

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 11, 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 beginning and 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

- | | | | |
|----|--|---------|------------------------------|
| 1. | Low bid meeting specifications of Mallory Safety & Supply (Spokane, WA) for purchase of 273 Escape Belts and Carabineer Multi-use Straps and 293 Escape Systems—\$151,613.90 (including tax).
<i>Art Nichols</i> | Approve | OPR 2013-0170
BID 3917-13 |
| 2. | Amendment to Management Agreement with owners of Masonic Temple, a Spokane Register of Historic Places property located at 1108 W. Riverside Avenue.
<i>Kristin Griffin</i> | Approve | OPR 1991-0774 |
| 3. | Contract Amendment with HDR Engineering, Inc. (Spokane, WA) for air pollution modeling services at the Southside Landfill—increase of \$16,390. Total Contract Amount—\$53,610. An administrative reserve of \$5,361, which is 10% of the contract price, will be set aside.
<i>Scott Windsor</i> | Approve | OPR 2011-0546 |
| 4. | Spokane Area Workforce Development Council Supplemental Agreement No. 2 with Washington State Department of Transportation—increase award by \$35,000.88 for pre-apprenticeship initiative and extend contract through August 31, 2013. Total Award—\$109,995.66.
<i>Seth Dyson</i> | Approve | OPR 2012-0675 |

- | | | |
|---|---|---|
| <p>5. Contract with Oracle America, Inc. (Redwood Shores, CA) for Enterprise Ed Database Processing Support, Named User Perpetual Licenses Support, with Update Sub Service, and right to use Oracle Licenses for the HRMS System from April 21, 2013 through April 20, 2014—\$272,128.07 (including tax).
 Michael Sloan</p> | <p>Approve</p> | <p>OPR 2013-0171
RFP 3650-09</p> |
| <p>6. Contract with Azteca Systems, Inc. (Sandy, UT) for Software and Services to implement Cityworks Server AMS from March 1, 2013 through March 31, 2014—estimated expense \$49,870 (including tax).
 Michael Sloan</p> | <p>Approve</p> | <p>OPR 2013-0172</p> |
| <p>7. Modification of Agreements with Washington State Department of Commerce and Inland Empire Residential Resources to increase Federal Neighborhood Stabilization funds loaned to the Sprague Union Terrace Affordable Rental Housing Project—\$195,519.
 Paul Trautman</p> | <p>Approve</p> | <p>OPR 2010-0670</p> |
| <p>8. Grant Award from the Washington State Department of Commerce to provide lead-based paint hazard control activities in Spokane County—\$1,030,397.
 Paul Trautman</p> | <p>Approve</p> | <p>OPR 2013-0173</p> |
| <p>9. Change Order No. 2 to contract with Red Diamond Construction, Inc. (Spokane, WA) for Oak Street from Inland Empire Way to 28th Avenue—increase of \$16,300 (plus tax). Total cost-to-date—\$204,690.27.
 Gary Nelson</p> | <p>Approve</p> | <p>PRO 2010-0034
LID 2010134</p> |
| <p>10. Increase administrative reserve on contract with Red Diamond Construction, Inc. (Spokane, WA) for 14th Avenue from Cuba Street to Havana Street and Cuba Street from 14th Avenue to 13th Avenue—\$29,436.75.
 Gary Nelson</p> | <p>Approve</p> | <p>PRO 2012-0008
LID 2010042</p> |
| <p>11. Report of the Mayor of pending:</p> | <p>Approve &
Authorize</p> | |
| <p>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 \$_____.</p> | <p>Payments</p> | <p>CPR 2013-0002</p> |
| <p>b. Payroll claims of previously approved obligations through _____: \$_____.</p> | | <p>CPR 2013-0003</p> |



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)

APPOINTMENTS

RECOMMENDATION

**Fire Code Advisory & Appeals Board: Two Appointments;
One Re-appointment** **Confirm** **CPR 1991-0134**

Bicycle Advisory Board: Three Appointments **Confirm** **CPR 1992-0059**

**Community, Housing & Human Services Board: Two
Appointments** **Confirm** **CPR 2012-0033**

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

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2013-0019 Approving settlement of Frank Hoover, as Guardian ad Litem for Child A, et al. v. City of Spokane, et al., Spokane County Superior Court Cause No. 10-2-00455-1, arising out of an incident on August 27, 2008—\$613,700.98.
Sam Faggiano
- RES 2013-0020 Regarding the City Council's approval of the Plan Commission's 2013 Work Program.
Sponsor: Council President Ben Stuckart
- ORD C34964 Relating to the executive and administrative organization of the City; adopting a new Chapter 3.01A to Title 3; and repealing Chapter 3.01 of the Spokane Municipal Code.
Heather Lowe
- ORD C34965 Relating to the Police Division; adopting a new Chapter 3.10 to Title 3 of the Spokane Municipal Code.
Heather Lowe

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C34969 Relating to weights and measures; amending SMC Sections 1.05.170, 4.04.010, 4.04.020, 10.34.030, 10.34.050, 10.34.060, and 10.34.070; and repealing SMC Sections 8.02.0219, 10.46.010, 10.46.020, 10.46.030,

10.46.040, 10.46.050, 10.46.060, 10.46.070, 10.46.080, 10.46.081,
10.46.082, 10.46.083, 10.46.084, 10.46.085, 10.46.086, 10.46.090,
10.46.100, 10.46.110, 10.46.120, 10.46.130, 10.46.140, 10.46.150,
10.46.160, 10.46.170, 10.46.180, 10.46.190, 10.46.200, 10.46.210,
10.46.220, 10.46.230, 10.46.240, 10.46.250, 10.46.260, 10.46.270,
10.46.280, 10.46.290, 10.46.300, 10.46.310, 10.46.320, 10.46.330,
10.46.340, 10.46.350, 10.46.360, 10.46.370, 10.46.380, 10.46.390,
10.46.400, 10.46.410, 10.46.420, 10.46.430, 10.46.440, 10.46.450,
10.46.460, 10.46.470, 10.46.480, 10.46.490, 10.46.500, 10.46.5001,
10.46.5002, 10.46.5003, 10.46.5004, 10.46.5005, 10.46.5006, 10.46.5007,
10.46.5008, 10.46.5010, 10.46.5011, 10.46.5012, 10.46.5013, 10.46.5014,
10.46.5015, 10.46.510, 10.46.520, 10.46.530, 10.46.540, 10.46.550,
10.46.560, and 10.46.570.

Jan Quintrall

ORD C34970 Relating to Type II applications for Conditional Use Permits; amending SMC Sections 17C.110.110, 17G.060.050, 17G.060.120 and 17A.020.200.

Marla Powers

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 11, 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 March 11, 2013, Regular Legislative Session of the City Council is adjourned to Monday, March 18, 2013.

NOTES



Agenda Sheet for City Council Meeting of:

03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	OPR 2013-0170
Renews #	
Cross Ref #	OPR 2012-0487
Project #	
Bid #	3917-13
Requisition #	RE 16557

Submitting Dept	FIRE
Contact Name/Phone	ART NICHOLS 625-7080
Contact E-Mail	ANICHOLS@SPOKANEIFRE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0440 AWARD OF BID FOR FIRE ESCAPE SYSTEMS AND BELTS

Agenda Wording

Award lowest bid meeting specification to Mallory Safety & Supply (15310 E. Marietta, Spokane, WA 99216) for the purchase of 273 Escape Belts and CMUS (Carabineer Multi-Use Strap) and 293 Escape Systems for a total of \$151,613.90 including tax.

Summary (Background)

FEMA has awarded a grant (80% FEMA – 20% local) to the Fire Department which was approved by Council on 06/04/2012. This grant is for Personal Protective Equipment (PPE), specifically Escape Belts and Systems which are to be used by firefighters in emergency situations to evacuate from a building when all normal escape means have been eliminated. The FD had tested a variety of belts, hooks, ropes and escape systems extensively which resulted in the selection of the components specified.

Fiscal Impact

Expense	\$ 121,292.12
Expense	\$ 30,322.78
Select	\$
Select	\$

Budget Account

#	3130-91687-22200-53205
#	3130-49201-22200-53205
#	
#	

Approvals

Dept Head	WILLIAMS, BOBBY
Division Director	WILLIAMS, BOBBY
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA
Additional Approvals	
Purchasing	PRINCE, THEA

Council Notifications

Study Session	Public Safety 2/27/13 (email)
Other	
Distribution List	
	anichols
	lbrant
	bwilliams
	tprince

Bids were received from 3 vendors. The FD's share is \$ 30,322.78.

Bidder	Description	Number of units	Description	Number of units
	Escape belts & CMUS each	273	Escape Systems each	293
Mallory	\$ 212.89	\$ 58,118.97	\$ 277.68	\$ 81,360.24
MES	\$ 206.46	\$ 56,363.58	\$ 285.93	\$ 83,777.49
Unifire		Combined both units	\$ 487.00	\$ 142,691.00
Unifire(belts only)	\$ 216.50	\$ 59,104.50	\$	\$ -
Unifire (intended)	\$ 216.50	\$ 59,104.50	\$ 270.50	\$ 79,256.50

Sub Total	Tax	Total		Will sell additional units at the same price
\$ 139,479.21	\$ 12,134.69	\$ 151,613.90		Yes
\$ 140,141.07	\$ 12,192.27	\$ 152,333.34		Yes
\$ 142,691.00	\$ 12,414.12	\$ 155,105.12		Yes
\$ 59,104.50	\$ 5,142.09	\$ 64,246.59		Yes
\$ 138,361.00	\$ 12,037.41	\$ 150,398.41	Rejected by Barb Burns	Yes

Days to delivered once awarded

45

49

63 from today

63 from today

63 from today

DAVID CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BID

City of Spokane, Washington

BID NUMBER: 3917-13

DESCRIPTION: FIREFIGHTER ESCAPE SYSTEMS AND ESCAPE BELTS

DUE DATE: MONDAY, FEBRUARY 25, 2013
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:
COMPANY MALLORY SAFETY AND SUPPLY

MAILING ADDRESS 15310 E MARIETTA AVE
SPOKANE WA 99216

PHYSICAL ADDRESS 15310 E MARIETTA AVE
SPOKANE WA 99216

PHONE NUMBER 509 534-0661

FAX NUMBER 509 534-0991

E-MAIL ADDRESS bparrish@malloryco.com

Shea Prince

Purchasing

CITY OF SPOKANE REQUEST FOR BIDS

PART I. PRICING PAGE

TO: PURCHASING, CITY OF SPOKANE

BID NAME: ESCAPE SYSTEMS AND ESCAPE BELTS

BID NO: 3917-13

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	273	ESCAPE BELTS & CMUS (Carabiner Multi-Use Strap)	\$212.89	\$58,118.97
2	293	ESCAPE SYSTEMS	\$277.68	\$81,360.24
SUB TOTAL				\$139,479.21
WA STATE SALES TAX (8.7%)				\$12,134.69
GRAND TOTAL				\$151,613.90


PAYMENT: Net 30 days

PAYMENT: Supplier will accept credit cards: YES NO

DELIVERY: We (I) will deliver complete the above items within 45 days from receipt of order.

F.O.B. Delivery Point:

ACCEPTANCE: The signing and submittal of Part 1 of this proposal shall be an indication of acknowledgement and acceptance of these terms and conditions and compliance shall be part of the bidders' proposal.

Firm Name: MALLORY SAFETY AND SUPPLY CO Signature: 

Mailing Address: 15310 E MARIETTA AVE, SPOKANE WA 99216 By: BILL PARRISH
(Type or Print)

Title: TERRITORY MANAGER

Phone: 509 954-0881 Date: 02/19/2013

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: BILL PARRISH TELEPHONE: 509 954-0881

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration.

If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS LICENSE NUMBER: T12089915BUS

ORGANIZATION

Proposal of an () individual () partnership (X) corporation organized and existing under the Laws of the State of WASHINGTON.

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the bid price. Vendor agrees to sell at the same price, terms and conditions.

YES _____ X _____ NO _____

If yes, prices are good until further notice.

INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the vendor agrees to sell additional items at the bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

ORIGINAL EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
<u>XTREME RESCUE</u>	<u>614 E STATE ST, CHERRY HILL, IL</u>	<u>61016</u>
<u>STERLING ROPE CO INC</u>	<u>26 MORIN ST, BIDDEFORD ME</u>	<u>04005</u>
<u>FIRE INNOVATIONS LLC</u>	<u>BOX 2111, PETALUMA CA</u>	<u>94953</u>

MINORITY BUSINESS ENTERPRISE

Vendor (is ____, is not X) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is X, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PART II. SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

1. These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.
2. Time is of the essence in the performance of this contract after a delivery schedule is established. Delivery time shall be a consideration of awarding this contract.
3. Vendors should be aware that bids would be rejected if all questions are not completely and correctly answered.
4. The City of Spokane reserves the right to divide the award of this bid in the most efficient way for the City.
5. Signature on this proposal by the bidder will confirm acknowledgement of receipt and understanding of general terms and conditions.

SECTION II. SPECIAL INSTRUCTIONS

1. This bid is for a firefighter escape system to be worn by all on-duty Spokane Fire Department members. Included in the bid are a complete escape system, escape belt, and accessory strap for use with escape belt. Bidder may bid on both the escape system and escape belt system or individually. The Fire Department will select what will be most beneficial in cost but will consider other factors such as delivery time, warranties, and support. All items may be delivered as separate components as we will be training individuals how to assemble system in the course of training on usage.
2. Specifications below are for an individual system.
3. Quantities indicated on page two are realistic estimates of expected annual usage but no particular quantities are guaranteed. Specific quantities of each belt size will be provided at time of award.
4. The successful vendor will be required to maintain a local stock of all line items. Actual stocking levels are to be determined and agreed upon before award to recommended vendor.
5. All items must meet Spokane Fire Department specifications and NFPA 1983-2012 Edition Standards.
6. Delivery of Escape system components is required by May 1, 2013.
7. Delivery of Escape Belt & CMUS (**Carabiner Multi-Use Strap**) components is required by April 1, 2013 in order to outfit each firefighter for scheduled training.
8. The City of Spokane reserves the right to request samples of the quoted items, before award, and to have the final say in the determination of equals.
9. Any questions may be directed to Art Nichols, Fire Department (509) 625-7080 or Thea Prince, Purchasing Division (509) 625-6403.

10. The Fire Department has completed extensive testing and evaluations of several belts and systems with the equipment listed below as being the best products for this Department. Since many of the items specified below are new to the market or yet to be released we have included contact information to assist you in the bid process. The contacts are familiar with the specifications listed below.

Manufacturer Contact Information:

Xtreme Rescue Inc
Contact: Brian Herrli
614 East State Street
Cherry Valley, IL 61016
(773) 406-4574
chicagosquad5@yahoo.com

Sterling Rope Co., Inc.
Contact: Matt Hunt
Alternate Contact: Sam Morton
26 Morin Street
Biddeford, ME 04005-4413 USA
(800) 788-7673 ext. 3107
rescue@sterlingrope.com

Fire Innovations, LLC
Contact: JC Colorado
PO Box 2111
Petaluma, CA 94953
(866) 347-3466
info@fireinnovations.com

11. I acknowledge receipt and compliance with the above special instructions.



SECTION III. TECHNICAL SPECIFICATION

Escape System:

Descent Control Device: Xtreme Rescue HALO Escape Device

Hands free descending device. Auto stopping. Shall be capable of utilizing a 7.5 mm Escape Rope, with an internal cam activated by the user's weight creating an auto-stopping descent control. Auto-stop shall be overcome and descent speed controlled by pulling on a metal control device, capable of being activated with one hand. The descent control device shall include a rope guide to reduce rope jamming. Device is 6" (L) x 1.25" (W) x 1" (H). Device to be independently certified NFPA 1983 - 2012 edition as an Escape Device by an industry recognized company. Device shall be marked as such and be marked with individual serial numbers for tracking purposes. A 100% kevlar tether shall be sewn on and be rated for a minimum of 13.5 kN MBS. This tether is to be used for attaching the carabiner for attachment to the escape belt.

Sterling Rope SAFE-D carabiner to be included and attached to tether with captive eye pin installed. Carabiner specs: 3 stage Auto-locking, Assymetrical D shaped carabiner. Red in color. UL certified to NFPA 1983 -

Technical Use. Captive eye pin with removable 2mm set screw with included allen wrench. MBS 28kN along major axis, 11kN along minor axis. Gate opening: 1.05".

A total of 20 extra 2mm set screws to be included with entire order.

Manufacturer shall provide a guarantee for a period of ten (10) years against any and all faults in material. This shall exclude unauthorized modifications of the equipment, use of the equipment for other than its' intended purpose, improper inspection/maintenance of the equipment, or normal wear and tear of the equipment.

Rope: Sterling Rope EscapeTech 7.5mm Escape Rope

50 feet in length. Rope to be sewn onto hook by rope manufacturer with a fully rated stitch. Tail of rope to be pre-threaded through escape device and the tail sewn with a fully rated, manufacturer supplied termination providing an attachment point.

16 carrier sheath with one black Technora strand, one red Kevlar strand, and 14 natural colored Technora strands. Core constructed of Nylon. Elongation at 300 lbs – 6.1 %, MBS – 3912 lbs, Weight per 50 feet -1.4 lbs.

Carrying Bag / Deployment Strap: Customized bag and deployment strap manufactured by Xtreme Rescue for Spokane Fire Department.

Bag designed to be stored in either left or right pocket of Globe turnout pants for secure storage and easy deployment of escape system. Bag made of water resistant Cordura to specifications supplied to manufacturer by the Spokane FD (contact manufacturer for details regarding design).

Deployment strap designed to assist in easy deployment of the escape system. Strap to be constructed of fire resistant material per specifications supplied to the manufacturer by the Spokane FD (contact manufacturer for details regarding design).

Hook: Sterling Rope Lighting GT Escape Anchor Hook

Escape anchor hook constructed of 7076-T6 Aluminum, Anodized, Red in color. Hook to weigh 7.5 oz and certified UL listed to NFPA 1983 - 2012 as an Escape Anchor. Dimensions: Length 7 inches, width (at widest) 4.5 inches, thickness 0.5 inches. Hook to feature a hitching slot with spring loaded wire gate, allowing for a secure remote anchorage.

Escape Belt and Accessory:

Escape Belt: Fire Innovations Cheyenne Escape Belt w/ Carabiner Multi Use Strap

The firefighter escape belt shall be compliant to NFPA 1983-2012 Edition Standards. The belt shall be capable of 3,034 lbs. static load. The belt shall be constructed of one and three quarter inch (1.75") Kevlar® webbing. The belt shall have the D-ring attachment point and the main buckle. Both sets of standard issue gear loops are to be removed by manufacturer. Belt to include 1 Multi Slide Attachment point. Belts to be sized in 2" increments through manufacturer supplied sizing belts.

*Note: All D-rings are NFPA 1983-2012 Edition Attachment Points/Positioning Points

All buckles shall be constructed of forged alloy steel and at the min. 100% proof load tested @11.2kN (2500 lbs.). Additionally, buckles shall be UL® tested and certified to NFPA 1983 and 2012 Edition Standards. Buckle to include wings for ease of donning and doffing. All D-Rings are NFPA attachment points utilizing Bent 40 degree D-Rings. The first used as the main attachment point to the front of the belt. The sliding Bent D ring can slide to any point on the body of the belt. Both D-rings to be equipped with a velcro holder for securing D-ring when not in use.

All webbing shall be constructed of dual layered 1.75" Kevlar and sewed with 138 bonded twisted Kevlar® thread. Additionally, webbing shall be UL tested and certified to NFPA 1983-2012 Edition Standards.

Fire Innovations Carabiner Multi-Use Strap (CMUS)

This accessory attaches to the belt's attachment point via a carabiner. Installation and proper use of this strap will upgrade the escape belt into a NFPA 1983 - 2012 edition certified Ladder Belt. The end of the CMUS is a certified Positioning Point and certified Escape Anchor in the Basket configuration (both to NFPA 1983 - 2012 edition).

Sterling Rope SAFE-D twist lock carabiner to be included with CMUS. Carabiner specs: 2 stage twist lock, Assymetrical D shaped carabiner. Red in color. UL certified to NFPA 1983 - Technical Use. Captive Eye pin with removable 2mm set screw with included allen wrench. MBS 28kN along major axis, 11kN along minor axis. Gate opening: 1.05".

Since many of the items specified below are new to the market or yet to be released we have included contact information to assist you in the bid process. The contacts are familiar with the specifications listed above.

SECTION IV. BID PREPARATION AND EVALUATION

1. PREPARATION OF BIDS

All bids shall be typed or printed in ink, prepared on the form furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place all copies of the bid in one sealed envelope. On the front of the envelope, place the following information:

"SEALED BID - IMPORTANT"
PROJECT NAME: #3917-13 ESCAPE SYTEMS & ESCAPE BELTS
OPENING DATE AND TIME
COMPANY NAME

3. SUBMISSION OF BIDS Submit two (2) copies of the bid, as follows:

· Original & one (1) copy to: **City of Spokane Purchasing
4th Floor - City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201-3316**

The Purchaser is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received **no later than 1:00 PM** on the opening date.

The City of Spokane City Hall is a secured building so allow enough time to get through security when delivering a bid.

Sealed bids will be opened at 1:15 p.m., Monday, February 25, 2013 in the City Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, the Bidder must notify City of Spokane Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to City of Spokane Purchasing for withdrawal of a sealed bid prior to the scheduled bid opening. Unless otherwise specified, no bids may be withdrawn for a minimum of thirty (30) calendar days after the opening date.

6. EVALUATION OF BIDS

Evaluation of bids shall be based upon the following criteria, where applicable:

- The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

7. BIDDING ERRORS

When, after the opening and tabulation of bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his bid.

8. BIDDER PREQUALIFICATION.

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

9. REJECTION OF BIDS.

The Purchaser reserves the right to reject any or all bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this bid at prices shown.

10. AWARD OF CONTRACT.

Award of contract or purchase, when made, will be to the Bidder whose bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of bid results.

SECTION V. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. Bidder - one who submits a bid.
- B. Vendor - Bidder to whom contract or purchase order is awarded.
- C. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- D. Destination-Delivery - Delivery to Purchaser's building location and includes uncrating and installation.
- E. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- F. Cost - Total cost of ownership based on the best available information.

2. CONTRACT PERIOD

The contract shall begin on signing by both parties, and terminate on **FINAL ACCEPTANCE** of delivery of all items listed herein to include all required documents.

3. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

4. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with NO provision for price increases unless specific provisions are proposed and agreed upon.

5. DELIVERY DEFAULT.

The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.

6. DELIVERY DELAY.

In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$50.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.

SECTION VI. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES.

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. 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, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal.**

12. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

13. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of the Director of Purchasing.

14. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of the Director of Purchasing.

15. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

16. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

19. FREIGHT TERMS

- A freight bill must support all freight charges included on an invoice.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

20. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way City of Spokane Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

DAVID CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

February 21, 2013

ADDENDUM NO. 1

REQUEST FOR BIDS #3917-13 FIREFIGHTER ESCAPE SYSTEM & ESCAPE BELTS

This Addendum pertains to the Rope section regarding the Sterling EscapeTech rope.

The corrected text updates the information that was recently given to Sterling from UL pertaining to their new NFPA 1983-2012 certification. The original text was accurate to the 1983-2006 cert.

ORIGINAL TEXT:

16 carrier sheath with one black Technora strand, one red Kevlar strand, and 14 natural colored Technora strands. Core constructed of Nylon. Elongation at 300 lbs – 6.1 %, MBS – 3912 lbs, Weight per 50 feet -1.4 lbs.

