 2010-0052.

- Reducing or preventing homelessness among the most vulnerable populations such as the disabled, veterans, youth and families
- Promoting and ensuring nutrition and food security
- Improving access to and utilization of mental and physical health care

Impact

Renewed funding for the programs will allow for continuity of critical, basic need services for low-income households.

Action

Approve funding renewals as presented. Final dollar amounts will be adjusted based off the 2013 approved budget. The board’s recommendations are tentatively scheduled to go before City Council on January 14, 2013. Once approved, the department will enter into one year contracts with funded agencies.

Agency	Program	Final
American Red Cross	Emergency Services	\$15,000
Boys & Girls Clubs	Be Great! Eat Great!	\$10,000
Catholic Charities	Nutrition Project	\$52,000
Catholic Charities	Catholic Charities, House of Charity	\$59,000
Catholic Housing Services	Valor Haven	\$10,000
Community Health Association of Spokane	Dental Program	\$80,000
First Covenant Church	Street Wise Meals	\$10,000
Frontier Behavioral Health dba Spokane Mental Health	Care Cars	\$25,000
Frontier Behavioral Health dba Spokane Mental Health	Homeless Outreach Team	\$48,000

Goodwill Industries	Moving Forward - Jobs for self-sufficiency	\$30,000
Lutheran Community Services	Sexual Assault & Fam Trauma Response	\$41,000
Martin Luther King Jr Family Outreach Ctr	Family Emergency Services	\$24,000
Our Place Community Ministries	Emergency Services	\$28,000
Partners w/Families & Children	Partners Child Advocacy Center	\$30,000
Salvation Army	Homeless Case Mgmt for Shelter & TH	\$80,500
Second Harvest	Service to City Outlets and Agencies	\$75,200
Spokane Aids Network	HIV / AIDS Care Services	\$12,000
Transitional Programs for Women	On My Way	\$90,000
Volunteers of America	Alexandria's House & Crosswalk	\$36,000
Volunteers of America	Hope House	\$23,750
YFA Connections	Adult Treatment Services	\$29,230
YWCA	Shelter	\$90,000
TOTAL AWARDS		\$898,680

Funding

Funding for these grants is provided through the City's general fund. The Mayor's proposed budget includes \$898,680 for this purpose.