CORRECTED TEXT:

16 carrier sheath with one black Technora strand, one red Kevlar strand, and 14 natural colored Technora strands. Core constructed of Nylon. Certified to NFPA 1983-2012 edition as a Fire-escape rope. Elongation at 300 lbs – 4.4 %, MBS – 3912 lbs, Weight per 50 feet -1.4 lbs.

Thea Prince
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

MALLODY SAFETY + SUPPLY
Company

Authorized Signature

DAVID CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

February 22, 2013

ADDENDUM NO. 2

REQUEST FOR BIDS #3917-13 FIREFIGHTER ESCAPE SYSTEM & ESCAPE BELTS

This Addendum pertains to the Delivery Default section under General Terms and conditions.

The corrected text changes the liquidated damages requirement from per day per unit to just per day.

ORIGINAL TEXT:

DELIVERY DELAY.

In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$50.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.

CORRECTED TEXT:

DELIVERY DELAY.

In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$50.00 per day beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.

**Thea Prince
Purchasing**

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

Authorized Signature

Spokane Fire Department
Escape System, Escape Belt, and CMUS pictures

Pictures shown below are to assist vendors in their bidding process.

Complete Escape System



Items:

Deployment Strap

Sterling Lightning GT Hook
(prototype hook pictured, actual hook will be anodized red)

Sterling Safe-D 3-stage Carabiner

Sterling EscapeTech Rope

Xtreme Rescue HALO device
with attached tether

Xtreme Rescue Storage Bag
(demo bag shown, actual bag will have slight modifications)



Fire Innovations Cheyenne Belt
Spokane Specification

Note: Velcro d-ring hold downs not
pictured

Note: 1" Kevlar accessory straps
are pictured but belt to be
purchased is to have them omitted.

Note: Pictured is a clasp that has
no wings installed. Actual belt to
include wings.



Fire Innovations Carabiner
Multi-Use Strap

Sterling Safe-D 2 stage Twist
Lock carabiner



Agenda Sheet for City Council Meeting of:

03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	OPR 1991-0774
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	KRISTIN 625-6543 GRIFFIN
Contact E-Mail	KGRIFFIN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650-MANAGEMENT PLAN-MASONIC TEMPLE

Agenda Wording

Proposal to Modify Management Agreement for Spokane Register Property: Masonic Temple – 1108 West Riverside Avenue.

Summary (Background)

The Masonic Center is currently for sale. The owners, the Masonic Temple Association, plan to move to a new location. The Masonic Center's Management Agreement includes character defining features of the interior and exterior. The proposed modification is to change the Agreement to exclude the list of specific furnishings. No permanent architectural features are included in the request. This will not impact the historic significance or the Spokane Register eligibility of the historic property.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

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

Council Notifications

Study Session	
Other	Landmarks 2/20/13
Distribution List	
	sdecker@spokanecity.org
	kgriffin@spokanecity.org
	jhaegele@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment to Management Agreement is entered into this ____ day of _____, 2013, by and between the City of Spokane (hereinafter "City"), acting through the Spokane City-County Historic Landmarks Commission (hereinafter "Commission"), and the Masonic Temple Association of Spokane (hereinafter "Owner(s)"), the owners of the property located at W. 1108 Riverside Avenue, Spokane, Washington, commonly known as the Masonic Temple in Spokane, Washington.

WHEREAS, the City and the Owner entered into a Management Agreement on July 30, 1991 establishing certain covenants and conditions for the Masonic Temple related to the designation of the property as a historic landmark on the Spokane Register of Historic Places; and

WHEREAS, the Management Agreement provides in part that the terms of the agreement shall include any work that affects the appearance of certain primary interior spaces and furnishings including the original furnishings, which still remain within the Masonic Temple; and

WHEREAS, the Owner has requested that the agreement be amended in order that a list of specific furnishings be omitted from the agreement because the furnishings are essential to the history and traditions of the Masonic organization and are needed by the organization at their future location; and

WHEREAS, subsequent to a hearing on February 20, 2013 regarding the request to amend the agreement, the Commission voted unanimously to modify the Management Agreement to remove certain furnishings; Now, Therefore;

The City of Spokane, through the Spokane City-County Historic Landmark Commission and the Masonic Temple Association of Spokane hereby agree to amend the Management Agreement by amending Exhibit A referenced in Section 5 of the agreement as follows:

Exhibit A

The Management Agreement shall also include any work that affects the appearance of the following primary interior spaces and furnishings:

1. The original principal entry and key lobby areas;
2. The Blue Room;
3. The Commandery;
4. The Rose Room Parlor and annex;
5. The Drillroom;
6. The Ballroom;
7. The Auditorium;
8. The Small Banquet Room; and
9. The original furnishings which still remain within the Masonic Temple except for the following items, which may be removed by the Owner:

Blue Room Furniture:

- 13 Lesser Officer Chairs
- 3 Officer Chairs
- Secretaries Desk with Chair
- Treasurers Desk with Chair
- Masters Chair and Pedestal
- Jr. Warden Chair
- Sr. Warden Chair
- 12 Fraternal Benches
- 2 Lesser Light Sets
- 2 Globe Columns
- Sign in Podium
- Lighted "G"
- 3 lg. Pedestals
- 17 Pedestals
- Wooden Ladder

Rose Room Furniture:

- Masters Chair and Pedestal
- Jr. Warden Chair
- Sr. Warden Chair

- Secretaries Desk with Chair
- Treasurer Desk with Chair
- 4 lesser Officer Chairs
- Alter
- 3 Pedestals
- 2 Globe Columns
- Lighted "G"

Parlor

- Glover Grandfather Clock

Dated: _____

City of Spokane

By: _____

Title: _____

Attest:

City Clerk

Dated: _____

Masonic Temple Association of
Spokane

E-mail address if available: _____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____
and TERRI L. PFISTER are the persons who appeared before me and said persons
acknowledged that they signed this document, and on oath stated that they were authorized to
sign and acknowledged it as the _____, and the City Clerk,
respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act
of such party for the uses and purposes therein mentioned.

DATED: _____

Notary Public in and for Washington State
Residing at _____
My appointment expires _____

(Place Stamp or Seal above)

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Carlton Oakes signed this document and
acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned.

DATED: _____

(Signature of Notary Public)
My appointment expires _____

(Place Stamp or Seal above)

Findings of Fact and Decision for Council Review
Modify Management Agreement for Spokane Register Property
Masonic Temple – 1108 W. Riverside

PROPOSAL TO MODIFY MANAGEMENT AGREEMENT:

The Masonic Center is currently for sale. When it is sold, the owners, the Masonic Temple Association, plans to move to a new location. The Masonic Center’s Management Agreement includes character defining features of the interior and the exterior. The included interior features are identified in “Exhibit A” of the Agreement. Item 9 of “Exhibit A” includes “the original furnishings which still remain within the Masonic Temple.” The property owner has requested that a list of specific furnishings (identified in a list as “Exhibit B”) be omitted from agreement because they are essential to the history and traditions of the Masonic organization and are needed by the organization in its new location. The proposed modification is to change the Management Agreement to exclude these identified furnishings. A copy of the proposed revised agreement is attached.

FINDINGS OF FACT

1. The Masonic Center is a property listed on the Spokane Register and protected by a Management Agreement between the City of Spokane and the owner, the Masonic Temple Association.
 - City Council listed the property on the Spokane Register and approved the Management Agreement on 7-29-1991.

2. The Management Agreement allows for the alteration of the Agreement.
 - Section three of the Agreement states: “The covenant and servitude and all attendant rights and obligations created by this agreement may be altered or extinguished by mutual agreement of the parties hereto or their successors or assigns.”

3. The Landmarks Commission is the appropriate body to assess the impact and appropriateness of changes to Spokane Register properties:
 - While the Management Agreement is a contract between the owner and the City of Spokane, the Management Agreement states that the City has entered into the Agreement “through its Historic Landmarks Commission.”

 - The Management Agreement indicates that the Historic Landmarks Commission is charged with the stewardship of Spokane Register properties.



- The Management Agreement indicates that The Landmarks Commission is responsible for ensuring that the Management Standards are followed: “Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.”

RECOMMENDATION

No permanent architectural features are included in the request. The request will not impact the exterior appearance, the architectural character, the historic significance or the Spokane Register eligibility of the historic property.

At a Public Hearing on **2/20/2013**, the Spokane City/County Historic Landmarks Commission considered the proposed change to the Management Agreement.

At the Hearing, the following motion was made:

Lynn Mandyke moved, based on the Findings of Fact, that the Management Agreement for the Masonic Temple Association, located at 1108 W Riverside Ave, be modified to remove the furnishings noted in Exhibit B (dated January 29, 2013). Kurt Kinbacher seconded the motion.

The motion was approved unanimously by roll call vote. Therefore, the Spokane City/County Historic Landmarks Commission recommends that the Spokane City Council modify the Management Agreement to exclude the listed items.



SPOKANE CITY-COUNTY HISTORIC PRESERVATION OFFICE

808 W. Spokane Falls Blvd.
Spokane, Washington 99201
Phone (509) 625-6983
Fax (509) 625-6013
www.historyspokane.org





THE MASONIC TEMPLE ASSOCIATION OF SPOKANE WASHINGTON

January 24, 2013

Spokane City/County Preservation Office
808 W. Spokane Falls Blvd
Spokane, WA 99201
Attn: Ms. Kristen Griffin, Historic Preservation Officer

Re: OPR 91-774 City of Spokane/Landmarks Commission Management Agreement

Dear Ms. Griffin;

Unfortunately the Spokane Masonic Center, also known as the Spokane Masonic Temple is now for sale. The Masonic Temple Association had performed its due diligence to see what possibilities could be done to keep the building sustainable to the Association. During this process we reviewed several scenarios from call centers, data centers, office rentals and adding food and beverage to our offerings. We found that if we could afford to make the necessary investments, the return on investments would not be feasible. Once the building is sold, the Association will seek out a facility that can fit its needs of space and sustainability. The Association will most likely have two lodge rooms for its use.

As we have reviewed the agreement, we need to address the furnishing elements in the Exhibit A of the 1991 management agreement. Point 9 in Exhibit A reads "The original furnishings which still remain within the Masonic Temple." Many of the current members know Oscar Peterson when he served as the Temple Manager and do not believe that the original furnishing would have included lodge furnishings. The Association agrees that the furnishings need to remain but not the Lodge Furniture in the Blue or Rose room. Lodge furniture is a very important and necessary facet of Masonic Fraternal operations. The Association does not view fraternal furniture as a necessity for future owners. There is additional furniture from the Commandery room and Auditorium that can go in the Blue and Rose rooms.

Additionally there is a grandfather clock presented to the Association from Mrs. Glover since Mr. Glover is the first mason to be raise to the sublime degree of Master Mason in Spokane. There is a photograph of the 1903 ground breaking with President Theodore Roosevelt and again with President Theodore Roosevelt in masonic regalia in 1911. We have taken those photographs to have duplicates made. Those duplicates will remain in the building. Also there is an artist's rendition of the current facility made before the addition was initiated. This is also removed so a copy can be made and left with the building.



THE MASONIC TEMPLE ASSOCIATION OF SPOKANE WASHINGTON

Point three of three of the agreement reads that, "all attendant rights and obligations created by this agreement may be altered or extinguished by mutual agreement of the parties hereto of their successors or their assigns."

Our request is that the original agreement be mutually altered and or clarified that all furniture is to remain with the Temple with the exception of the attached inventory Exhibit A that is necessary for lodge operations in a new facility that the Masonic Temple Association will reside in. We realize that the Spokane Masonic Temple is an important asset to the community and also to its current Masonic community.

We request that we be advised of the next step(s) of the process to address our concerns.

Carlton Oakes, CEO

Masonic Temple Association of Spokane Washington

Attachment Exhibit B

Cc: file



THE MASONIC TEMPLE ASSOCIATION OF SPOKANE WASHINGTON

Exhibit B January 29, 2013

Blue Room Furniture:

- 13 Lesser Officer Chairs
- 3 Officer Chairs
- Secretaries Desk w/ Chair
- Treasurers Desk w/ Chair
- Masters Chair and Pedestal
- Jr. Warden Chair
- Sr. Warden Chair
- 12 Fraternal Benches
- 2 Lesser Light Sets
- 2 Globe Columns
- Sign in Podium
- Lighted "G"
- 3 Lg. Pedestals
- 17 Pedestals
- Wooden Ladder

Rose Room Furniture:

- Masters Chair and Pedestal
- Jr. Warden Chair
- Sr. Warden Chair
- Secretaries Desk w/ Chair
- Treasurer Desk w/ Chair
- 4 Lesser Officer Chairs
- Alter
- 3 Pedestals
- 2 Globe Columns
- Lighted "G"

Parlor

- Glover Grandfather Clock

To be Recorded by.
Office of Spokane County Auditor
1116 W. Broadway
Spokane, WA 99260-0100

After Recording Return to
Office of the City Clerk
808 W. Spokane Falls Blvd.
5th Floor Municipal Bldg.
Spokane, WA 99201-3333

9204140447

VOL. 1282 PAGE 1203

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:
Masonic Temple: Glover's Addition; all of Lots 31 to 34 and vacant strip S. of and adjacent to Lot 34, Block 4; and also the W. 22.5 foot portion of Lot 35 including vacant strip S. of and adjacent to lot 35. W. 1108 Riverside.

Parcel Number: 35183.2229

is governed by a Management Agreement between the City of Spokane and the Owner, Masonic Temple Association, of the subject property. Said Management Agreement was approved by the Spokane City Council on 7/29/91.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (Revised 1983) and other standards promulgated by the Historic Landmarks Commission.

I certify that the Original Management Agreement is on file in the Office of the City Clerk under File No. OPR 91-724.

Spokane City Clerk

Marilyn J. Montgomery

Dated: 4-13-92

I certify that the above is true and correct.

Historic Preservation Officer

Katherine W. Darnell

Dated: 3-12-92

FOR COUNCIL MEETING OF: July , 1991

AGENDA CATEGORY RECOMMENDATION

Notify Prior to Meeting:
Spokane Valley Advisory Council?
Other? _____

RECEIVED

JUL 24 1991

TO: MAYOR AND CITY COUNCIL
 For Action
 For Information

**CITY CLERK'S OFFICE
SPOKANE, WA**

- | | |
|--|--|
| <input type="checkbox"/> Hearing | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Approve |
| <input type="checkbox"/> Report | <input type="checkbox"/> Deny |
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Place on File |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Set Hrg. / Review |
| <input type="checkbox"/> Emergency Ord. | Date For: _____ |
| <input type="checkbox"/> First Rdg. Ord. | <input type="checkbox"/> Defer / Continue |
| <input type="checkbox"/> Report of City | To: _____ |
| Manager | <input type="checkbox"/> Council Direction |

Clerk's File # OPR 91-774
Eng. / LID # _____ BID # _____

AGENDA WORDING: Designation of the Masonic Temple, W. 1108 Riverside Avenue, to the Spokane Register of Historic Places.

BACKGROUND: Ordinance #C-26353 provides that the City/County Historic Landmarks Commission can recommend to the City Council that certain properties in Spokane be placed upon the Spokane Register of Historic Places. The Masonic Temple has been found to meet the criteria set forth for such designation. The property owner, Masonic Temple Association, has signed the nomination form, and has signed a contractual agreement with the City to maintain certain standards of management with regard to the property. The City Council should designate the property, or decline to do so, within 30 days of submittal of all documentation.

ENVIRONMENTAL FINDING: N/A

FISCAL IMPACT: NONE

BUDGET ACCOUNT #: N/A

ATTACHMENTS: (list)
Nomination Form
Management Agreement on file for review in Office of City Clerk

Signatures of:

Katherine W. Davett
Submitting Department
Historic Preservation Officer

[Signature]
Legal

[Signature]
City Manager

Manager (Finance, Administration,
Engineering, or Planning)

Finance

COUNCIL ACTION:

DISTRIBUTION AFTER COUNCIL ACTION
Masonic Temple Association
W. 1108 Riverside Avenue
Spokane, WA 99201-1197
Historic Preservation Office
Planning Director
Zoning Director
Community Development
Building Services Director
CCAF : 168-1

APPROVED BY
SPOKANE CITY COUNCIL:
JUL 29 1991

Marilyn J. Montgomery
CMC/AAC, SPOKANE CITY CLERK

Building Services Director
County Auditor's Office
Spokane Co. Deed Office
Nancy Compau, NW Room Main
Library

MANAGEMENT AGREEMENT

The Agreement is entered into this 30th day of July, 1991, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission") and (hereinafter "Owner(s)"), the owner of property located at W. 1108 Riverside commonly known as the Masonic Temple in the City/County of Spokane.

WHEREAS, the City of Spokane adopted Ordinance C-26353 on November 23, 1981; and

WHEREAS, the County of Spokane adopted Ordinance 82-0038 on January 12, 1982; and

WHEREAS, both Ordinance C-26353, as amended, and Ordinance 82-0038 provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City and County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW, THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property a Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties hereto intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties hereto.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties hereto or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. Owner(s) agrees and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Managements Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (Revised 1983)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forth-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

MASONIC TEMPLE ASSOCIATION

Owner

By: Oscar A. Williams

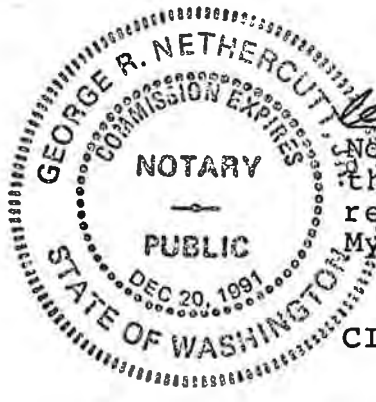
~~Owner~~ President.

STATE OF WASHINGTON:

County of Spokane :

On this day personally appeared before me Oscar H. Williams to me know to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of July, 1991.



George R. Nethercutt
Notary Public in and for
the State of Washington,
residing in Spokane.
My Commission Expires 12-20-91

CITY OF SPOKANE

Roger D. [Signature]
Acting CITY MANAGER

Attest: Marilyn J. Montgomery
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

Exhibit A

The Management Agreement shall also include any work that affects the appearance of the following primary interior spaces and furnishings:

1. The original principal entry and key lobby areas;
2. The Blue Room;
3. The Commandery;
4. The Rose Room Parlor and annex;
5. The Drillroom;
6. The Ballroom;
7. The Auditorium;
8. The Small Banquet Room; and
9. The original furnishings which still remain within the Masonic Temple.

SPOKANE REGISTER OF HISTORIC PLACES

Nomination Form

City/County Historic Landmarks Commission
Sixth Floor - City Hall
Spokane, Washington 99201-3333

OPR 91-774

Type all entries--complete applicable sections

1. Name

historic Masonic Temple
and/or common Same

2. Location

street & number West 1108 Riverside Avenue
city/town Spokane vicinity of
state Washington county Spokane

3. Classification

Category	Ownership	Status	Present Use
<input type="checkbox"/> district	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agriculture <input type="checkbox"/> museum
<input checked="" type="checkbox"/> building(s)	<input checked="" type="checkbox"/> private	<input type="checkbox"/> unoccupied	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both	<input type="checkbox"/> work in progress	<input type="checkbox"/> educational <input type="checkbox"/> private residence
<input type="checkbox"/> site	Public Acquisition	Accessible	<input type="checkbox"/> entertainment <input type="checkbox"/> religious
<input type="checkbox"/> object			<input type="checkbox"/> government <input type="checkbox"/> scientific
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes:restricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes:unrestricted	<input type="checkbox"/> military <input checked="" type="checkbox"/> other: fraternal lodge
		<input type="checkbox"/> no	

4. Owner of Property

name Masonic Temple Association
street & number West 1108 Riverside AV
city,town Spokane vicinity of state WA 99201-1197

5. Location of Legal Description

courthouse,registry of deeds,etc Spokane County Courthouse
street & number West 1116 Broadway
city,town Spokane state WA 99201

6. Representation in Existing Surveys

title Historic Landmarks Survey: City of Spokane
date 1979 federal state county local
depository for survey records Spokane City/County Historic Preservation Office
city,town City Hall, Spokane state Washington 99201

168-2

Spokane Register of Historic Places Nomination Form

Continuation sheet

Item number 7

Page 2

modillions. The words "Masonic Temple" are incised in the main frieze. Above the entablature, a stone railing of piers and balustrades encloses a walkway at the third story level. Six feet back, the third floor walls enclose a full story on the east half, while the west half creates a false wall surrounding a second-story roof. Sealed rectangular window openings repeat the fenestration of the lower stories.

Two and one-half stories high, the pavilions at either end of the building have centered double entrance doors of oak with a large transom light above. The upper half of the doors have beveled plate glass; the lower portions have carved Masonic emblems in the panels. Door surrounds consist of pilasters, ornamental brackets, and entablatures topped with an ornamental crest. Narrow sidelights flank the doorway openings. At each pavilion, paired pedestals support cast stone busts of Senmut, an architect of ancient Egypt during the reign of Queen Hatshepsut. Above the portals are paired cast stone incense burners on tripod bases. Two entryways, with plate glass doors of contemporary design, are located below the colonnade.

The Main Avenue, or north elevation, faced in buff brick, is a simplified version of the Riverside Avenue facade. The first and second floors (third and fourth above street level) are recessed behind a colonnade of Corinthian columns resting on piers that are connected by a solid brick railing. Windows are large, and mostly double-hung one-over-one units with single panes topped by gauged arches with keystones. The exceptions are ten arched windows on the east half of the first floor level (three are filled in), and six fixed windows of coloured glass on the west half at the second-floor level. The third floor rises above a large, continuous entablature. At the street, or sub-basement level, are side-by-side arched entryways covered by a double-peaked canopy. The canopy is supported by decorative wrought iron brackets and trimmed with a painted cast iron crest. A cast stone sphinx on a pedestal guards the entry.

Originally constructed between 1903 and 1905, the Masonic Temple was approximately 100 feet long across its face (today's west half), and two stories high. The building was faced with Tenino sandstone, dry pressed brick, and terra cotta. The trim was dark, creating a contrast with its buff-colored brick surfaces. Four free-standing columns, creating five bays, were set between pedimented pavilions. Except for the new stone facing, the removal

16 B-3

7. Description

Condition	Check one	Check one
<input checked="" type="checkbox"/> excellent	<input type="checkbox"/> deteriorated	<input type="checkbox"/> unaltered
<input type="checkbox"/> good	<input type="checkbox"/> ruins	<input checked="" type="checkbox"/> altered
<input type="checkbox"/> fair	<input type="checkbox"/> unexposed	<input checked="" type="checkbox"/> original site
		<input type="checkbox"/> moved date _____

Describe the present and original (if known) physical appearance

The Masonic Temple is the third of five nearly contiguous buildings that stretch along the north side of Riverside Avenue at its curve west of Monroe Street. Spokane's Roman Catholic Cathedral is directly across the street. The Temple, monumental in scale, is a fraternal lodge done in Neo-Classical Revival style. It adjoins the Civic Building (Chamber of Commerce) to the east, and the Elks Temple (today, the North Coast Life Insurance Building) to the west. The imposing facade has a two-story colonnade consisting of nineteen bays, flanked by entrance pavilions. Expanded in 1925 from its original five-bay configuration, the exterior nonetheless retains the basic style elements of its 1905 design. The addition to the facade of new street-level entrances in 1971 has left the colonnade undisturbed but has altered its street-level appearance. Major interior spaces, dramatic for their scale and diversity, remain almost unchanged from both 1905 and 1925 construction periods.

Trapezoidal in plan, the building's facade, which includes a curve on its east end, extends 233 feet. The west wall extends approximately 140 feet between Riverside and Main, while the east wall is 83 feet. Three stories rise above Riverside Avenue, over a partially exposed basement level at street grade. The north elevation, on Main Avenue, rises five stories from street level. A flat roof of two levels is concealed behind the third floor walls and cornice. The building is constructed of stone and steel-framed reinforced concrete, and is faced with cast stone.

A projecting belt course defines the first floor level. Below, rectangular basement-level window openings are sealed with reveals still exposed. Above the belt course, and between the pavilions, are eighteen two-story high columns of the Corinthian order, flanked by half columns at the pavilions. The columns, linked by balustrades, create a loggia that extends six feet to the south wall. Stone framing separates paired rectangular single-paned windows from semi-circular transom windows with keystone arches. Slightly smaller second-floor windows repeat the pattern, but with transoms of radiating triangular panes. Between the paired windows are two-story pilasters that echo the Corinthian style of the columns. Above the columns, the main entablature is continuous with the pavilion entablatures. Decoration on the projecting cornice includes dentils, egg and dart molding, and

Spokane Register of Historic Places Nomination Form

Continuation sheet

Item number 7

Page 3

of the pavilion pediments, modification of the upper balustrade, and the relocation of the east pavilion, the 1925 extension echoes the features of the original facade. On the north elevation, an initially plain surface was embellished with the addition of a colonnade.

The addition of the two new entries with the 1971 remodeling altered the facade below the columns. One entry replaced a single balustrade section. The second, currently the main entry, replaced two sections.

Major interior spaces from both 1905 and 1925 are mostly intact. The entry on the west end of the facade, once the principal entry, opens to a vestibule with wainscoting of Washington marble. Marble stairs lead up to the first floor hallway past fluted oak columns. To the left, oak staircases lead to the second floor and basement levels. On the right, the Parlor looks out to Riverside Avenue through three large windows with peacock fan lights. Wood trim, painted ivory, covers angled surfaces up to a broad frieze. The ceiling's lines are partially masked by acoustical tile. The rooms beyond, once the Library and the Billiards Room, were remodeled for office space.

Down the hallway to the north, past a reception room and smaller room, is the Blue Room. The main Lodge Room before 1925, it is two stories high, with a gallery on the south and west ends, and a slightly raised stage on the east end. Done in an Egyptian motif, sixteen papyrus columns surround the room, supporting a painted frieze and coved ceiling with deep beams. Winged disc and palmette motifs painted in soft shades of rose, green, and gold are repeated on column, wall, and ceiling surfaces. The six clerestory windows are in harmonious shades of coloured glass.

East of the Blue Room is the Commandery, added with the 1925 expansion. Its theater decor is finished in a restrained Roman style. Also two stories high, with a balcony on three sides, the Commandery has a large stage on the east end and a projection booth and stairway to the balcony on the west end. The floor is of black and white tile in a diamond pattern, with a border. Pilasters separate wall panels at both first floor and balcony levels. The proscenium is flanked by paired pilasters with Ionic capitals. The deep cross beams of the ceiling are edged with dentil work. Doors are paneled mahogany.

From the entrance hall, the oak paneled staircase leads to the second floor. A built-in oak bench backs the

16 B-5

Spokane Register of Historic Places Nomination Form

Continuation sheet

Item number 7

Page 4

staircase. To the south is the Rose Room Parlor (called the Chapter Room Parlor in 1905 descriptions). Overlooking Riverside Avenue, windows with painted wood panels below, and transoms above, are separated by plain pilasters. Above a plain frieze, a second frieze, decorated with low-relief swags, surrounds the room. There is a fireplace on the east wall where low-relief trim is repeated above and below a beveled mirror. Decorative mosaic tile surrounds the fireplace opening, repeating the curves of the swags.

To the east, a smaller room, done in similar style, leads to the Rose Room. Originally called the Chapter Room, or Eastern Star Lodge Room, this 60 by 40 foot room has a small stage on the east end, a raised platform on the west end, and five rows of benches on tiers along the north wall, behind a row of fluted columns with Ionic capitals. A continuous frieze is decorated with low-relief gold swags below an elliptical coved ceiling. Against off-white walls, all three rooms are painted with gold, green, and deep rose trim.

The single major third-floor room, the Drill Hall, is plain, with a smooth-finished concrete floor. Its structure, in the form of brick and stone walls, and steel trusses supporting wood beams, is exposed. A simple wooden stage extends from the east wall.

At the basement level, on the northwest side, is the Ballroom. Enlarged from a depth of 36 feet to 60 feet with the 1925 remodeling, it has a polished maple floor. Across the east-west axis of the room, four square columns with plain capitals and bases support a central beam and cross beams. The walls are finished with panels, between a plain dado and frieze. The room opens to an exterior promenade.

The Small Banquet Room is one floor below the Ballroom, at the sub-basement level. This room was added as useable space with the 1925 remodeling when additional excavation and underpinning work was done. Its columns, beams, frieze, and dado repeat the features of the Ballroom. Pilasters break the otherwise plain wall surfaces. Chandeliers and sconces resemble lighting fixtures described in 1905 newspaper articles.

East of the banquet hall, a lobby with marble floor leads to the Auditorium. Capable of seating up to 2000, a continuous balcony surrounds north, west, and south walls. The stage is 45 feet wide and 31 feet deep. The black and

16 B-6

Spokane Register of Historic Places Nomination Form

Continuation sheet

Item number 7

Page 5

white diamond field of the tile floor duplicates the style of the Commandery. Wall panels are separated by pilasters. Elaborate raised ornamental detail decorates the panels, the beams, and the friezes. Over the upper frieze, lighting is recessed behind shaped beams that cross a deeply coved ceiling. The room is praised for its acoustical quality.

Furniture of solid mahogany, purchased for the Temple in 1905, is still extant in several rooms. In the parlor, there are matching leather-covered chairs and sofas with claw feet. The Blue and Rose Rooms are each furnished with ceremonial pieces consisting of an altar, triple throne chair, and two single throne chairs. The Blue Room's tall-backed chairs and altar are embellished with carved designs. Each room also holds benches and side chairs of matching wood. A grandfather clock, the gift of Mrs. James Glover in memory of her husband, sits in the parlor.

8. Significance

Period	Areas of Significance-Check and justify below		
--prehistoric	--archeology-prehistoric	--economics	--military
--1400-1499	--archeology-historic	--education	--music
--1500-1599	--agriculture	--engineering	--philosophy
--1600-1699	XX--architecture	--exploration/settlement	--politics/government
--1700-1799	--art	--industry	--religion
--1800-1899	--commerce	--invention	--science
XX1900-	--communications	--landscape architecture	--sculpture
	--community planning	--law	XX--social/humanitarian
	--conservation	--literature	--theater
			--transportation
			--other(specify)

Specific dates 1905, 1925

Builder/Architect

John K. Dow, Loren L. Rand
Archibald Rigg, Roland Vantyne

Statement of Significance (In one paragraph)

The Masonic Temple is a significant example of Neo-Classical Revival architecture. Considered one of the grandest fraternal lodge buildings in the west, it exemplifies the disciplined classicism that evolved from the Beaux-Arts movement and the influence of the Columbian Exposition of 1893. A principal structure in the Riverside Avenue Historic District, the Masonic Temple is representative of the City Beautiful movement as it was expressed in Spokane. Socially as well as architecturally significant, the building drew on the talents of many of Spokane's most influential and prominent citizens during its construction and development. It is a reflection of the importance of fraternal and social organizations to the fabric of the community during its growing years.

Originally completed in 1905, the Temple was the collaborative effort of two prominent Spokane architects, John K. Dow and Loren L. Rand. Dow, who practiced in Spokane from 1889 to 1937, is responsible for the design of several local landmark structures. Among them are the Great Western/Empire State building, the American Legion building, the Hutton and Mohawk buildings, Westminster Congregational Church, and the Gordon, Coolidge-Rising, and Paulsen residences. Rand, a Spokane architect between 1888 and 1933, is best known as the designer of Lewis and Clark High School. He was also the architect of numerous District 81 elementary schools. Clarence Hubbell, another well-known Spokane architect, was employed by Dow as his draftsman when the Masonic Temple plans were prepared. Though they were not partners at the time, Dow and Rand are given equal credit for the design of the Temple. It was Rand who supervised the construction and interior finishing details. There is suggestion that Dow may have played a key role in initial design. Another prominent figure in the construction of many Spokane buildings, Fred

Spokane Register of Historic Places Nomination Form

Continuation sheet

Item number 8

Page 2

Phair was the building contractor.

In 1922, when plans to expand the Masonic Temple were announced, members of the Masonic Order were invited to submit ideas. Two proposals were ultimately considered; one by the architectural firm of Whitehouse and Price, and the other by the firm of Rigg and Vantyne. The Rigg and Vantyne scheme was chosen. Vantyne was put in charge of executing the drawings. Early plans indicated the building was to be faced in pale buff brick and ivory terra cotta, and its pavilion pediments would be retained. As completed, the building was instead faced with a cast stone supplied by a local maker, O. N. Wolf, and the pediments were removed. Except for the loss of the pediments, and the facing material with its contrasting tones, the addition, which more than doubled the length of the facade, maintains the principal design elements of the original structure.

Archibald Rigg, a native of Ontario and a graduate of Trinity College in Toronto, worked as head draftsman for the firm of Cutter and Malmgren for two years. He held a similar position with architect Albert Held. After working as an architect, designing public buildings in the east, he returned to Spokane, eventually forming a partnership with Roland Vantyne. The partnership was also responsible for the design of the Symons building. With the succession of Roland's son, Carl, the firm continued to operate as Rigg and Vantyne until the late 1950's. Carl Vantyne, who continued to practice architecture, was chosen to supervise the 1971 remodeling that included installation of new entries and elevators, and remodeling of office space and passageways.

In 1907, when the Olmsted Landscape Architecture firm was commissioned by the newly-created Park Board to draw up a plan for parks and civic improvements, the Carnegie Library, San Marcos apartments, Monaghan Statue, and the earlier version of the Masonic Temple were already in place. Work on Our Lady of Lourdes church was in progress. While the Olmsted recommendations pointed out the need for a Civic Center area, enhanced by park squares, boulevards, and street trees, the character of the Riverside Avenue Historic District was already taking shape. The 1925 addition to the Masonic Temple, like the evolution of the district itself, represents a harmonious progression. The building is particularly unique to the district because of its configuration. Already irregular to take advantage of the varying street depth, the building's shape assumed a curve, when its facade was

Spokane Register of Historic Places Nomination Form

Continuation sheet

Item number 8

Page 3

extended, in response to the crescent of Riverside Avenue.

It is little surprise that many of Spokane's leading architects were Masons. The order traces its history back to medieval times when skilled craftsmen were in demand to help construct the great cathedrals. Evolving into a social organization that promotes brotherhood and humanitarian ideals, Freemasons acknowledge their beginnings through the use of architectural symbols such as the compass, square, level, and plumb. The 17th century rise in popularity of fraternal societies in England and throughout the British Empire, spread to America a century later. George Washington was the first of many United States presidents that held membership in the Freemasons society.

Spokane was an unincorporated town of a few hundred people in the winter of 1880 when a group of local men gathered to organize the first Masonic Lodge. James Glover, the "Father of Spokane" was one of the earliest members. Over the next decade, several other Masonic groups were formed. Outgrowing their Masonic Hall at the corner of Sprague and Lincoln, in December, 1901, the various Masonic bodies incorporated as the Masonic Temple Association for the purpose of funding and constructing a suitable building. As membership increased, three years of successful fundraising were marked by a series of important events. The purchase of a piece of land on North Riverside Avenue for \$5400 was followed by a groundbreaking ceremony on May 26, 1903, in which President Theodore Roosevelt, a Mason himself, turned the first shovel of earth. The laying of the cornerstone by Washington State's Grand Master of Masons took place October 6, 1904. The Temple was formally opened with great ceremony, in one of the social events of the year, on August 24, 1905. Membership in Spokane and the vicinity had grown to over 1200. Total expenses, including the purchase price of the land, and the cost of interior furnishings, was over \$100,000.

The overwhelming growth of Spokane's Masonic groups over the next two decades led to purchase of additional land to the east, at a cost of \$50,000 and the expansion of the building, representing an investment of \$300,000. Rededication of the newly-completed Temple building took place on June 6, 1925. The audience of nearly 4000 was addressed by the governor of Washington State and the president of Washington State College.

During the 1920's and early 30's, fraternal organizations enjoyed an unprecedented popularity, both in Spokane, and

Spokane Register of Historic Places Nomination Form

Continuation sheet

Item number 8

Page 4

nationwide. The Masonic Order, in particular, included many nationally prominent government and business figures. The Masonic organization in Spokane counted among its members many of Spokane's most important civic and business leaders. Regional and national gatherings afforded members an opportunity to travel, and Spokane frequently was host to fraternal activities that drew visitors from around the country.

Over the years, the facilities have accommodated not only Masonic events, but community activities as well. For more than twenty years, starting in the mid 1930's, the Temple was the setting for Spokane school graduation ceremonies, as well as touring theater companies. Changing lifestyles, and a decline in the popularity of fraternal organizations, have led to the sale and conversion of numerous fraternal buildings. The Masonic Temple, however, continues to serve as a gathering place for its active membership. The Temple is also used for various community activities.

9. Major Bibliographical References

Durham, N. W. Spokane and the Inland Empire. Spokane, 1912
Edwards, Jonathan. Illustrated History of Spokane County. Spokane, 1900
Hyslop, Robert. Spokane Building Blocks. Spokane, 1983
Spokesman-Review, 1901-1971 (various articles)
Interview, Carl Vantyne, June, 1991

10. Geographical Data

Acreege of nomlnated property approximately 1/2 acre

Glover's Addition; All of lots 31 to 34 & vacant strip S of & adjacent to lot 34, block 4; & also the W 22.5 foot portion of lot 35 including vacant strip S of & adjacent to lot 35

Verbal boundary description and justification

List all states and counties for properties overlapping state or county boundaries

state

county

state

county

11. Form Prepared By

name/title Sally R. Reynolds, Consultant, Planning & Historic Preservation

organization _____

date June 29, 1991

street & number 7015 East 44th Ave

telephone (509) 448-0311

city/town Spokane

state WA 99223

12. Signature of Owner(s)

Masonic Temple Association
Oscar H. Pellmann
President

For Office Use Only:

Date Received: 7-2-91
Date Heard: 7-17-91
Commission Decision: Approved
Council/~~Board~~ Action: Approved
Date: July 29, 1991

Attest: Marilyn J. Montgomery
City Clerk

Approved as to Form:

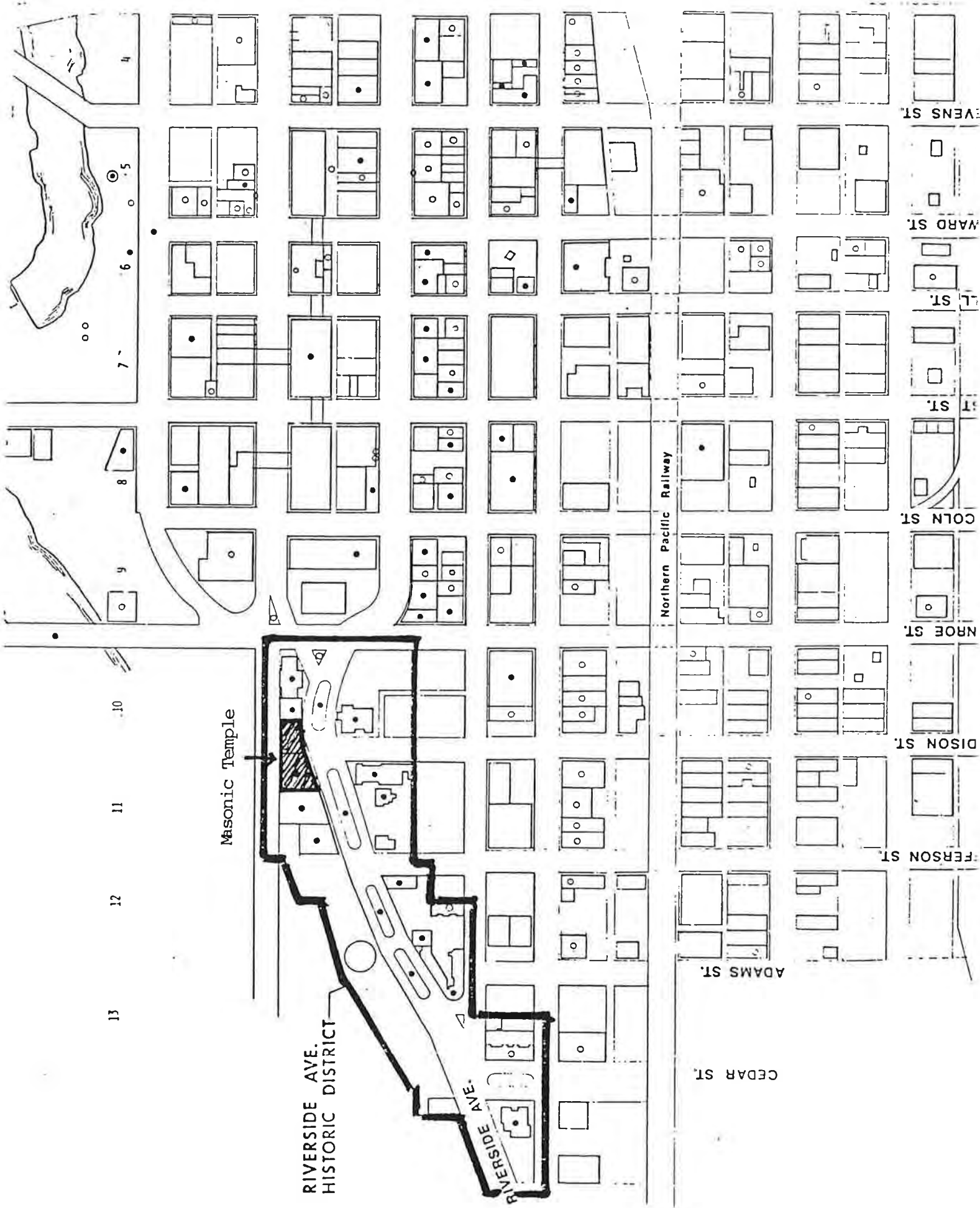
Stanley Schubert
Ass't City Attorney

We hereby certify that this property has been listed on the Spokane Register of Historic Places:

Sheri S. Barnard
MAYOR, City of Spokane or CHAIR, Spokane County Commissioners

Bob Wells
CHAIR, Spokane City/County Historic Landmarks Commission

Katharine W. Dunnett
City/County Historic Preservation Officer



RIVERSIDE AVE.
HISTORIC DISTRICT

Masonic Temple

Northern Pacific Railway

ADAMS ST.

CEDAR ST.

SNYDER ST.

WARD ST.

CL ST.

ST ST.

COLN ST.

NROE ST.

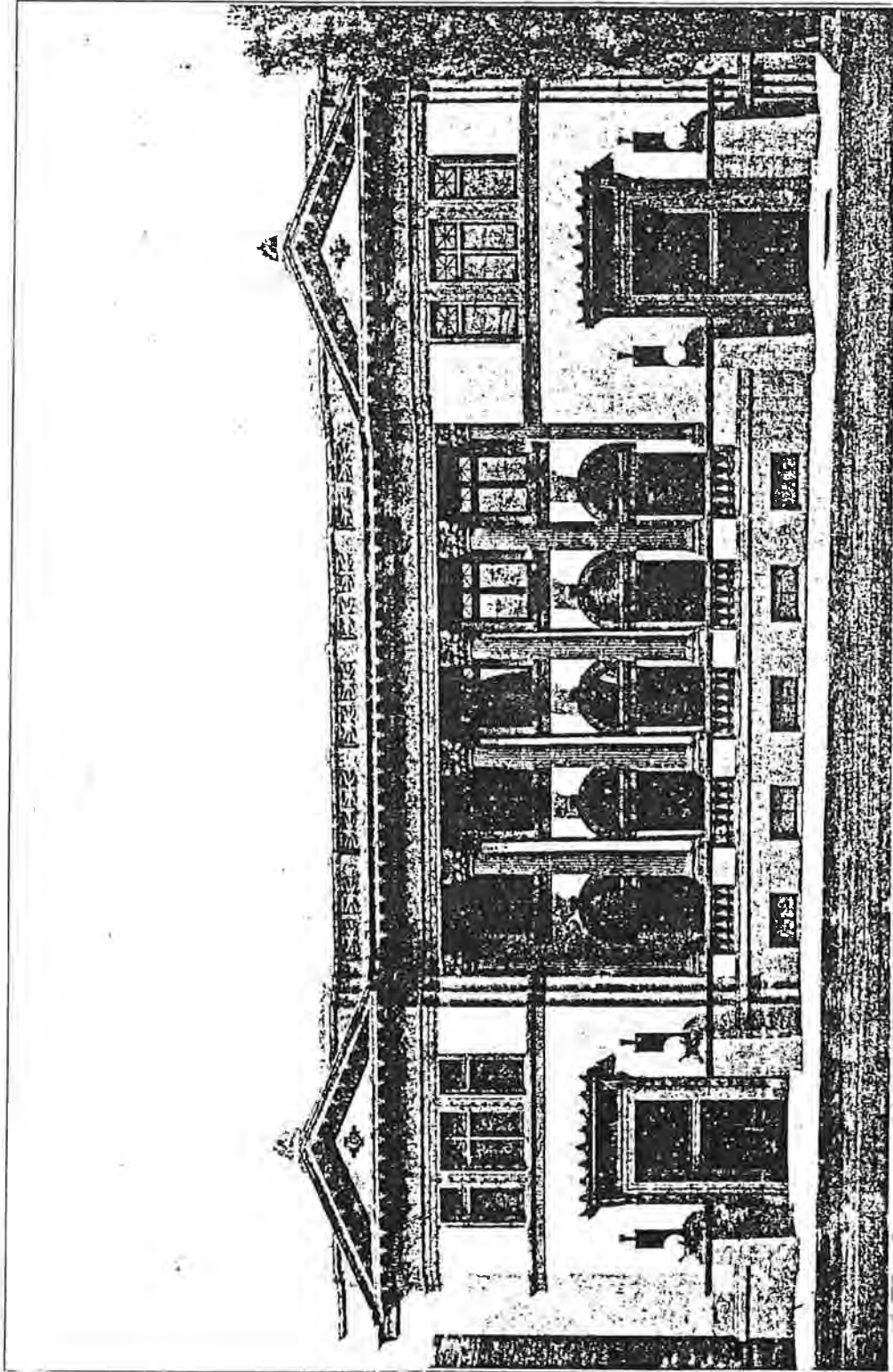
DISON ST.

FERSON ST.

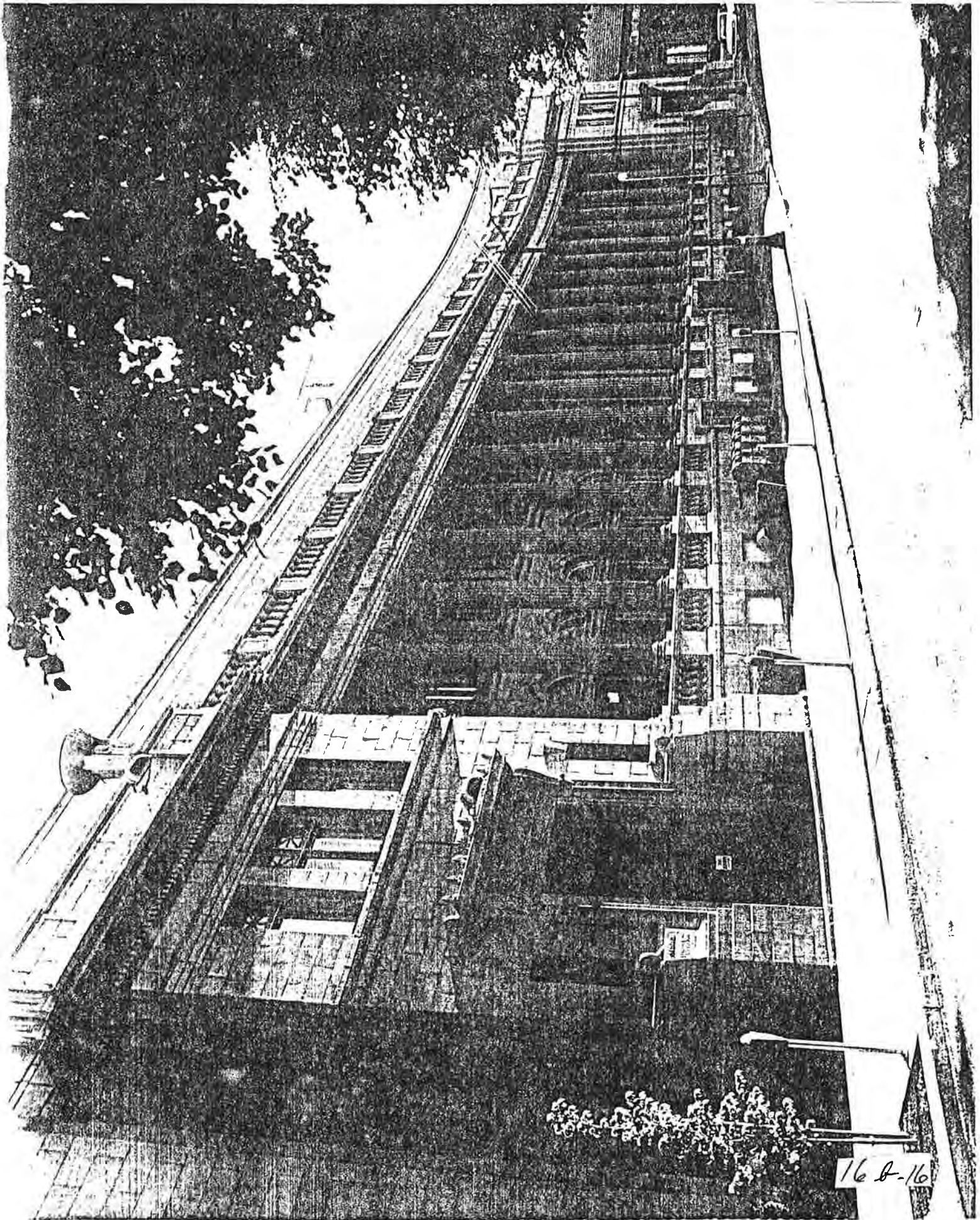
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16 B-14

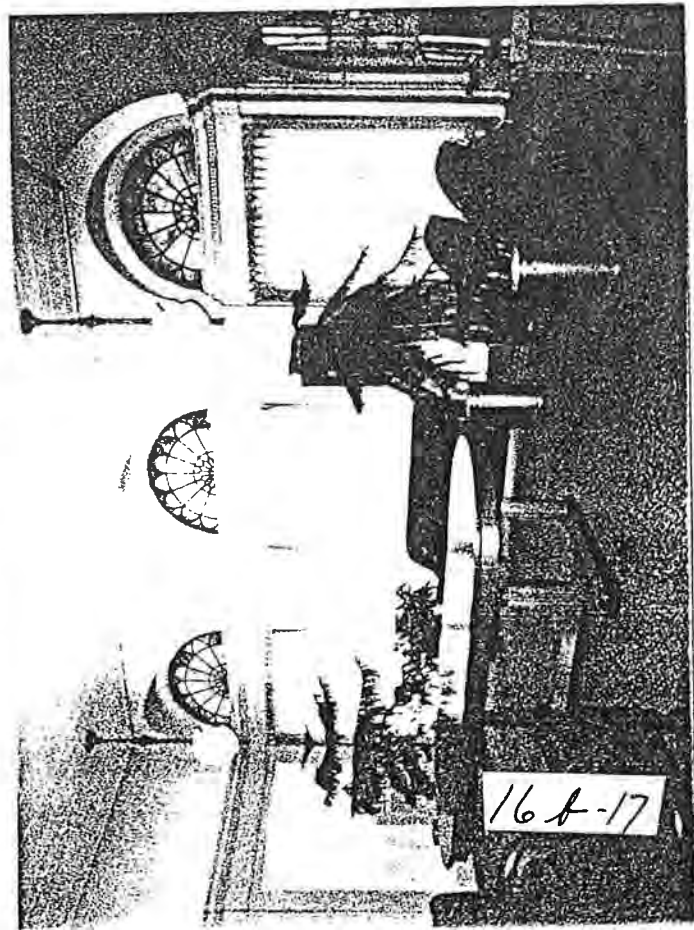
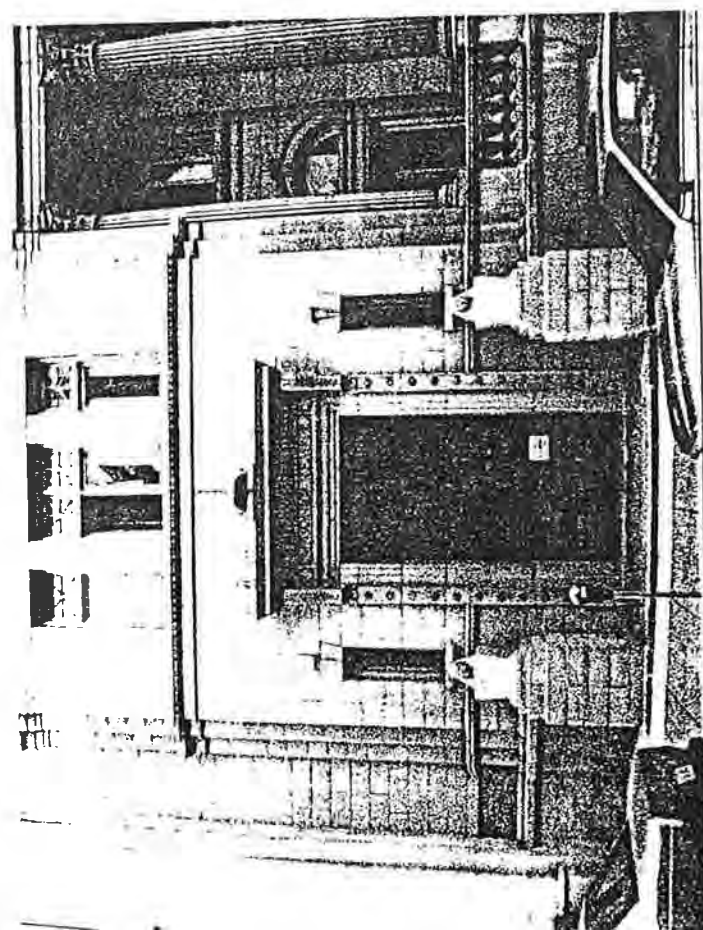
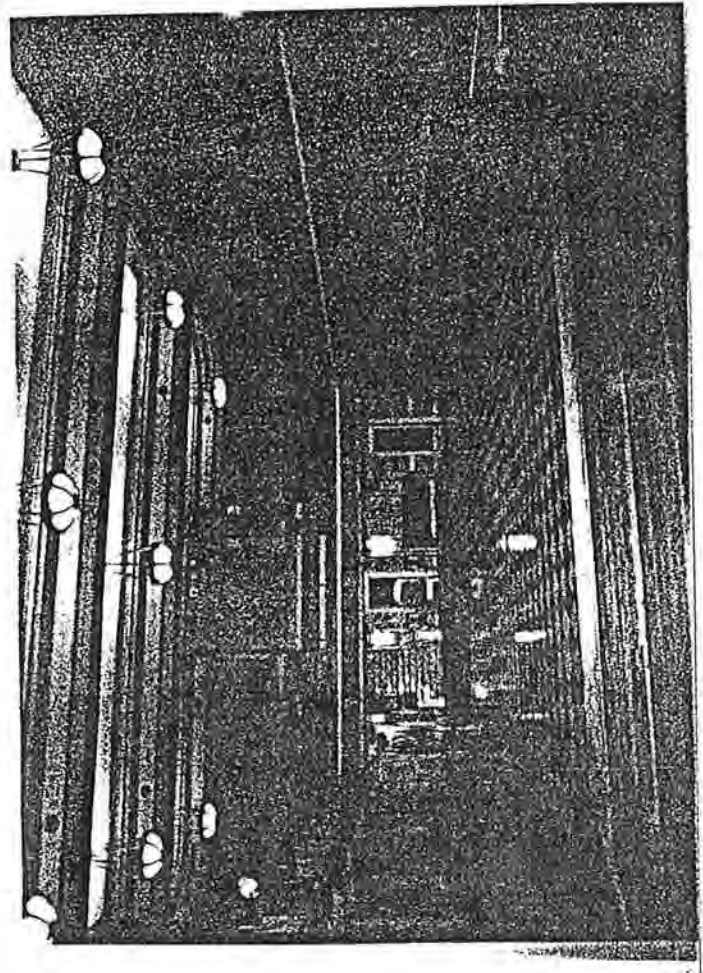
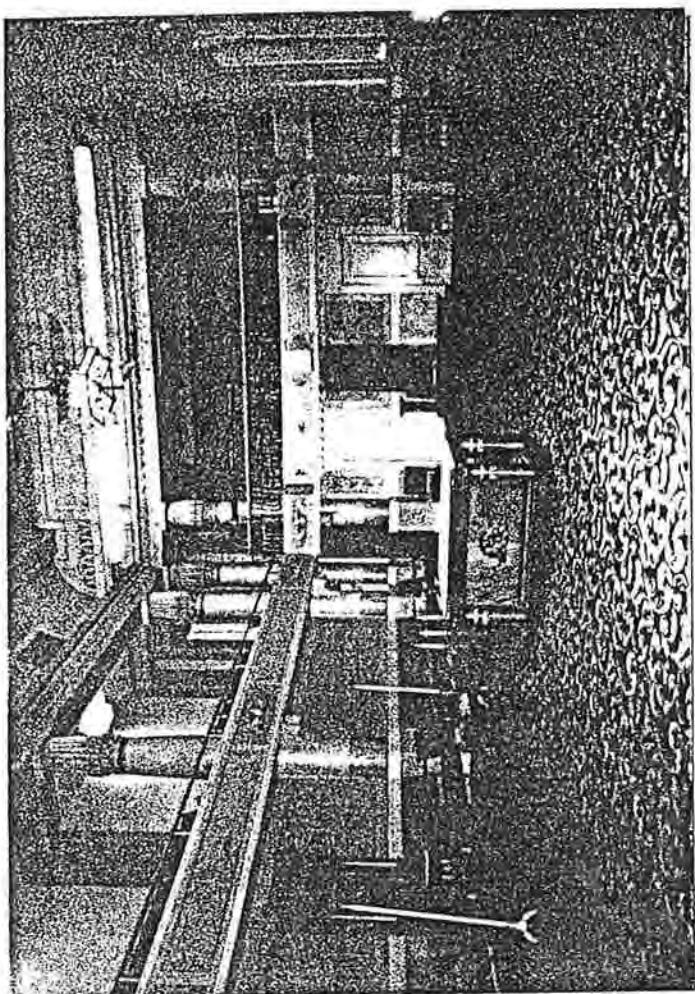
From the booklet
Spokane, the City Beautiful
Geo. W. Jones Co. Spokane
ca 1907 (p. 17)
Northwest Room Ephemera file

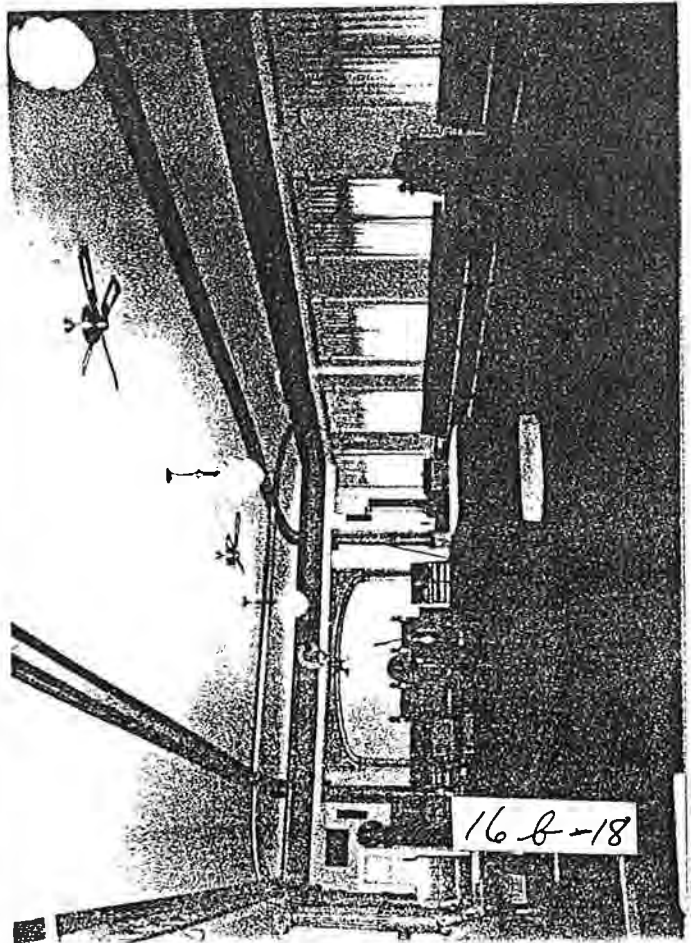
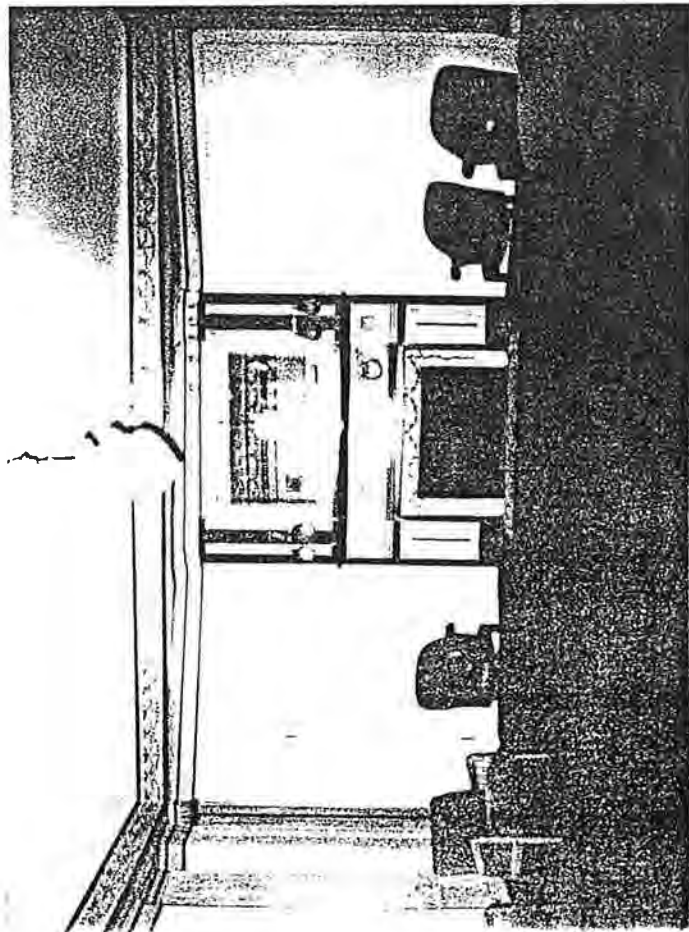
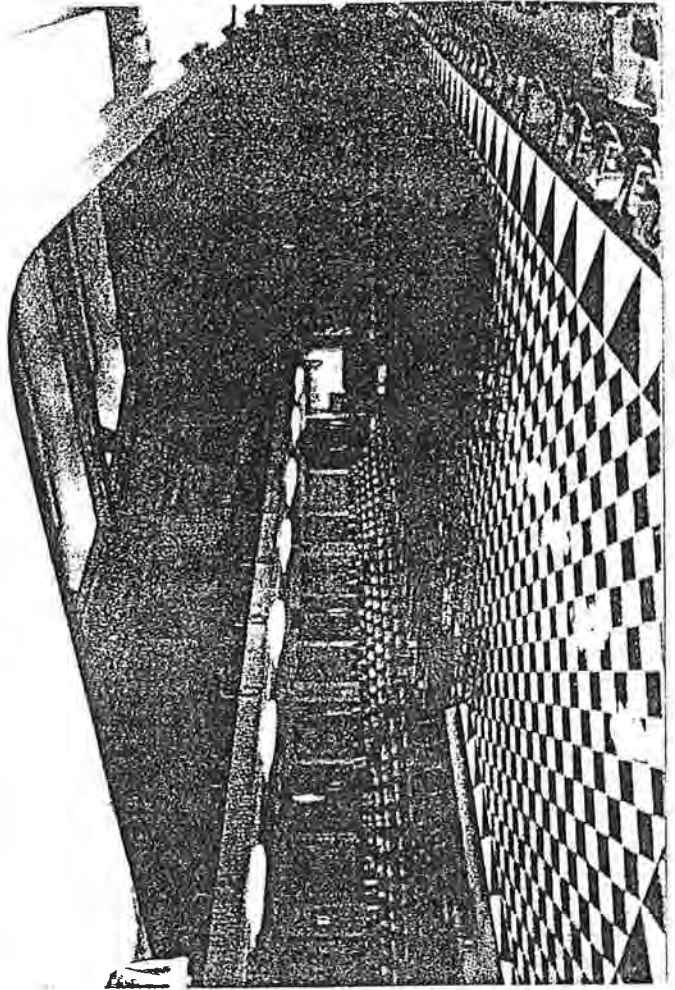
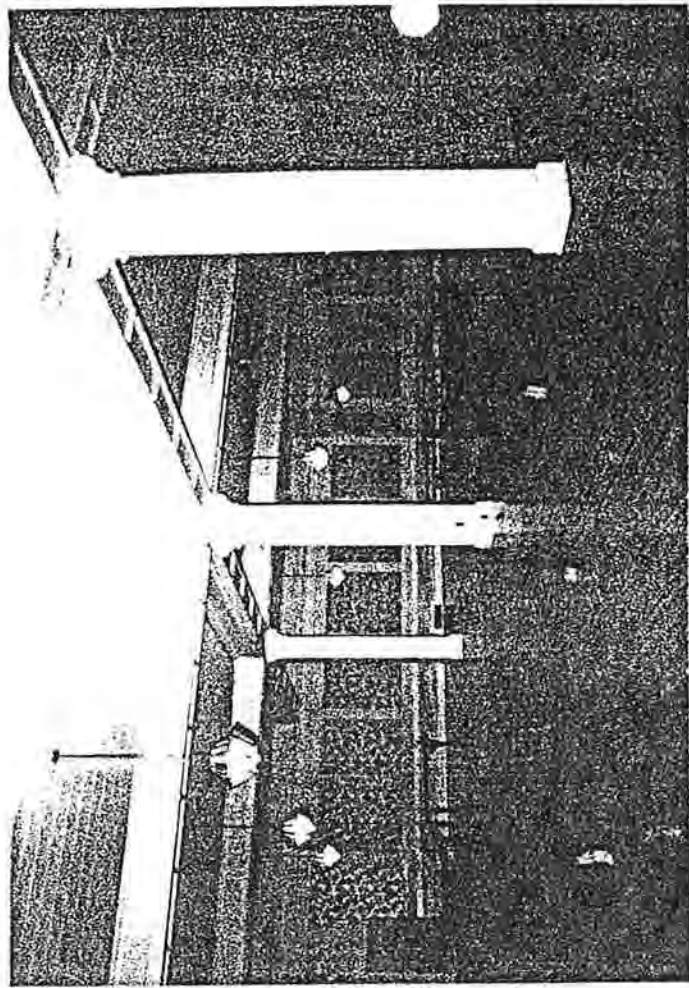


MASONIC TEMPLE.
One of the most beautiful buildings devoted to this order in the world.

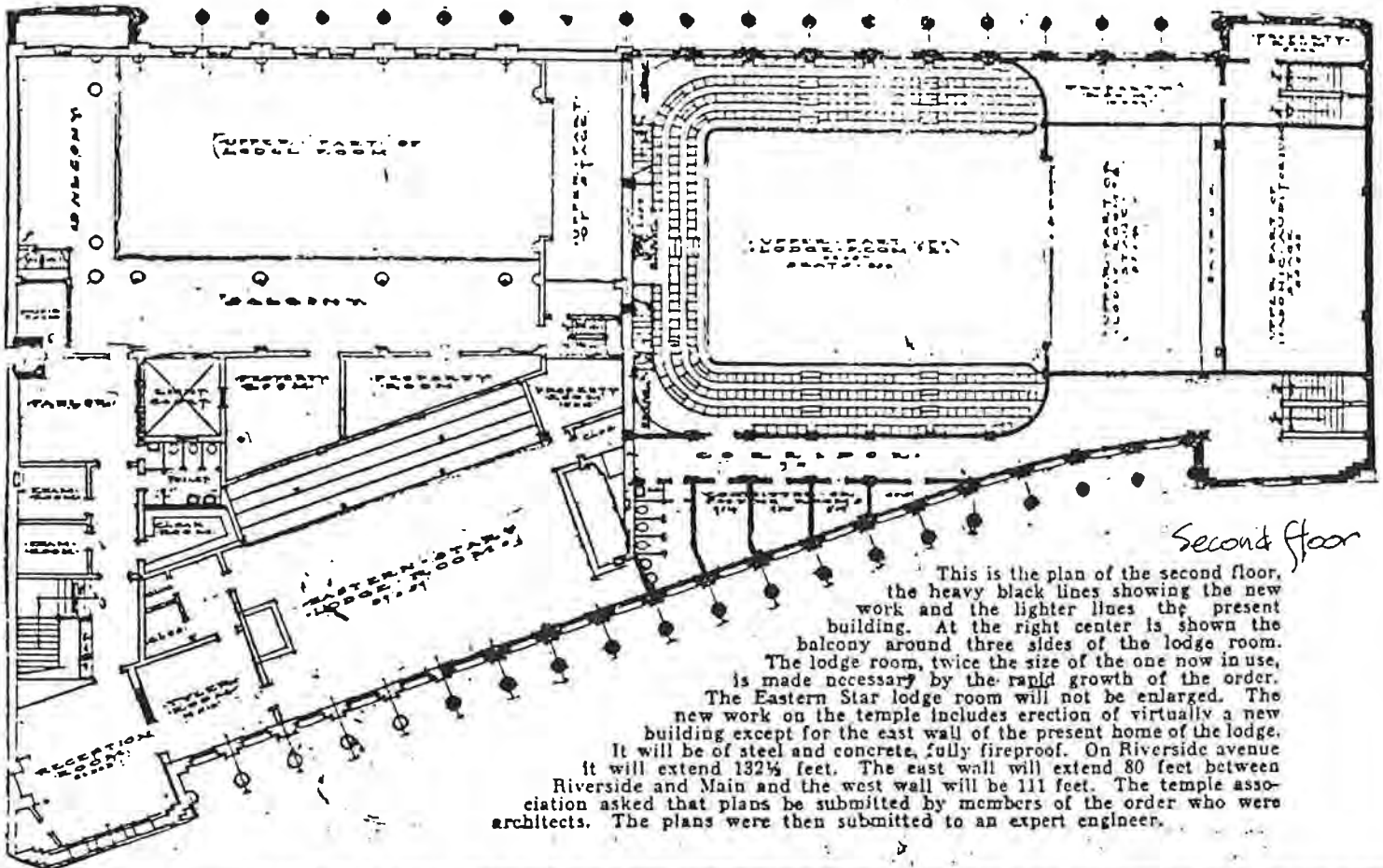


16 8-16

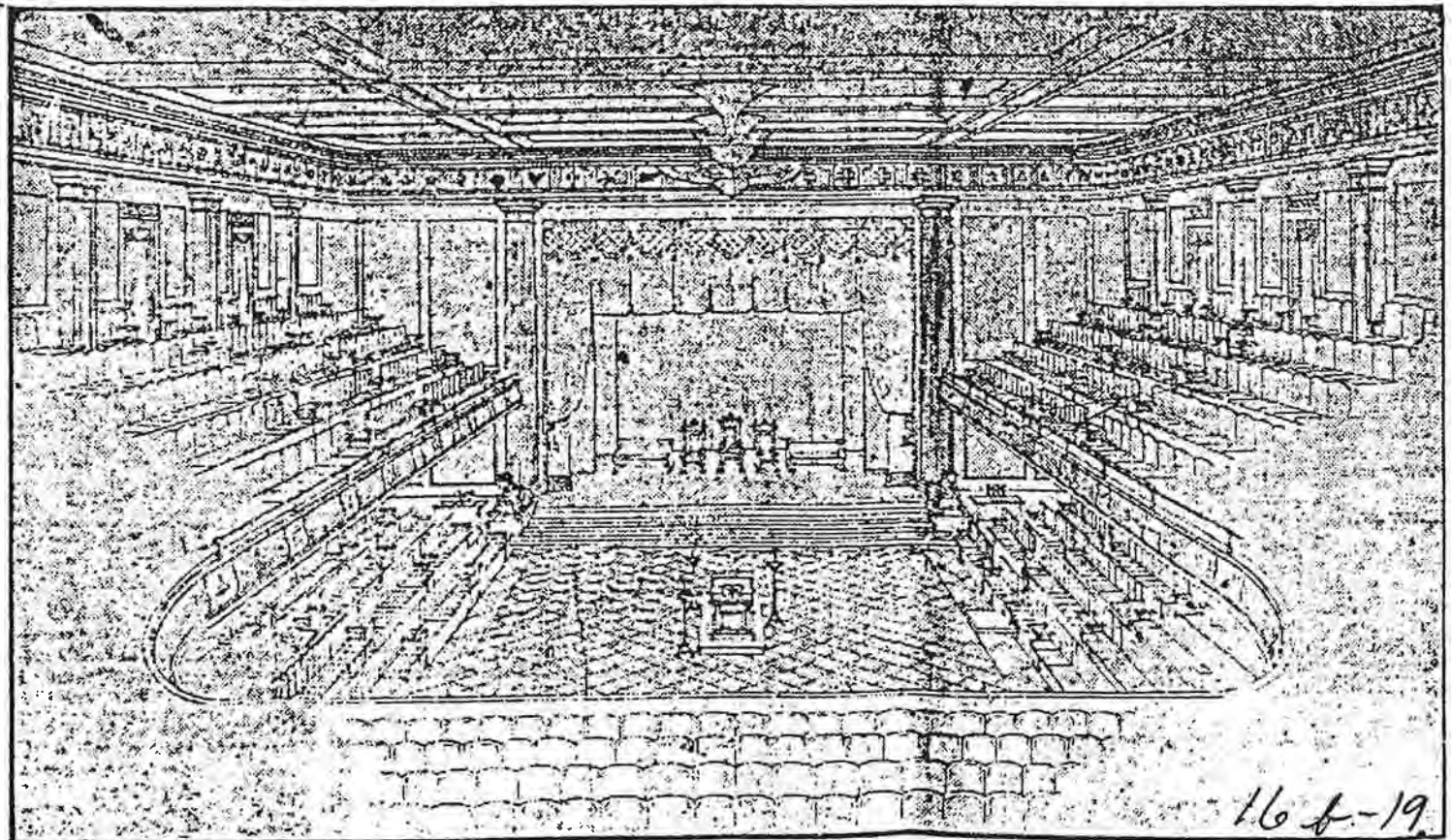




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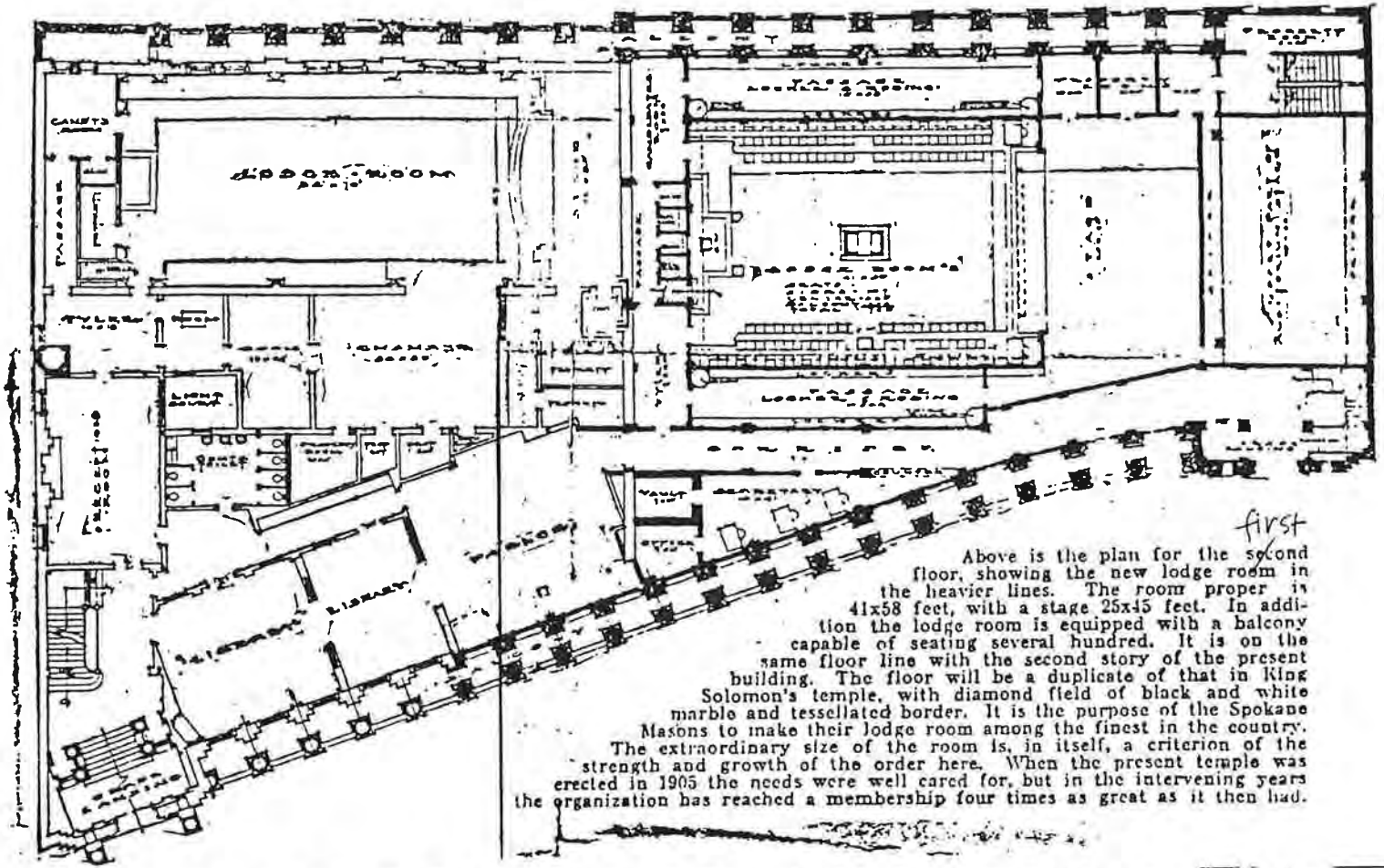
This is the plan of the second floor, the heavy black lines showing the new work and the lighter lines the present building. At the right center is shown the balcony around three sides of the lodge room. The lodge room, twice the size of the one now in use, is made necessary by the rapid growth of the order. The Eastern Star lodge room will not be enlarged. The new work on the temple includes erection of virtually a new building except for the east wall of the present home of the lodge. It will be of steel and concrete, fully fireproof. On Riverside avenue it will extend 132½ feet. The east wall will extend 80 feet between Riverside and Main and the west wall will be 111 feet. The temple association asked that plans be submitted by members of the order who were architects. The plans were then submitted to an expert engineer.



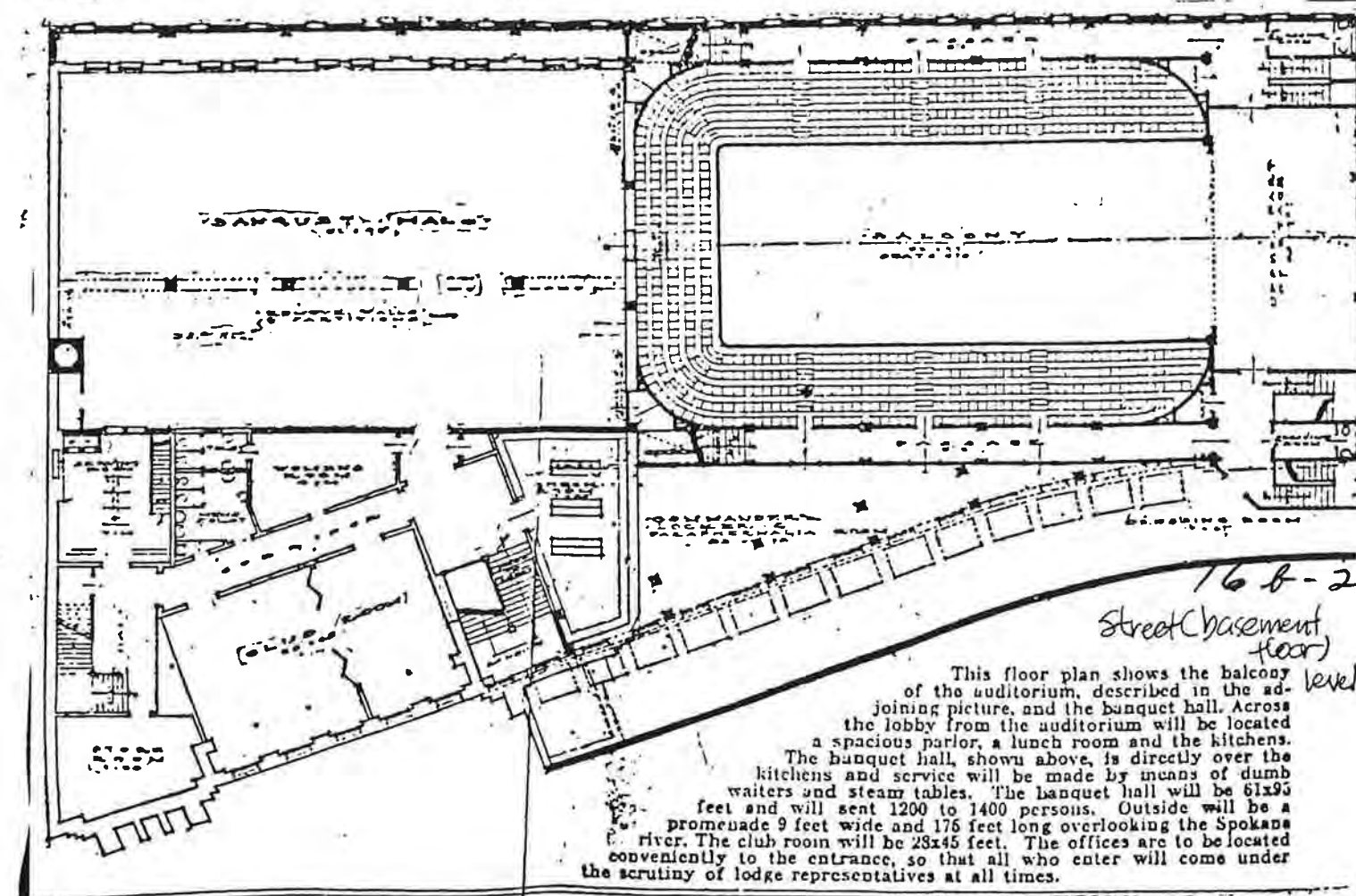
16 f-19

Here is a drawing of the interior arrangements of the auditorium, to which entrance will be made from Main avenue, street level without steps. The auditorium will seat 2000 persons and will be equipped with a pipe organ larger than any yet set up in Spokane. The pipes will be concealed. Entrance is by a lobby 19x62 feet. The auditorium will be 63x79 feet, with ceiling 31 feet.

The balcony seats 675. The stage will be 45 feet wide by 31 feet deep and the proscenium arch will be 25 feet. Acoustics have been carefully studied and no sharp angles are within the room. A corridor extends clear around the auditorium, permitting freedom of entrance and exit and safety. The auditorium will be for public use when not in service to the lodges. The Main avenue entrance will be elaborate and ample parking space is available.



first
 Above is the plan for the second floor, showing the new lodge room in the heavier lines. The room proper is 41x58 feet, with a stage 25x45 feet. In addition the lodge room is equipped with a balcony capable of seating several hundred. It is on the same floor line with the second story of the present building. The floor will be a duplicate of that in King Solomon's temple, with diamond field of black and white marble and tessellated border. It is the purpose of the Spokane Masons to make their lodge room among the finest in the country. The extraordinary size of the room is, in itself, a criterion of the strength and growth of the order here. When the present temple was erected in 1905 the needs were well cared for, but in the intervening years the organization has reached a membership four times as great as it then had.



168-20
 Street Chasement floor level
 This floor plan shows the balcony of the auditorium, described in the adjoining picture, and the banquet hall. Across the lobby from the auditorium will be located a spacious parlor, a lunch room and the kitchens. The banquet hall, shown above, is directly over the kitchens and service will be made by means of dumb waiters and steam tables. The banquet hall will be 61x95 feet and will seat 1200 to 1400 persons. Outside will be a promenade 9 feet wide and 176 feet long overlooking the Spokane river. The club room will be 28x45 feet. The offices are to be located conveniently to the entrance, so that all who enter will come under the scrutiny of lodge representatives at all times.

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

03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	OPR 2011-0546
Renews #	

Submitting Dept	SOLID WASTE MANAGEMENT	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13244
Agenda Item Name	4500- SWM CONTRACT ADDENDUM WITH HDR ENGINEERING, INC.		

Agenda Wording

Contract addendum with HDR Engineering, Inc. (Spokane, WA) for air pollution modeling services at the City's Southside Landfill--increase of \$16,390. Total contract amount: \$53,610. An administrative reserve of \$5,361, which is 10% (continued...)

Summary (Background)

In 2010, HDR Engineering, Inc. was consulted to perform a system audit of the Southside Landfill (SSLF) which identified numerous landfill cover and gas collection components that were in need of repair. Additionally, it identified the possibility of ending the operational flaring of generated landfill gas based on the age and waste characteristics at the SSLF. In 2011, HDR Engineering, Inc. entered into a new contract with the City to prepare a scope of services to develop a (continued...)

Fiscal Impact

Expense \$ \$21,751.00

Select \$

Select \$

Select \$

Budget Account

4500-45600-37148-54101

#

#

#

Approvals**Dept Head** WINDSOR, SCOTT**Division Director** ROMERO, RICK**Finance** LESESNE, MICHELE**Legal** BURNS, BARBARA**For the Mayor** SANDERS, THERESA**Council Notifications****Study Session** PWC 02/25/2013**Other****Distribution List**

jshaw@spokanecity.org

Tax & Licenses

Additional Approvals

swindsor@spokanecity.org

Purchasing

rahanson@spokanecity.org

rschoonover@spokanecity.org

mlesesne@spokanecity.org

olivia.williams@hdrinc.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

of the contract price, will be set aside.

Summary (Background)

request for approval from regulatory agencies to shut down the landfill gas flare at the SSLF. Solid Waste Management has been in discussions with the Spokane Regional Clean Air Agency (SRCAA) to determine the necessary testing and documentation needed to justify the decision to end flaring operations at the SSLF. The services in this addendum will produce an evaluation requested by SRCAA to further assess the air impact of using a proposed biofilter once the flare is terminated at the SSLF.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Distribution List

william.blaylock@hdrinc.com

CONTRACT AMENDMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and HDR ENGINEERING, INC., whose address is 1401 East Trent Avenue, #101, Spokane, Washington 99202, as "Consultant."

WHEREAS, the parties entered into a contract wherein the Consultant agreed to PREPARE A SCOPE OF SERVICES TO DEVELOP A REQUEST FOR APPROVAL FROM REGULATORY AGENCIES TO SHUT DOWN THE LANDFILL GAS FLARE AT THE SOUTHSIDE LANDFILL; and

WHEREAS, the Consultant shall perform a dispersion modeling impact assessment of a proposed biofilter at the City's closed Southside Landfill based on a request from the Spokane Regional Clean Air Agency and in accordance with the Scope of Services dated February 6, 2013, -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The contract dated June 2, 2011 and June 14, 2011, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective upon signature of both parties and end July 31, 2013.
3. AMENDMENT. Section 1 of the contract documents is amended to read as follows:
 1. PERFORMANCE. The Consultant shall PREPARE A SCOPE OF SERVICES TO DEVELOP A REQUEST FOR APPROVAL FROM REGULATORY AGENCIES TO SHUT DOWN THE LANDFILL GAS FLARE AT THE SOUTHSIDE LANDFILL, in accordance with the Consultant's Scope of Services, dated May 4, 2011 and PERFORM A DISPERSION MODELING IMPACT ASSESSMENT OF A PROPOSED BIOFILTER AT THE CITY'S CLOSED SOUTHSIDE LANDFILL BASED ON A REQUEST FROM THE SPOKANE REGIONAL CLEAN AIR AGENCY AND IN ACCORDANCE WITH THE SCOPE OF SERVICES DATED FEBRUARY 6, 2013.
4. COMPENSATION. The City shall pay the Consultant SIXTEEN THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$16,390.00) for everything furnished and done under this contract amendment.

Dated: _____

CITY OF SPOKANE

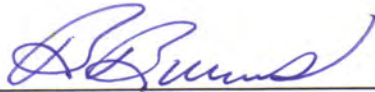
By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

HDR ENGINEERING, INC.

E-Mail address, if available:

By: _____

Title: _____

13-056

**City of Spokane
Southside Landfill Flare Shutdown
Addendum 2**

Scope of Services

HDR Engineering, Inc. (HDR) is providing this addendum to the Southside Landfill Flare Shutdown project with the City of Spokane (City) to perform a dispersion modeling impact assessment of a proposed biofilter at the City's closed Southside Landfill (SSLF). The biofilter would replace a flare that currently disposes of the collected landfill gas. Based on a request from the Spokane Regional Clean Air Agency (SRCAA), HDR is proposing to conduct the dispersion modeling assessment to evaluate ambient air impacts at the landfill property boundary due to biofilter emissions of vinyl chloride (VC), hydrogen sulfide (H₂S), and odors, using H₂S as a surrogate. The sensitive receptor area of primary concern is a public open space adjacent to the landfill.

The modeled ambient air VC and H₂S impacts will be compared to acceptable source impact levels (ASILs) provided in Washington Administrative Code (WAC). Odor impacts will be assessed using a level of 10 dilutions to threshold (DT) as a screening level below which no odor complaints would be anticipated. A level of 10 DT can be fairly conservatively assumed to represent at least 10 parts per billion (10 ppb) of H₂S, as 1 ppb of H₂S is considered a lower end of the range of H₂S concentrations that are detectable by humans. A 10 DT odor intensity, as detected by an inspector, is likely at or slightly above "Level 1" as defined in SRCAA Regulation 1, Section 6.04, but 10 DT is certainly less than "Level 2" as defined in these rules. Thus, 10 ppb of H₂S is a level below which there should be good confidence that a source would not cause an odor complaint. An ambient H₂S level of 100 ppb would be more likely to result in odor complaints.

The following sections provide the proposed scope of work.

Task 1 Project Management

Activities:

- ▶ Project Communication. Contact, coordination, and communication between the Project Team, the City of Spokane, and the SRCAA.
- ▶ Coordinate production of deliverables.

Deliverables:

- ▶ Invoices and progress report (up to 2 invoices).

Task 5 Air Dispersion Modeling & NOC Application

Activities:

- ▶ Calculate mass emission rates based on exhaust air flow out of the biofilter and the design concentrations of VC and H₂S in the exhaust flow.
- ▶ Set up model input geometric information, including receptors at landfill fence line and beyond, the location of the proposed biofilter exhaust stack, and the biofilter enclosure.
- ▶ Input stack parameters, building (biofilter enclosure) dimensions, and receptors to USEPA's current AERMOD dispersion model. Execute the model with a normalized (1.0 grams/sec) emission rate for five years of meteorology, to produce normalized maximum 1-hour, 24-hour and annual average concentrations. The normalized concentrations will then be multiplied by the estimated VC and H₂S emission rates in units of grams/second to estimate ambient concentrations of each chemical.
- ▶ Adjust 1-hour concentrations by theoretical peak/1-hour concentration ratio to obtain short-term peak concentrations for odor assessment.
- ▶ Based on an initial model run, HDR's dispersion modeling staff will make recommendations to HDR's landfill design staff on changes to emissions, stack height, and/or location of the biofilter, if needed to minimize predicted ambient impacts. The recommendations will be incorporated in the landfill gas system design included in the biofilter regulatory request described in the original project contract.
- ▶ Develop a brief modeling protocol for review and approval by SRCAA. Participate in one conference call with the City and SRCAA to introduce the proposed modeling approach.
- ▶ Prepare a brief technical memo describing the impact analysis and results in comparison to the thresholds of concern (Draft and Final).
- ▶ Prepare Notice of Construction (NOC) application for SRCAA approval to include:
 - NOC application form
 - Drawing(s) that describe the proposed source, including distance and height of buildings within 200 feet of the source;
 - Estimated emissions that will result from the proposal, or sufficient information for SRCAA to calculate the expected emissions;
 - Proposed means for control of emissions;
 - Base fee (to be paid for by the City); and
 - SEPA checklist
- ▶ Participate in one conference call with City and SRCAA after submittal of draft technical memo to discuss results of modeling effort.
- ▶ Up to one additional conference call with City and SRCAA to discuss status of NOC application
- ▶ One additional submittal package assumed to be prepared by HDR to provide supplementary information or clarifications to SRCAA to finalize NOC application.

Deliverables:

- ▶ Draft and Final Impact Analysis Tech Memo
- ▶ NOC application
- ▶ Supplementary NOC package, if required by SRCAA

**Addendum 2 to Final Scope of Services, Schedule, and Budget
February 6, 2013**

Assumptions:

- ▶ Representative raw meteorological data is assumed to be available via the Internet and HDR will preprocess this for input to AERMOD. If fees are needed to acquire data, these will be a pass-through cost to the client at additional cost.
- ▶ Two initial model runs at the preferred biofilter location and one run at an alternate location can be accommodated for this level of effort. Any additional runs can be accomplished for additional cost.
- ▶ Draft and final modeling results technical memorandums to be submitted electronically
- ▶ Draft NOC package to be submitted electronically for the City to review prior to submitting to SRCAA
- ▶ The base fee for the NOC application (estimated by SRCAA to be \$2,290) and review fees (charged after regulatory review) will be paid by the City.
- ▶ 6 hours assumed to develop supplementary information or clarifications to NOC application based on comments from SRCAA that may be received.

Schedule

The proposed schedule to completed the scope of services identified in Amendment 2 is to commence in mid-February 2013 be completed by the end of May 2013 pending regulatory review. Subsequent to submitting the NOC application, the NOC review schedule is estimated by SRCAA to take 40-60 days, on average, but up to 90 days.

Task 1: Project Management	Coordination and project management activates to be in conjunction with Task 5.
Task 5: Air Dispersion Modeling	Modeling completed and Draft Report submitted to SRCAA five (5) weeks after Notice to Proceed. Final Report one (1) week after agency review and comment.

Cost Estimate Summary

	Budget
Southside Landfill Flare Shutdown Amendment 2	
Task 1: Project Management	\$700
Task 5: Air Dispersion Modeling	\$15,200
Labor Subtotal	\$15,900
Technology Charge	\$370
Travel and Other Expenses (printing, conference calling)	\$120
Total Cost Estimate	\$16,390

BRIEFING PAPER
Public Works Committee
Solid Waste Department
February 25, 2013

Subject

Air Pollution Modeling Services for use in justification of terminating landfill gas flaring operations at the City of Spokane Southside Landfill (SSLF). This evaluation is required per the Spokane Regional Clean Air Authority (SCRAA) regulations.

Background

In 2010, HDR Engineering was consulted to perform a system audit of the SSLF (a copy of this audit is available upon request). The results of this audit identified numerous landfill cover and gas collection components that were in need of repair. In addition to the needed repairs, it identified the possibility of ending the operational flaring of generated landfill gas based upon preliminary calculations of lessening landfill gas generation due to the age and waste characteristics at the SSLF. During discussions with SCRAA it was determined that site specific air modeling and landfill gas generation tables would be major requirements for further determinations. The air modeling services and landfill gas generation tables will be produced by HDR Engineering and submitted to SCRAA as part of this contract.

An existing contract with HDR Engineering is in place to provide construction plans for the modifications that will be required for active venting operations after the approval to terminate flaring is gained. This addendum will add \$16,390 to the cost of the contract, bringing the total to \$53,610 which requires City Council approval. Air model testing methodology discussions between the City and SCRAA will commence 15 days after the "Notice to Proceed" is communicated to the Contractor. It is anticipated that the improvements will be completed by November 30, 2013.

Impact

This is a continuation of the steps necessary for the closure of the landfill. The implementation of this addendum to the contract will manifest in good faith the intent of the City of Spokane to operate and maintain the Southside Landfill as required by all applicable permitting requirements. In doing so, the City of Spokane will reduce the likelihood of fines or other disciplinary actions.

Action

Recommend approval

Funding

Funding is from Solid Waste Management Department Funds associated with the site improvements.



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	OPR 2012-0675
Renews #	

Submitting Dept	WORKFORCE DEVELOPMENT	Cross Ref #	
Contact Name/Phone	SETH DYSON 533-8472	Project #	
Contact E-Mail	SDYSON@WDCSPOKANE.COM	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1830 SPOKANE AREA WORK FORCE DEVELOPMENT CONTRACT WITH DOT		

Agenda Wording

SAWDC Supplemental Agreement No. 2 with Washington State Department of Transportation to increase award by \$35,000.88 for pre-apprenticeship initiative and extend contract effective date through August 31, 2013. Revised total award is \$109,995.66.

Summary (Background)

The Spokane Area Workforce Development Council (SAWDC) is a recipient of funds from the WA State Workforce Board, and is now modifying this contract to increase award and extend the contract.

Fiscal Impact	Budget Account
Revenue \$ \$35,000.88	# 1830-99058-99999-33320-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	lmeakin@wdcspokane.com	
<u>For the Mayor</u>	SANDERS, THERESA	jfacer@wdcspokane.com	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		mlesesne@spokanecity.org	

1 **Agreement Number Y-11271**
2 **Supplement Number 02**

3 This SUPPLEMENTAL AGREEMENT, is made and entered into on this
4 _____ day of _____, 2012, between the State of
5 Washington, acting through the Washington State Department of Transportation and the
6 Secretary of Transportation, hereinafter called the "STATE," and City of Spokane, Spokane
7 Area Workforce Development Council, hereinafter called the "CONSULTANT."

8 WHEREAS, the parties hereto have previously entered into an agreement for services, said
9 agreement being Agreement Number Y-11271 dated October 20, 2012; and

10 WHEREAS, the STATE desires to have the CONSULTANT assist the STATE by providing
11 additional services; and

12 WHEREAS, Section XIV, EXTRA WORK of the AGREEMENT provides for payment by
13 supplemental agreement for additional work; and

14 WHEREAS, both parties desire to supplement said AGREEMENT by increasing the
15 maximum amount payable to cover the cost for additional services.

16 NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and
17 performance contained herein, or attached and incorporated and made a part hereof, the
18 parties mutually agree as follows:

19 Each and every provision of the original AGREEMENT as supplemented shall remain in full
20 force and effect, except as expressly modified in the following sections:

21 **II**

22 **Scope of Work**

23 Section II, "Scope of Work" shall be supplement as shown in attached Exhibit "A."

24 **IV**

25 **Time for Beginning and Completion**

1 Section IV, "Time for Beginning and Completion," shall be supplemented to extend the
2 completion date from December 31, 2012, to August 31, 2013.

3 **V**

4 **Payment**

5 Section V, "Payment," shall be supplemented to compensate the CONSULTANT for the
6 additional engineering services necessary to complete the project, as shown in attached
7 Exhibit "D" and as follows:

8 C. Maximum Total Amount Payable

9 The maximum total amount authorized for this SUPPLEMENTAL AGREEMENT is
10 increased by \$35,000.88 from \$74,994.78 to \$109,995.66. The maximum total amount
11 payable for this AGREEMENT is \$109,995.66, including the MRF of \$0.00.

12 **VI**

13 **Sub-Contracting**

14 Section VI, "Sub-consulting," shall be supplemented to compensate the CONSULTANT for
15 sub-consulting as shown in attached Exhibit(s) "E."

16

1 IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL
2 AGREEMENT as the day and year first above written.

3 CITY OF SPOKANE, SPOKANE AREA WASHINGTON STATE DEPARTMENT
4 WORKFORCE DEVELOPMENT COUNCIL OF TRANSPORTATION

5 _____

6 Approved as to form on this _____ day of _____, 2013.

7 By:

8 _____
Assistant Attorney General



Spokane Area WORKFORCE DEVELOPMENT COUNCIL

Background

The Washington State Department of Transportation (WSDOT) receives funding for the On-the-Job Training (OJT) Support Services (SS) Program through the U.S. Department of Transportation Federal Highway Administration (FHWA) through a reimbursable fee program. The OJT Support Services Program is a tool utilized by WSDOT to ensure an adequate number of minorities, women and other disadvantaged individuals are ready to enter the highway construction trades. During the 2012 legislative session, the Washington State Legislature passed Second Substitute House Bill 2673 – Workforce Development; furthering demonstrating the State’s intent to ensure minorities, women and other disadvantaged individuals are provided adequate opportunity to participate in the heavy highway construction trades. The intent of this legislation and the OJT/SS Program is to prepare individuals for entry into the highway engineering, construction, and related fields with prime contractors, municipalities and state government. To effectively administer the OJT/SS Program, the WSDOT has contracted with the Spokane Area Workforce Development Council (the “Consultant”) to administer a Pre-Apprenticeship Training Program (hereinafter “Program”) in Spokane, Washington.

Program Objectives

The OJT SS Program, per 23 Code of Federal Regulation Part 230, requires WSDOT to 1) assist prime contractors in meeting their Equal Employment Opportunity contractual obligation by ensuring minority and female participants are available within the heavy highway construction trades; and 2) to develop other means of increasing training opportunities for women, minorities and other disadvantaged individuals.

Objective 1 and 2 above are fulfilled by WSDOT by providing minorities, females and other disadvantaged individuals recruitment, post-graduate follow-up, pre-employment assessment, pre/post- employment counseling, skills training (i.e. pre-apprenticeship), outreach, job placement, , jobsite mentoring and mediation assistance. This is also accomplished through Pre-Apprenticeship, or skills training, which leads minorities, females and other disadvantaged individuals in gaining meaningful employment. The Pre-Apprenticeship program should consist of establishing/utilizing a program containing: basic math, physical endurance, GED preparatory classes, limited English proficiency, safety orientation/certification, and other courses necessary to gain meaningful employment in the highway-construction trades. To be proficient in the above, the Consultant would need to maintain/develop relationships with community and trade based organizations and construction industry leadership.

Consultant Requirements

Per HB 2673 – Workforce Development, the Consultant shall work collaboratively with the WSDOT, Washington State Department of Labor and Industries (L&I) and Washington State Apprenticeship and Training Council (WSATC). As WSDOT is ultimately responsible to USDOT for the OJT/SS funding; WSDOT shall be the Contract and Project Manager with L&I and the WSATC providing guidance and assistance with implementation.

The intent of this AGREEMENT is to further support the benchmark Program to use as the standard for adult pre-apprenticeship in Washington State. In performing these activities, the Consultant will perform the following tasks:



Program Description

1. On-the-Job Support Services: Apprenticeship & Nontraditional Employment for Women (ANEW) will replicate its successful Apprenticeship Opportunities Project (AOP) model to provide wrap around/auxiliary support services for low to medium skilled pre- and under-employed apprentices in the Spokane Area. ANEW has administered AOP in Seattle-King County since its inception in 1994 for the Office of Port Jobs, which supports the expansion of its model for this proposal. ANEW will utilize the AOP model to provide career coaching utilizing various methods including online resources, group presentations, training for contractors, and individualized counseling.

2. Pre- Apprenticeship | Boot Camp Training: Inland Electrical Empire Electrical Training Trust (IEETT) will modify its effective Boot Camp training model to accommodate individuals seeking apprenticeship in twelve (12) registered apprenticeship construction trades crafts. This ninety (90) hour, nine (9) week program will prepare low-income women and people of color to be apprentice ready for Eastern Washington programs. With the input of Spokane Area WSDOT Pre-Apprenticeship Program partners, ANEW will share an FTE to coordinate the Boot Camp training schedule, case manage the pre-apprentices, provide employability training, and verify placement in apprenticeships upon graduation. This FTE will also collect participant data, manage participant files, and ensure all reporting is timely and accurate.

Individuals with low or no skills or experience in trades work and who meet Boot Camp training prerequisites will be referred to the pre-apprenticeship. These individuals will receive case management, job development, and other job-related skills assistance. Qualified individuals who are unemployed but possess sufficient skill sets to apply directly to apprenticeship will receive application assistance and advocacy, job development, and other job-related skills assistance. All clients will receive retention services, which can include mentoring and financial assistance contingent upon pre-approval from the WSDOT.

Pre-Apprenticeship/Boot Camp Training Components:

Deliver another round of Pre-Apprenticeship for the Spokane Area. At minimum, this Program will last for nine (9) weeks and includes:

- a. Classroom Training
 - i. Orientation
 - ii. Basic/Remedial Math
 - iii. Limited English Proficiency, if applicable
 - iv. Blue Print Reading
 - v. Life Skills Training
- b. Construction Specific Skills Training
 - i. Physical Endurance Training
 - ii. Hands-on Skills (e.g. tools, equipment, etc.) Training
 - iii. Safety Skills (i.e. OSHA 10 Certification)
 - iv. CPR Training
 - v. Flagging Certification
 - vi. Forklift Certification



Spokane Area WORKFORCE DEVELOPMENT COUNCIL

- b. Outreach to fifty (50) individuals for enrollment in the Program through partnerships with various colleges, government agencies, community and trade based organizations. This task shall be completed by February 15, 2013.

- c. Assess and screen (i.e. conduct a job readiness assessment) fifty (50) individuals recruited for participation in the Program. This task shall be completed by February 20, 2013.

- d. Place at least fifteen (15) individuals in the Program. These individuals must be considered socially and economically disadvantaged, be over the age of eighteen (18) and have at minimum a 10th grade education or GED. These individuals must possess a driver's license or be assisted in obtaining a driver's license prior to enrollment in the Program. The Consultant will attempt to ensure equitable consideration and opportunities are provided to both minorities and women. WSDOT would prefer to see fifty percent (50%) of Program participants are minorities and fifty percent (50%) women. It would also be acceptable if the enrollees reflect the availability of minorities and women in the Spokane area. However, if there is a large difference in the number of minorities versus women enrolled in the Program, the Consultant shall submit a detailed written explanation to WSDOT. This task shall be completed by April 30, 2013.

- e. If an individual does not possess the necessary skills to participate in the Program, a Consultant representative shall refer the individual to a college, government agencies, community and trade based organization for meaningful employment. This task shall be completed by February 28, 2013.

- f. Out of the fifteen (15) individuals (minimum) enrolled and participating in the Program, at least twelve (12) enrollees shall graduate from the Program. This task shall be completed by April 30, 2013.

- g. The Program shall have a graduation ceremony. The Consultant shall provide program graduates with a hard hat and safety vest (to meet or exceed WSDOT standards). This task shall be completed by April 30, 2013.

Program Documents Required:

- a. Within five (5) days after the end of each month, the Consultant shall submit a Monthly Activity Report Summary and detailed invoice, utilizing the format provided by WSDOT. The Monthly Activity Report Summary shall include the invoice and a detailed status of the activities accomplished under the Program Requirements.

- b. With Monthly Activity Report Summary, the Consultant shall submit documentation for each individual assessed and/or enrolled in the Program. The Program shall submit a document or excel spreadsheet containing information for each individual which shall include the following information:
 - i. First and Last Name
 - ii. Last four (4) numbers of the Social Security Number
 - iii. Telephone Number
 - iv. Race/Ethnicity
 - v. Gender



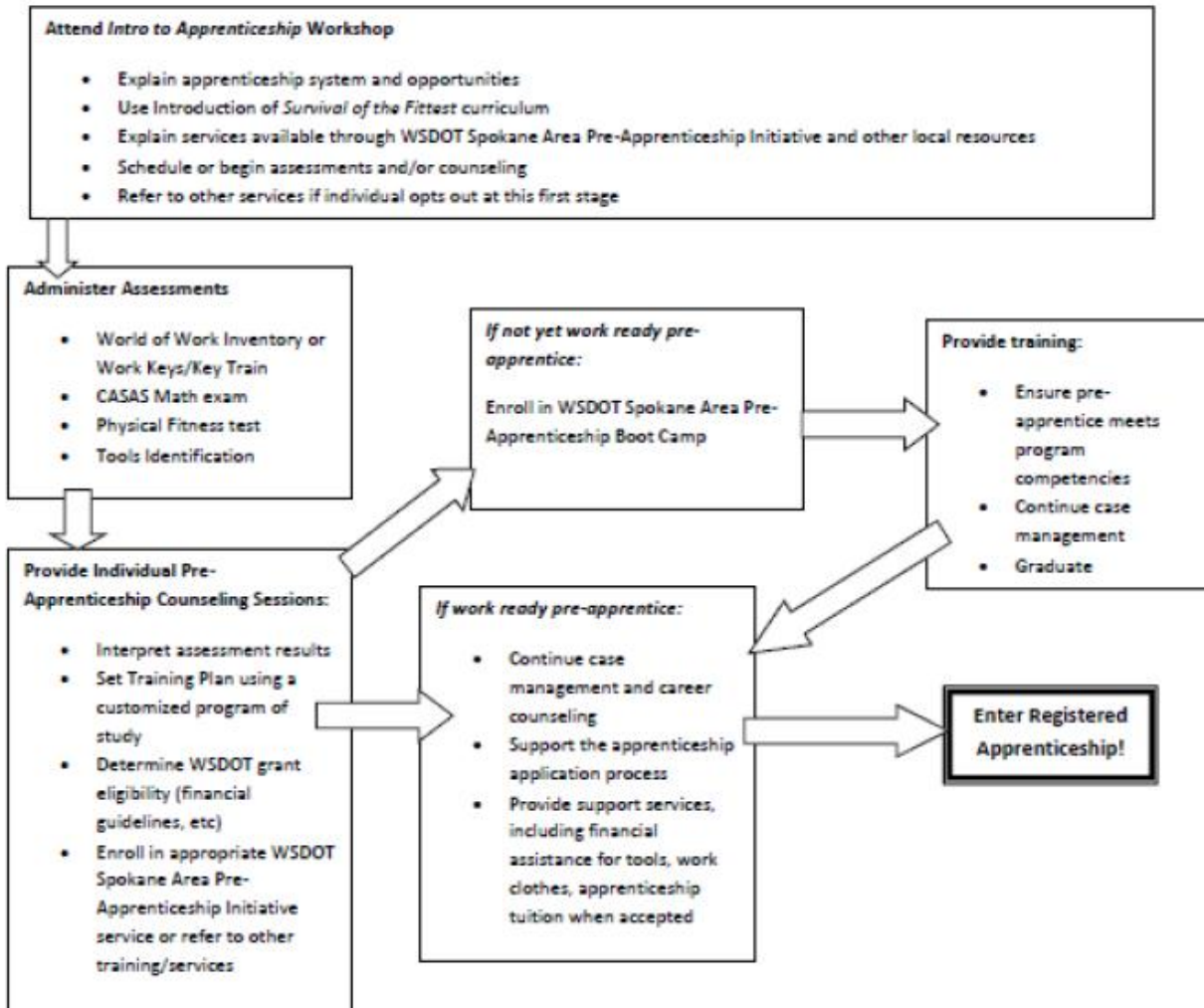
Spokane Area WORKFORCE DEVELOPMENT COUNCIL

- vi. Veteran Status, if honorably discharged
- vii. Date of Contact
- viii. Enrolled In Program (Yes/No)
- ix. If not enrolled in the program, list the organization(s) the individual was referred to¹.
- x. Status of Applicant: Classroom Training, Skills Training, Graduate or dropped out. If the applicant dropped out, please provide an explanation.

c. The above information shall be updated on a monthly basis and submitted to WSDOT.

Eastern Washington Project Model:

WSDOT Spokane Area Pre-Apprenticeship Initiative | *DECISION TREE*



¹ No more information is required if the applicant did not get placed in the Pre-Apprenticeship Program.

Budget Spokane Area Workforce Development

Personnel	RATE	Develop Materials		Recruit Individuals		Conduct Intake/ Assessment/Referrals		Classroom Training		Construction		Graduation Hours	Reporting Hours	Total Hours	Individual Cost	Increase/ decrease	New Total
		Hours	0	Hours	0	Hours	0	Hours	0	Hours	0						
Spokane WDC Program Prof.	\$ 42.51	0	8	0	0	0	0	0	0	0	0	0	90	98.00	\$4,165.98	\$ -	4,165.98
Spokane WDC Workforce Spec.	\$ 42.34	0	0	0	0	0	0	0	0	0	0	0	20	20.00	\$846.80	\$0.00	846.80
ANEW Executive Director	\$ 39.00	0	8	0	16	0	0	0	0	0	0	0	80	104.00	\$4,056.00	\$0.00	4,056.00
ANEW Spokane Case Manager	\$ 28.00	0	100	0	100	0	0	0	0	0	0	0	40	240.00	\$6,720.00	\$7,774	14,494.00
ANEW Project Coordinator	\$ 22.00	0	0	0	20	0	0	0	0	0	0	0	86	106.00	\$2,332.00	(\$974)	1,358.00
ANEW Client Services Manager	\$ 32.00	0	18	0	20	0	0	0	0	0	0	0	20	58.00	\$1,856.00	\$600.00	2,456.00
IEETT Training Director	\$ 55.00	20	0	0	0	0	0	0	0	0	3	0	20	43.00	\$2,365.00	\$0.00	2,365.00
IEETT Instructor	\$ 50.00	20	20	0	20	132	0	20	0	0	3	0	8.1	223.10	\$11,155.00	\$0.00	11,155.00
WorkSource (CPS)	\$ 34.00	20	250	0	60	0	0	0	0	0	0	0	17	347.00	\$11,798.00	(\$1,557.18)	10,240.82
Support Services Assistance															\$10,000.00	(\$5,577.27)	4,422.73
Communications/Materials															\$2,000.00	(\$1,000)	1,000.00
Facility - Training															\$700.00	\$300	1,000.00
Travel															\$3,000.00	(\$800)	2,200.00
Training Supplies/Equipment															\$14,000.00	1234.45	15,234.45
															\$74,994.78		74,994.78

Modification Request:

1. Move \$600 from ANEW Program Coordinator to the ANEW Client Services Manager
2. Move the remaining balance (\$374) of ANEW Program Coordinator to ANEW Spokane Case Manager
3. Transfer \$1,000 from communication/materials to Spokane Case Manager line item
4. Transfer \$800 from the travel line item to the Spokane Case Manager
5. Transfer the remaining balance of CPS (\$7,134.45) to:
 - A. \$300 to IEETT Facility Training line item
 - B. \$5,600 to ANEW Spokane Case Manager
 - C. \$1,234.45 to IEETT Training Supplies

	Current	(+/-)	New total
SAWDC	5012.78	0	\$5,012.78
ANEW	19964	(\$5,600)	\$25,564
CPS	21798	\$7,134.45	14,663.55
IEETT	28220	(\$1,534.45)	\$29,754.45
	74994.78		\$74,994.78

Note:

317 hours increase for ANEW Spokane Case Manager due to recruitment and being the person on the ground in Spokane
 61 hours decrease in ANEW Project Coordinator as this time and effort was covered by the Spokane ANEW Case Manager

WSDOT Cohort #2 Budget Proposal

January 1 - August 31, 2013

Budget Spokane Area Workfoce Development

Personnel	RATE	Develop	Conduct Intake/			Construction			Total	Individual
		Materials	Recruit Inviduals	Assessment/Referrals	Classroom Training	Training	Graduation	Reporting		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost
Spokane WDC Program Prof.	\$ 42.51	0	0	0	0	0	0	18	18.00	\$765.18
Spokane WDC Workforce Spec.	\$ 42.34	0	0	0	0	0	0	5	5.00	\$211.70
ANEW Executive Director	\$ 39.00	0	8	8	0	0	0	80	96.00	\$3,744.00
ANEW Spokane Case Manager	\$ 28.00	0	100	100	0	0	0	40	240.00	\$6,720.00
ANEW Project Coordinator	\$ 22.00	0	0	20	0	0	0	20	40.00	\$880.00
ANEW Client Services Manager	\$ 32.00	0	0	0	0	0	0	40	40.00	\$1,280.00
IEETT Training Director	\$ 55.00	0	0	20	0	0	3	10	33.00	\$1,815.00
IEETT Instructor	\$ 50.00	0	10	20	132	20	0	8	190.00	\$9,500.00
IEETT Operator Vendor Contract										\$2,925.00
Communications/Materials										\$1,000.00
Facility - Training										\$700.00
Travel										\$2,000.00
Training Supplies/Equipment										\$ 3,460.00
										\$35,000.88

IEETT Training Direcdtor	\$ 55.00	33.00	\$1,815.00
IEETT Instructor	\$ 50.00	190.00	\$9,500.00
IEETT Operator Vendor Contract			\$2,925.00
Facility - Training			\$700.00
Training Supplies/Equipment			\$3,460
Total IEETT			\$18,400.00

ANEW Executive Director	\$ 39.00	96.00	\$3,744.00
ANEW Spokane Case Manager	\$ 28.00	240.00	\$6,720.00
ANEW Project Coordinator	\$ 22.00	40.00	\$880.00
ANEW Client Services Manager	\$ 32.00	40.00	\$1,280.00
Travel			\$2,000.00
Communications/Materials			\$1,000.00
Total ANEW			\$15,624.00

Spokane WDC Program Prof.	\$ 42.51	18.00	\$765.18
Spokane WDC Workforce Spec.	\$ 42.34	5.00	211.7
Total SAWDC			\$976.88

<u>Consultant</u>	<u>Original</u>	<u>Supp 01</u>	<u>Re-distribute</u>	<u>Supp 02</u>	<u>Total</u>
Spokane	\$764.33	\$4,248.45	\$0.00	\$976.88	\$5,989.66
ANEW	\$12,443.00	\$7,521.00	(\$5,600.00)	\$15,624.00	\$29,988.00
Worksource	\$16,010.00	\$5,788.00	\$7,134.45	\$0.00	\$28,932.45
IET	\$14,175.00	\$14,045.00	(\$1,534.45)	\$18,400.00	\$45,085.55
	\$43,392.33	\$31,602.45	\$0.00	\$35,000.88	\$109,995.66



Agenda Sheet for City Council Meeting of:

03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	OPR 2013-0171
Renews #	OPR 2010-0673
Cross Ref #	
Project #	
Bid #	RFP 3650-09
Requisition #	CR13216000

Submitting Dept	MANAGEMENT INFORMATION SERVICES
Contact Name/Phone	MICHAEL 625-6468 SLOON
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 ORACLE AGENDA (2013)

Agenda Wording

Contract with Oracle America, Inc.(Redwood Shores, CA)for Enterprise Ed Database Proc Spprt, Named User Perpetual Licenses Spprt with Update Sub Svc and Right to Use Oracle Licenses for the HRMS from Apr 21, 2013 thru Apr 20, 2014-\$272,128.07(inc tx)

Summary (Background)

Oracle is the database structure used by the new Human Resources Management System (HRMS) and the current Utility Billing System (Customer Star II Production and Test Machines), Fleet Focus M-5 System, and Wastewater Management Department. It is imperative to the City that the functionality of the database structure and the software is stable and consistent. Remit address: Oracle America, Inc., P.O. Box 44471, San Francisco, CA 94144-4471

Fiscal Impact

Expense	\$ 92,887.81 including tax
Expense	\$ 179,240.26 including tax
Select	\$
Select	\$

Budget Account

#	5300-73500-18850-54820
#	5300-73300-18850-54820
#	
#	

Approvals

Dept Head	SLOON, MICHAEL
Division Director	COOLEY, GAVIN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	

Additional Approvals

Purchasing	WAHL, CONNIE

Distribution List

Accounting - pdolan@spokanecity.org
Contract Accounting - mlesense@spokanecity.org
Legal - bburns@spokanecity.org
Taxes & Licenses
Purchasing - cwahl@spokanecity.org
MIS - jhamilton@spokanecity.org
Oracle - eliot.despins@oracle.com

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and ORACLE, INC., whose address is P.O. Box 44471, San Francisco, California 94144-4471, as "Consultant."

1. PERFORMANCE. The Consultant shall provide DATABASE SUPPORT, NAMED USER PERPETUAL LICENSES AND RIGHT TO USE ORACLE LICENSES FOR THE HRMS SYSTEM, in accordance with the attached Consultant's proposal dated November 29, 2012 .
2. CONTRACT TERM. The contract shall begin April 21, 2013 and run through April 20, 2014, unless terminated earlier.
3. COMPENSATION. The City shall pay the Consultant a maximum of TWO HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED TWENTY EIGHT AND 7/100 DOLLARS (\$272,128.07), including applicable tax, as full compensation for everything furnished and done under this contract.
4. PAYMENT. The Consultant shall send its applications for payment quarterly in arrears to the Management Information Services Department, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Consultant's application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
8. TERMINATION. Either party may terminate this contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

9. INDEMNIFICATION. The Consultant shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Consultant, its officers, employees and subcontractors in connection with the performance of the contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

10. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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.

11. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest: _____
City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

ORACLE AMERICA, INC.

E-mail address if available: _____

By: _____
Title: _____



29-Nov-12

Tom Tate
CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane
WA 99201
United States

Dear Tom Tate,

The technical support services and benefits provided under service contract number 4656540 will expire, or have expired, on 20-Apr-13. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 4656540, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 22-Mar-13.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Eliot Despins
Oracle Support Services
E-mail: eliot.despins@oracle.com
Tel.: +19256945927
Fax: +17197574311



Ordering Document

Service Contract #: 4656540 Offer Expires: 20-Apr-13 Payment Terms: 30 NET from date of Invoice Billing Terms: Quarterly in Arrears	Renewal Contact: Eliot Despins Telephone: +19256945927 Fax: +17197574311 E-mail: eliot.despins@oracle.com
CUSTOMER: CITY OF SPOKANE	
QUOTE TO Account Contact: Tom Tate Account Name: CITY OF SPOKANE Address: 808 W Spokane Falls Blvd Spokane WA 99201 United States Telephone: 509 625-6478 Fax: E-mail: ttate@spokanecity.org	BILL TO Account Contact: Joan Hamilton Account Name: CITY OF SPOKANE Address: 808 W. Spokane Falls Blvd SPOKANE WA 99201 United States Telephone: 509-625-6487 Fax: 509-625-6550 E-mail: jhamilton@spokanecity.org

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Eliot Despins at eliot.despins@oracle.com or +17197574311. Please also include service contract number 4656540 on such reply.

Service Details

Service Level: Software Update License & Support		End Date: 20-Apr-14				
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Change Management Pack - Named User Plus Perpetual	15615033	45		FULL USE	21-Apr-13	491.41
Micro Focus International Ltd. Net Express COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program)	17660375	1		FULL USE	21-Apr-13	672.81
ORACLE SERVER V7 7.3.4	2715708	11	CONCURRENT DEVICE	FULL USE	21-Apr-13	1,269.44
Configuration Management Pack - Named User Plus Perpetual	15615033	45		FULL USE	21-Apr-13	491.51
Oracle Database Enterprise Edition - Named User Plus Perpetual	15615033	45		FULL USE	21-Apr-13	6,552.20
Diagnostics Pack - Named User Plus Perpetual	15615033	45		FULL USE	21-Apr-13	491.41
Tuning Pack - Named User Plus Perpetual	15615033	45		FULL USE	21-Apr-13	491.41
Oracle Database Enterprise Edition - Processor Perpetual	3863575	4		FULL USE	21-Apr-13	33,777.18
Oracle Database Enterprise Edition - Named User Perpetual	3374920	65		FULL USE	21-Apr-13	13,078.40
Oracle Database Enterprise Edition - Named User Perpetual	3366693	12		FULL USE	21-Apr-13	2,515.11
Oracle Database Enterprise Edition - Named User Perpetual	3366693	44		FULL USE	21-Apr-13	8,410.42
Oracle Database Enterprise Edition - Named User Perpetual	3366693	80		FULL USE	21-Apr-13	17,884.88
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	23,909.12
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	29,078.65
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	14,216.26
PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	10,985.26
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	13,570.06
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	1,550.87
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee	17569302	3000		FULL USE	21-Apr-13	9,692.86

Service Level:	Software Update License & Support	End Date: 20-Apr-14
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Perpetual						
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	10,985.26
PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	13,570.06
PeopleSoft Enterprise HelpDesk for Human Resources - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	15,508.59
PeopleSoft Enterprise Community Portal - Enterprise \$M in Operating Budget Perpetual	17569302	438		FULL USE	21-Apr-13	4,947.29
User Productivity Kit Standard - UPK Developer Perpetual	17569302	3		FULL USE	21-Apr-13	5,970.01
User Productivity Kit - UPK Employee Perpetual	17569302	3000		FULL USE	21-Apr-13	10,237.34

Subtotal: USD 250,347.81

Total Amount: USD 250,347.81

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Eliot Despins at +19256945927 or at eliot.despins@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, CITY OF SPOKANE acknowledges that Customer has authorized CITY OF SPOKANE to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY OF SPOKANE agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to CITY OF SPOKANE during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-TERM-OLSA-212789-31-AUG-2010. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the US-TERM-OLSA-212789-31-AUG-2010, and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF SPOKANE is a tax exempt organization, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 4656540
- Term of Service: 21-Apr-13 to 20-Apr-14
- Final Total: USD 250,347.81 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: US-TERM-OLSA-212789-31-AUG-2010

In issuing a purchase order, CITY OF SPOKANE agrees that the terms of this ordering document and the terms of US-TERM-OLSA-212789-31-AUG-2010 supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 4656540
- Term of Service: 21-Apr-13 to 20-Apr-14
- Final Total: USD 250,347.81 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: US-TERM-OLSA-212789-31-AUG-2010

In issuing a check, CITY OF SPOKANE agrees that only the terms of this ordering document and the terms of US-TERM-OLSA-212789-31-AUG-2010 shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: 4656540
Term of Service: 21-Apr-13 to 20-Apr-14
Final Total: USD 250,347.81 (excluding applicable tax)
Agreement: US-TERM-OLSA-212789-31-AUG-2010

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, CITY OF SPOKANE agrees that only the terms of this ordering document and the terms of US-TERM-OLSA-212789-31-AUG-2010 shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Eliot Despins
Oracle Support Services
Fax: +17197574311
E-mail: eliot.despins@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle America, Inc.
PO Box 203448
Dallas, TX 75320-3448

2012 Rates 2013 Rates

Contract #	Start Date	End Date	Product Name	CSI #	Qty	Lic Type	System	12 Months	12 Months
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3366693	44	Full Use	CSStar Dev	8,165.46	8,410.42
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3366693	12	Full Use	M5 Fleet Svc Prod	2,441.85	2515.11
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3366693	80	Full Use	CSStar Prod	17,363.96	17,884.88
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	3374920	65	Full Use	M5 Fleet Svc Prod	12,697.48	13,078.40
4656540	21-Apr-13	20-Apr-14	Oracle Server V7 7.3.4	2715708	11	Concurrent Device	GIS-Hansen Dev	1,232.47	1269.44
4656540	21-Apr-13	20-Apr-14	GIS Oracle DB Enter Ed - Processor Perpetual	3863575	4	Processor License	GIS-Hansen Prod	32,793.38	33,777.18
4656540	21-Apr-13	20-Apr-14	Oracle DB Enter Ed - Named User Perpetual	15615033	45	Full Use	M5 Fleet Svc Dev	8,269.85	8,517.94
4656540	21-Apr-13	20-Apr-14	Peoplesoft Enterprise Employee Perpetual	17569302	3000	Full Use	HRMS	148,839.15	153,304.33
4656540	21-Apr-13	20-Apr-14	Peoplesoft Enterprise \$M Op Budget Perpetual	17539302	438	Full Use	HRMS	4,803.19	4,947.29
4656540	21-Apr-13	20-Apr-14	UPK Developer Perpetual - 1 User	17539302	3	Full Use	HRMS	5,796.13	5,970.01
4656540	21-Apr-13	20-Apr-14	Net Express Cobol for Windows - 2 Named Users	17660375	1	Full Use	HRMS	653.21	672.81

RATE TOTAL	243,056.13	250,347.81
TAX	21,145.88	21,780.26
TOTAL + TAX	264,202.01	272,128.07



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	OPR 2013-0172
Renews #	

Submitting Dept	MANAGEMENT INFORMATION	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR13227000
Agenda Item Name	5300 AZTECA SYSTEMS CITYWORKS WASTEWATER (2013)		

Agenda Wording

Contract with Azteca Systems, Inc. (Sandy, UT) for Software and Services to implement Cityworks Server AMS for the City of Spokane from March 1, 2013 through March 31, 2014—estimated \$49,870.00 (plus tax).

Summary (Background)

Cityworks is a powerful, flexible and affordable GIS-based Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software it enables Public Works and Utilities clients to inventory assets, issue and track service requests and work orders and manage overall customer needs. See attached for additional background.

Fiscal Impact	Budget Account
Expense \$ 49,870.00 plus tax	# 4370-43323-94000-56521
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	
Division Director	COOLEY, GAVIN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Accounting - pdolan@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
Additional Approvals		Legal - bburns@spokanecity.org	
Purchasing		Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		MIS – jhamilton@spokancity.org	
		georgem@cityworks.com, mharman@cityworks.com	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and AZTECA SYSTEMS, INC., whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070 as "Azteca."

The parties agree as follows:

1. PERFORMANCE. Azteca shall provide SOFTWARE AND SERVICES TO IMPLEMENT CITYWORKS SERVER AMS, in accordance with Azteca's proposal dated January 25, 2013.
2. CONTRACT TERM. The contract shall begin March 1, 2013 and shall run through March 31, 2014, unless terminated sooner.
3. COMPENSATION. The City shall pay Azteca a maximum of FORTY NINE THOUSAND EIGHT HUNDRED SEVENTY AND NO/100 DOLLARS (\$49,870.00), plus applicable tax, as full compensation for everything furnished and done under this contract.
4. PAYMENT. Azteca shall send its application for payment to Management Information Services, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of Azteca's application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
9. TERMINATION. Either party may terminate this contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay Azteca for all work previously authorized and performed prior to the termination date.

10. INDEMNIFICATION. Azteca shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of Azteca, its officers, employees and subcontractors in connection with the performance of the contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

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

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

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

14. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. Azteca shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If Azteca does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____

City Clerk

Dated: _____

AZTECA SYSTEMS, INC.

E-Mail address, if applicable: _____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

CITYWORKS®
SOFTWARE LICENSE AGREEMENT
Contract No. **C153713**

This is a license agreement and not an agreement for sale. This license agreement (Agreement) is between **Spokane Wastewater Management, WA** (Licensee) and **Azteca Systems, Inc.** (Azteca Systems™), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070, and gives Licensee certain limited rights to use the proprietary software The Software Cityworks and Related Materials. All rights not specifically granted in this Agreement are reserved to Azteca Systems.

1. Definitions: As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

1.1 "The Software Cityworks" means the actual copy of all or any portion of the computer programs delivered as listed in paragraph 5.1 Licensed Software, inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by Azteca Systems.

1.2 "Related Materials" means all of the printed materials, user documentation, training documentation, and confidential activation code for The Software Cityworks supplied by Azteca Systems under this Agreement.

1.3 "Effective Date" shall mean the date on which Licensee receives the Software Cityworks and Related Material from Azteca Systems.

2. Term: This Agreement shall become effective on the Effective Date and shall be valid for as long as Licensee complies with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Azteca Systems may terminate this Agreement by 30 calendar days' prior written notice to Licensee if Licensee fails to comply with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Unless otherwise agreed in writing, Licensee shall have 60 days after receiving notice of such failed compliance from Azteca Systems to cure the default. If this Agreement is terminated either under Section 7 or Section 16 below, Licensee shall then return to Azteca Systems all of The Software Cityworks, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will for no additional charge to Licensee and at Licensee's option either grant a perpetual license to the Licensee which will allow Licensee to retain the ability to access records and data contained in The Cityworks Software or will provide hard copies of all files needed by the

Licensee. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach occur.

3. Reservation of Ownership and Grant of License: Azteca Systems retains exclusive title and ownership of any copy of The Software Cityworks and Related Material licensed under this Agreement and grants to Licensee a personal, nonexclusive, nontransferable license to use The Software Cityworks and Related Materials pursuant to the terms and conditions of this Agreement. From the Effective Date, Licensee agrees to use reasonable effort to protect The Software Cityworks and Related Materials from unauthorized use, reproduction, distribution, or publication.

4. Copyright: The Software Cityworks and Related Material are owned by Azteca Systems and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee agrees not to export The Software Cityworks into a country which does not have copyright laws that will protect Azteca System’s proprietary rights.

5. Licensing: Azteca Systems grants to Licensee a nonexclusive, nontransferable license to use the Licenses obtained under this Agreement as follows:

5.1 Licensed Software

Cityworks Enterprise License

An Enterprise-wide (ELA) including: **Server AMS, Desktop, Anywhere, Storeroom, Equipment Manager, Micropaver Interface, CTV Interface, Contracts, Cityworks Analytics** Included applications can be installed on any number of computers throughout the Enterprise or Department, and have unlimited simultaneous use.

Initial _____

5.2 Permitted Uses:

- Licensee may use the number of copies of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid on the computer systems(s) and/or specific computer networks(s) for Licensee’s own internal use.
- Licensee may install the number of copies and modules of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid onto the permanent storage device(s) on the computer system(s) and/or specific computer network(s).
- Licensee may maintain one (1) copy of The Software Cityworks to a CD or DVD type medium for archival purposes during the term of this Agreement unless the right to make additional copies is granted to Licensee in writing by Azteca Systems. Regularly scheduled full system and partial system archival backups are allowable and specifically exempted from this provision.
- Licensee may use, copy, alter, modify, merge, reproduce, and create derivative works of the on-line documentation accessible on MyCityworks.com for Licensee’s own

internal use. The portions of the on-line documentation merged with other software, hard copy, and digital materials shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging Azteca Systems proprietary rights in the on-line documentation: "Portions of this document include intellectual property of Azteca Systems and are used herein by permission. Copyright © 2011 Azteca Systems, Inc. All Rights Reserved."

5.3 Uses Not Permitted:

- Licensee shall not sell, rent, lease, sub-license, lend, assign, time-share, transfer or export, in whole or in part to unlicensed third parties, or provide access to prior or present versions of The Software Cityworks, any updates, or Licensee's rights under this Agreement. Nothing in this Section shall prevent use of and access to The Software Cityworks by Licensee's employees, agents or others performing work for or on behalf of the Licensee.
- Licensee shall not reverse engineer, decompile, or disassemble The Software Cityworks, or make any attempt to unlock or bypass The Software Cityworks keycode, as applicable, subject to local law.
- Licensee shall not make additional copies of The Software Cityworks and Related Materials beyond that described in the Permitted Uses section above.
- Licensee shall not remove or obscure any Azteca Systems copyright or trademark notices.

6. Limited Warranty: Limited Warranty: Azteca Systems warrants that it owns or has the full right and authority and all associated intellectual property rights necessary to grant Licensee rights and licenses set forth in this Agreement to The Software Cityworks and Related Materials. Azteca Systems warrants that The Software Cityworks, unaltered, will substantially conform to the Related Materials for a period of one (1) year from the Effective Date ("Warranty Period"). Azteca Systems warrants that the media upon which The Software Cityworks is provided will be free from defects in materials and workmanship under normal use and service during the Warranty Period.

AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE CITYWORKS. AZTECA SYSTEMS DOES NOT WARRANT THAT THE OPERATIONS OF ITS RESPECTIVE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED AND/OR ERROR FREE.

7. Exclusive Remedy and Limitation of Liability: Exclusive Remedy and Limitation of Liability: One (1) year from the Effective Date and during the Warranty Period, Azteca System's entire liability and Licensee's exclusive remedy for breach of the warranties against defect(s) in materials and workmanship shall be to request Azteca Systems correct the defect(s) by whatever means reasonably available to Azteca Systems such as remedy the defect(s), or provide a

suitable work around, or replace The Software Cityworks in accordance with the Cityworks Update and Support Agreement (if then in effect with Licensee). If Azteca Systems exhausts available remedies and is unable to remedy the defect(s) Licensee may by written notice of its election to Azteca Systems, terminate this Agreement for its convenience and have Azteca Systems return 100% of the License Fees paid upon the Licensee's return of The Software Cityworks to Azteca Systems. Azteca Systems shall not be liable for indirect, special, incidental, or consequential damages related to Licensee's use of The Software Cityworks, unless such damage is caused by Azteca System's actual negligence.

IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE TO THE LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE AND RELATED MATERIALS, UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY AZTECA SYSTEM'S ACTUAL NEGLIGENCE.

8. Indemnity: Indemnity: Azteca Systems, at its own expense, will hold harmless, defend and indemnify Licensee from all claims that The Software Cityworks or Related Materials furnished under this Agreement infringes a U.S. Copyright or other intellectual property rights of a third party, provided that Licensee gives Azteca Systems prompt written notice of such claims and permits Azteca Systems the sole right to control the defense of such claims and provides Azteca Systems all reasonable cooperation.

As to The Software Cityworks which are or in the opinion of Azteca Systems may become subject to a claim of infringement, Azteca Systems, at its option, will obtain the right for Licensee to continue using The Software Cityworks or replace or modify The Software Cityworks so as to make them non-infringing. If none of the alternatives is available on commercially reasonable terms, then Licensee agrees to, upon Azteca Systems' written request, terminate for convenience the Agreement upon the Licensee returning The Software Cityworks to Azteca Systems and Azteca Systems will refund to the Licensee 100% of the License Fees paid.

Azteca Systems will not indemnify or defend Licensee from any infringement claim resulting from Licensee's unauthorized modification or alteration of The Software Cityworks or Related Materials.

This section states Azteca System's entire obligation to Licensee and Licensee's sole and exclusive remedy for infringement.

9. Additional Software Licenses: Additional copies and modules of The Software Cityworks licenses may be ordered without signed amendments provided the following language is incorporated in the signed Purchase Order: *"By accepting this order, both parties agree to amend the Master Software License Agreement Contract No. **C153713** between **Spokane Wastewater Management, WA** and Azteca Systems, Inc., dated _____, which is*

incorporated herein by reference, to include the above software licenses, which are hereby licensed under the same terms and conditions.”

10. Export Regulations: Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. The Software Cityworks are determined to be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from Azteca Systems and the U.S. Office of Export Control.

11. Force Majeure:

Neither party shall be liable to the other for failure or delay in the performance of a required obligation during any period where such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

12. Severability: If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of Washington.

13. No Implied Waivers: No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

14. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

15. Governing Law: This Agreement, entered into in the County of **Spokane** shall be construed and enforced in accordance with, and be governed by, the laws of the State of **Washington** without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

16. Termination for Convenience: In the event that either funding from the Licensee or other sources is withdrawn, reduced, or limited, or the authority of the Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement, in whole or in part. If a

party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days written notice to the other party.

If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for services rendered or software received and accepted prior to the Effective Date of termination.

Also, set forth elsewhere in this Agreement are specific provisions which allow the parties to terminate this Agreement for convenience (see Exclusive Remedy and Limitation of Liability provision).

17. Mediation Clause: Azteca Systems and Licensee will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail then the dispute will be mediated by a mutually acceptable mediator to be chosen by Azteca Systems and the Licensee within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Azteca Systems and the Licensee will share the cost of the mediation equally. By mutual agreement, however, Azteca Systems and Licensee may postpone mediation until both parties have completed some specified limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in the County of **Spokane, Washington**. Both Azteca Systems and Licensee consent to jurisdiction by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

18. Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

19. Data Confidentiality Statement: For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related ESRI software to resolve database or software performance issues, software enhancements and software defects (“bugs”). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

N WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

(Licensee)

Azteca Systems, Inc.
(Azteca)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: Brian L. Haslam

Title: _____

Title: President

Date: _____

Date: _____

Witness

Witness

By: _____

By: _____

Attachment A – Purchase Order

CITYWORKS[®]
Update & Support Agreement
Contract No. C153713

This agreement (Agreement) is between **Spokane Wastewater Management, WA** (hereafter the User), as specified in paragraph 9.1, and **Azteca Systems, Inc.** (hereafter Azteca Systems[™]), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070. Azteca Systems and the User have entered into a license agreement with respect to use of The Cityworks Software (the "Cityworks Software License Agreement"); and User also desires to secure software Cityworks update and support services from Azteca Systems with respect to such Software as more specifically enumerated in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 "Covered Software" shall mean the particular Software, scripts, interfaces and custom code identified in paragraph 9.3.

1.2 "Custom Applications" shall mean any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Cityworks applications that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in section 9.3. The Custom Applications scripts, interfaces, reports and program code shall be provided to the client as a deliverable and client shall have full ownership rights for the Custom Applications. However, Azteca Systems shall retain the right to utilize, modify and enhance the scripts, interfaces, reports or program code of the Custom Applications as Azteca Systems deems appropriate.

1.3 "Effective Date" shall mean the date on which User receives the Software Cityworks software from Azteca Systems in accordance with the Cityworks Software License Agreement, Contract No. **C153713** _____ between User and Azteca Systems dated _____.

1.4 "Licensed Software" shall mean the particular Software identified in the Cityworks Software License Agreement.

1.5 "Program Fixes" shall mean minor corrections to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.6 "Program Modifications" shall mean new versions of or additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software and new modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software, requested by the User. Any Program Modifications delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.7 "Product Updates" are Program Fixes, Program Upgrades and Program Modifications.

1.8 "Program Upgrades" shall mean new versions of, or additions to, the Licensed Software prepared by Azteca Systems that improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to User shall become part of the Licensed Software.

1.9 "Software" shall mean Cityworks source code, machine-readable code, and related documentation.

1.10 "Update & Support Period" shall mean the initial Update and Support period commencing upon the Effective Date of this Agreement, as set forth in section 9.2, and any subsequent twelve-month period.

1.11 "Update & Support Agreement" or "Agreement" shall mean this Update & Support Agreement between Azteca Systems and User identified in paragraph 9.1, the terms and conditions of which are hereby incorporated by reference.

2. SUPPORT

2.1 The services to be provided during the Update & Support Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will ensure upward compatibility for The Cityworks Software applications within a reasonable timeframe for minor and major ESRI® ArcGIS and Cityworks supported databases revisions. If identified as "Covered Software", Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks

supported databases revisions (for example, from rev 9.1 to rev 9.2). Azteca Systems will not ensure upward compatibility for Custom Applications when there are major ESRI ArcGIS and Cityworks supported databases revisions (for example, from rev 9.x to rev 10.x), Azteca Systems will make all reasonable efforts to provide upward compatibility.

2.2 Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4 and 7.3), during the term of this Agreement:

- (a) Make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Covered Software is functioning properly; provided User provides Azteca Systems with written notice specifying particularity in narrative, non-technical terms to the best of User staff's ability the apparent error in the system and the manner in which the Covered Software is not functioning properly (as provided in Section 8); and
- (b) Deliver to User any Program Upgrades relating to the Covered Software made available to others.
- (c) Provide Telephone User Support, Email Support, Web Support, during normal business hours Monday through Friday (excepting Holidays) and after hour emergency support through messaging service, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 7).
- (d) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, dial-up, etc) to the User's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

2.3 The following items, among others, however, are specifically excluded as support services under this section of this Agreement:

- (a) interpretation of program results;
- (b) assistance with questions related to computer hardware and peripherals that are not related to the use of the Covered Software;
- (c) assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) data debugging and/or correcting;

- (e) services necessitated as a result of any cause other than authorized ordinary and proper use by the User of the Covered Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and
- (f) consulting regarding Custom Applications created to function with the Covered Software unless the Custom Application is identified as Covered Software in paragraph 9.3.

3. CHARGES

3.1 For services hereunder, User shall pay Azteca Systems an annual fee. The annual fee for the initial Update & Support Period is set forth in paragraph 9.2, and shall be paid prior to the start of the initial Update & Support Period. The annual fee for successive Update & Support Periods (twelve-month periods commencing upon the anniversary of the initial Update & Support Period) shall become due prior to the end of the preceding paid-up Update & Support Period.

3.2 Upon 90 days written notice, the fee for Update and Support Periods listed in paragraph 9.2 subsequent to the third Update and Support Period may be adjusted by Azteca to reflect increases in costs of providing the services described herein and/or to reflect increases in the population, users, size, usage, and other factors of User; provided, however, that (a) if the above factors remain constant the increase in the pricing shall not exceed the Consumer Price Index and (b) if any such proposed cost increase is in User's opinion excessive, User shall be entitled to terminate this Agreement prior to the start of the applicable Update & Support Period and shall not be liable for any further payment under this Agreement. Azteca will notify User of the new pricing no later than 90 days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3 In addition to charges due under this Agreement, User shall pay amounts equal to any sales tax, duties, or other consumption taxes, however designated, which are levied or based upon such charges, or upon this Update & Support Agreement.

3.4 In the event User and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the User will reimburse Azteca Systems for reasonable and customary travel expenses directly related to the on-site work. Azteca Systems shall provide an estimate and get the prior approval of User before incurring any costs for which it shall seek reimbursement from User under this Section. Any reimbursement shall be subject to Azteca providing verifiable documentation of such expenses to User. User reserves the right to require an audit of any such cost related records of Azteca to the extent reimbursement has been made by User under the terms of this Section.

4. LIMITED WARRANTY

4.1 Azteca Systems will provide support services for the Cityworks Software, Enhancements to Cityworks Software and Custom Applications created by Azteca Systems identified as Covered Software in paragraph 9.3. The support services are provided as part of the Azteca Systems Update and Support services and will be in force for the duration of this Agreement. Update & Support Periods beyond the initial Update & Support Period are renewable unless terminated as provided in Section 6 below. The Update and Support Services consists of software and documentation updates and access to technical support via telephone, email, web-based (MyCityworks.com) and after hours support via pager as set forth in Section 2 above. The User will provide Azteca Systems in writing the names of the User individuals who are authorized to contact Azteca Systems and request support services.

4.2 Azteca Systems warrants that trained personnel employed or contracted by Azteca Systems will perform the services performed hereunder in conformance with best industry standards.

4.3 With respect to the services provided hereunder and to the extent permitted by applicable law, this warranty is in lieu of all other warranties, whether written or oral, express or implied, including without limiting the generality of the foregoing, any warranty of non-infringement, merchantability or fitness for a particular purpose.

5. LIMITATION OF LIABILITY

5.1 The liability for Azteca Systems for damages arising under this Agreement shall be limited to the fees actually paid by User to Azteca Systems for the current Update and Support Period pursuant to Section 3 hereof. In no event shall Azteca Systems be liable for any incidental, indirect, special, or consequential damages whatsoever (including but not limited to lost profits) arising out of or related to the support and services provided hereunder by Azteca Systems, even though Azteca Systems may have been advised, know or should have known of the possibility of such damages, unless such damage is caused directly by Azteca System's actual negligence.

6. TERM AND TERMINATION

6.1 The effective date of this Agreement, as set forth in section 9.2, shall continue until terminated.

6.2 This Agreement shall be terminated upon termination of the Cityworks Software License Agreement and, after the initial Update & Support Period, may be terminated by either party upon 30 days' written notice prior to the end of the then current Update & Support Period. If termination occurs during a successive Update &

Support Period for which the User has paid the renewal fee in full, Azteca Systems shall return a prorated portion of the renewal fee for that period to the User.

7. PROCEDURES FOR ACCESSING SUPPORT

7.1 All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) User's system administration staff as first line of support, 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

7.2 Prior to calling Azteca Systems for support services, the User will first attempt to isolate any problems that occur with the System. The User will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component the User will first try and resolve the problem without Azteca Systems' involvement. If the User cannot resolve the problem or isolate the problem, the User will call Azteca Systems directly.

7.3 For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the User, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized User representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the User location. Azteca Systems project management will confer with the User's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The User will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem (pursuant to the provisions of paragraph 3.4). For routine and non-critical problems the User will submit support requests during normal business hours.

7.4 For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the User will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded.

8. MISCELLANEOUS

8.1 Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Agreement (other than the reimbursement of fees as set forth in paragraph 5.1) during any period of time during which such delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of Azteca Systems or any of its contractors preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca Systems shall be a related delay in payment by the User pursuant to the relevant schedule.

8.2 The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of **Washington**.

8.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior statements, negotiations, and undertakings are superseded hereby, and may not be amended, modified or supplemented except in a writing executed by both parties, expressly purporting to amend this Agreement.

8.4 This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. User may not sublicense or encumber the Licensed Software without prior written consent of Azteca Systems.

8.5 Section headings herein are for the sake of convenience only and are not intended to affect in any way the meaning of this Agreement or the related paragraphs.

8.6 This Agreement becomes effective only upon execution by both parties. One fully executed copy of this Agreement shall be delivered by User to Azteca Systems at its office in Sandy, Utah 84070.

8.7 Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

Azteca Systems: Azteca Systems, Inc.
11075 South State St.

Suite 24
Sandy, UT 84070

User: The address set forth in paragraph 9.1.

9. IDENTIFICATION AND AMOUNTS

9.1 (a) User Name: **Spokane Wastewater Management**

(b) User Contact: **Bill Meyers**

Number and Street: **808 W Spokane Falls Blvd**

City/Province/Zip/Country: **Spokane, WA 95201**

Phone: **(509) 625-6418** Email: **bmyers@spokanecity.org**

9.2 User Agreement: Between Azteca Systems and the User dated:

(a) Effective Date _____ Initial _____
(Software Delivery Date)

(b) Enterprise License annual fee (U&S included): Initial _____

_____ (year 1)	<u>\$25,000.00</u>
_____ (year 2)	<u>\$25,000.00</u>
_____ (year 3)	<u>\$25,000.00</u>

Pricing: Guaranteed for three years, after which time pricing may be adjusted according to Licensee's population growth and Consumer Price Index (CPI).

9.3 (a) Description of Covered Software:

Cityworks Enterprise License

An Enterprise-wide (ELA), **Cityworks Enterprise License** including: **Server AMS, Desktop, Anywhere, Storeroom, Equipment Manager, Micropaver Interface, CTV Interface, Contracts, Cityworks Analytics** Included applications can be installed on any number of computers throughout the Enterprise or Department, and have unlimited simultaneous use.

Included applications can be installed on any number of computers throughout the Enterprise or Department, and have unlimited simultaneous use.

10. DATA CONFIDENTIALITY STATEMENT:

For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related ESRI software to resolve database or software performance issues, software enhancements and software defects (“bugs”). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

Spokane Wastewater Management, WA
(User)

Azteca Systems, Inc.
(Azteca Systems)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: Brian L. Haslam

Title: _____

Title: President

Date: _____

Date: _____

Witness

Witness

By: _____

By: _____



Azteca Systems, Inc.
 11075 South State Street, Suite 24
 Sandy, UT 84070
 Corporate Main 801-523-2751
 Corporate Fax 801-523-3734

Pricing Quotation

Quote Number 00000418 Created Date 2/14/2013
 Expiration Date 3/31/2013

Contact Info

Contact Name Bill Myers Prepared By Matt Harman
 Company Name Spokane Wastewater Management Phone (801) 300-0693
 Phone (509) 625-6418 E-mail mharman@cityworks.com
 Email bmyers@spokanecity.org

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
CW.ELAAMSSTA.CustomA	ELA - AMS STANDARD CUSTOM	Renewal amount for period 4/1/2013 - 3/31/2014	1.00	\$25,000.00	\$25,000.00
			Total Price	\$25,000.00	
			Grand Total	\$25,000.00	

Support Period Notes and Amounts

Support Notes #1 Year (2) 2014-2015 Maintenance Support Amount \$25,000
 Support Notes #2 Year (3) 2015-2016 Maintenance Support Amount \$25,000

Notes

Quote Notes 1. Quote is for a departmental ELA for Server AMS for Spokane Wastewater Management.
 2. Server AMS Standard ELA includes: Unlimited use of Server AMS, Desktop, Anywhere, Storeroom, Equipment Manager, Micropaver Interface, CCTV Interface, Contracts, Cityworks Analytics. Use of the API's for 3rd party Cityworks-centric applications and the Citizen Engagement Web App.

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2012

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

All pricing for services are a firm fixed price and include travel costs. Tasks invoiced upon completion.

Cityworks is commercial-off-the-shelf software that can be tailored to the workflow of an organization.

Cityworks Desktop, Cityworks Anywhere and Cityworks Server are designed as an "extension" to various ESRI GIS software and are available in "Standalone" configuration. Cityworks does not include ArcGIS, ArcMap, ArcView, ArcEditor, ArcInfo, ArcIMS, ArcGIS Engine, ArcGIS Server, ArcSDE or other ESRI products. ESRI licenses will be from the customer's existing stock. If additional licenses are required, the customer will purchase these directly from ESRI.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

Specific requirements for on-site Cityworks training are the responsibility of the Customer.

All hardware, software, and networking equipment used in conjunction with Cityworks are the responsibility of the Customer to purchase and maintain.

The networking of client machines to the Cityworks database and GIS file servers are the responsibility of the Customer.



Azteca Systems, Inc.
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

This quotation information is proprietary and may not be copied or release other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, Inc.

To expedite your order, please reference the quotation number on your purchase order.

Order Process

The order process is initiated when Azteca Systems receives an original Purchase Order or some form of advance payment. Several additional documents will be required including, Software License Agreement, Tax Exemption Certification and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

IMPORTANT! Collectively, these documents contain the authorization and information necessary to ship the proper version of the software and on the correct media. Please return them promptly to avoid unnecessary delays in shipping and incompatible media. Please return all documents by mail or express delivery, or as otherwise directed.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense and subject to Azteca Systems commercial license terms and conditions. Azteca Systems software is subject to Azteca Systems Software License Agreement. A fully executed copy of the Software License Agreement is required before delivery and installation.

Delivery

FOB Sandy, UT 84070, USA.

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement and other documents, as required.

Standard delivery method is through Azteca's customer support web portal. Other delivery service is available for an additional fee (e.g., overnight delivery).

Payment Terms

Net thirty (30) -days.

Taxes

Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for applicable sales and use taxes, as necessary. Azteca Systems reserves the right to collect sales and use tax assessed by states as required by law. Azteca Systems will add applicable state sales tax to the invoice unless proof with the order is shown that your organization is tax exempt or pays state tax directly.



For: Chuck Meyers	Quote#: Q8418
Organization: City of Spokane Wasterwater Department	By: Mastakas
Purpose: Implementation of Azteca's Cityworks Server AMS (Jumpstart)	Date: 1/25/2013

Item	Description	Qty	Unit Price	Cost
	Azteca Systems Inc will provide the services for a jumpstart implementation of Cityworks Server AMS for the Spokane Wasterwater Department to create and manage service requests and work orders. This effort will be comprised of the following:			
1	On-site installation of Cityworks Desktop and Server AMS Software and Database (1 day): <i>An on-site meeting will be held to install the Cityworks Desktop and Server software and database in the organization's environment. In advance of this meeting, the organization will have prepared the hardware with the requisite 3rd party software as described on the hardware specifications page on mycityworks.com. The plan for formatting and processing the GIS layers for use in Cityworks will be reviewed, and a configuration guide that outlines the workflow data needed to configure Cityworks will be provided. [NOTE: This task to be combined with Task 2.]</i>	1.00	1,875.00	1,875.00
2	On-Site LGT Workflow Review Meeting (2 days): <i>The implementation of Cityworks AMS will include the Cityworks' Local Government Templates (LGT), which consist of over 700 industry standard service request, work order and inspection types. Configuration to include: up to 30 work order, 30 service request, and 5 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the MXD map document that will be used in conjunction with Cityworks.</i>	2.00	1,875.00	3,750.00
3	Initial Cityworks Database Configuration (6 days at Azteca's offices): <i>Azteca will configure the Cityworks database with the LGT workflows, employee, material, equipment lists and basic print templates. This task will take place at Azteca's offices.</i>	6.00	1,275.00	7,650.00
4	On-site Installation and Review of Configured Database: <i>Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from task 7 will be used. [NOTE: This task to be combined with Task 5.]</i>	1.00	1,875.00	1,875.00
5	On-site Admin User Training (2 days): <i>Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u></i>	2.00	1,875.00	3,750.00
6	On-site "train-the-trainer" Training (2 days): <i>Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to poses basic functional knowledge of Personal Computers. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u></i>	2.00	1,875.00	3,750.00
7	Up to 12 ad-hoc remote hours: <i>Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.</i>	12.00	185.00	2,220.00
TOTAL:		n/a	n/a	24,870.00

- Notes:
1. This firm-fixed price-quote is valid for 60 days.
 2. Price-quote includes travel expenses where applicable.
 3. The Client shall provide all 3rd party software required for this implementation.
 4. The Client shall provide all hardware needed to support this implementation.
 5. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the Client.
 6. Tasks are invoiced upon completion. Payment of invoices is expected in full no later than 30 days past the date of the invoice.



Agenda Sheet for City Council Meeting of:

03/11/2013

Date Rec'd	2/28/2013
Clerk's File #	OPR 2010-0670
Renews #	

Submitting Dept	COMMUNITY DEVELOPMENT	Cross Ref #	OPR 2011-0426
Contact Name/Phone	PAUL TRAUTMAN 625-6325	Project #	
Contact E-Mail	PTRAUTMAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1680 AUTHORIZE MODIFICATIONS TO FUNDING AGREEMENTS		

Agenda Wording

Authorize Mayor to modify agreements with the State of Washington and Inland Empire Residential Resources to increase federal Neighborhood Stabilization (NSP) funds loaned to the Sprague Union Terrace affordable rental housing project by \$195,519.00

Summary (Background)

The State of Washington granted federal NSP funds to the City. The City loaned these funds to nonprofit IERR to construct the Sprague Union Terrace project at 1420 E Sprague. This project needs additional funds to pay commercial prevailing wages imposed by Labor and Industries. The State Dept of Commerce will provide \$195,519 of new NSP funds for this purpose by modifying State grant, City HOME, and City NSP agreements. Also see the 1/28/2013 PCED briefing paper. Draft agreements are attached.

Fiscal Impact

Revenue	\$ 195,519.00
Expense	\$ 195,519.00
Select	\$
Select	\$

Budget Account

#	1720-99999-99999-33442-99999
#	1720-95861-59210-54201-99999
#	
#	

Approvals

<u>Dept Head</u>	ALLARD, JERRIE
<u>Division Director</u>	ALLARD, JERRIE
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	GEMMILL, GERRY

Council Notifications

<u>Study Session</u>	
<u>Other</u>	PCED 1/28/13
<u>Distribution List</u>	
	cfriesen@spokanecity.org
	ptrautman@spokanecity.org
	ierr811@omnicast.net

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA

Amendment

Contract Number: 08-F6401-019
Amendment Number: E

**Washington State Department of Commerce
Local Government Division
Community Development Programs
Community Development Block Grant (CDBG) Neighborhood Stabilization Program**

1. Contractor City of Spokane 808 West Spokane Falls Blvd, Suite No. 650 Spokane, Washington 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Paul Trautman Housing Program Administrator Phone: 509.625.6325 Fax: 509.625.6315 Email: ptrautman@spokanecity.org		4. Commerce Representative (only if updated) Genny Matteson NSP Program Manager Phone: 360.725.3093 genny.matteson@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504	
5. Original Contract Amount (and any previous amendments) \$1,157,886	6. Amendment Amount \$195,519	7. New Contract Amount \$1,353,405	
8. Amendment Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A:		9. Amendment Start Date Date of last signature below	10. Amendment End Date 03/08/2014
11. Federal Funds (as applicable): 333.14.228	Federal Agency: U.S. Department of Housing and Urban Development (HUD)	CFDA Number: 14.228	
12. Amendment Purpose: This Amendment E increases the grant amount by \$195,519 for a new total of \$1,353,405 and extends the End Date to 03/08/2014. It also changes Attachment A – Statement of Work and Budget which contains the revised budget amounts and End Date. Attached is an amended Attachment A – Statement of Work. All other terms and conditions of the grant agreement remain in full force and effect.			
COMMERCE, defined as the Department of Commerce, and the Contractor acknowledge and accept the terms of this Contract, As Amended, and its attachments. They executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract, As Amended, are governed by this Contract Amendment and the following other documents incorporated by reference: Attachment A – Statement of Work and budget, Attachment B – State and Federal Requirements and Assurances, Attachment C – Letter to Incur Costs. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between Commerce and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract As Amended".			
FOR CONTRACTOR		FOR COMMERCE	
_____ David A. Condon, Mayor		_____ Karen J. Larkin, Assistant Director Local Government Division	
_____ Date		_____ Date	
Attest: _____ City Clerk		APPROVED AS TO FORM ONLY _____ Richard McCarten Assistant Attorney General	
Approved as to form: _____ Assistant City Attorney		_____ 6/4/04 Date	

ATTACHMENT A — STATEMENT OF WORK AND BUDGET

Contractor: City of Spokane

Contract No. 08-F6401-019

Section A: Brief Description

City of Spokane is awarded \$1,353,405 from the Neighborhood Stabilization Program (NSP). The State of Washington designated City of Spokane as an area with a significantly high rate of home foreclosures and, therefore, in need of this type of emergency financial assistance. The City of Spokane will grant NSP funds to the East Central Community Organization (ECCO) to redevelop a vacant apartment house (1724 E 3rd Street) and an adjacent single family home. Their work will generate approximately nine (9) residential units. The City of Spokane will redevelop three foreclosed properties that it acquired through foreclosure (1801, 1807 and 1813 E 4th Street) into a community garden. The City of Spokane will grant NSP funds to the Inland Empire Residential Resources (IERR), a non-profit housing provider. It will use the City's NSP funds to redevelop a parcel of foreclosed commercial property (1420 E Sprague) into a mixed used development that includes thirty-seven (37) multi-family housing units. Spokane will assure the continued affordability of the property in accordance with the requirements of 24 CFR 92.252 for rental units and 24 CFR 92.254 for owner-occupied units. Redevelopment of existing housing and/or the provision of new housing will comply with the minimum housing quality standards for Section 8 housing as defined in 24 CFR 982.401.

Section B: Goals / Expected Results / Products

Budget Category	Goals / Expected Results / Products
01 Acquisition	City of Spokane will use NSP funds to purchase foreclosed properties and rehabilitate a foreclosed apartment house. It will generate approximately nine (9) housing units out of which all of them will be occupied by household that earn less than fifty percent of the area median income. (Type B NSP Eligible Use).
02 Disposition	City of Spokane will use NSP funds to build a community garden on three foreclosed lots, redevelop foreclosed commercial property into a mixed-use development with thirty-seven housing units, and redevelop a vacant apartment house and single family home to provide nine housing units. Approximately half of the units in the redeveloped apartment house will be occupied by households that earn less than fifty percent of the area median income. (Type E NSP Eligible Use).
21A General Admin.	<p>City of Spokane will satisfy all requirements for the proper handling and distribution of NSP funds targeted to this project including, but not limited to, the following:</p> <ul style="list-style-type: none"> ▪ When encountering blighted properties, it will need to comply with the definitions and requirements of RCW 35.80A.010 - Condemnation of Blighted Property, and RCW 35.80 - Unfit Dwellings, Buildings and Structures. ▪ City of Spokane will adopt the Home definitions of affordable rent stipulated in 24 CFR 92.252 (a), (c) and (f), adjusted for the Neighborhood Stabilization Program's 50 percent (50%) and 120 percent (120%) target populations. ▪ Continued affordability will be ensured through deed restrictions running with the land or other mechanisms approved by HUD, in accordance with the requirements of 24 CFR 92.252 for rental units and 24 CFR 92.254 for owner-occupied units. ▪ Redevelopment of existing housing and/or the provision of new housing will comply with the minimum housing quality standards for Section 8 housing as defined in 24 CFR 982.401. <p>City of Spokane agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. City of Spokane further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.</p>

ATTACHMENT A — STATEMENT OF WORK AND BUDGET

Contractor: City of Spokane

Contract No. 08-F6401-019

Section C: Work Activities, Expectations and Budget

Budget Category	Project Activities	Schedule	Budget Amount
01 Acquisition	<ul style="list-style-type: none"> ▪ City of Spokane will use NSP funds to purchase foreclosed properties and rehabilitate a foreclosed apartment house. It will generate approximately nine (9) housing units out of which all of them will be occupied by household that earn less than fifty percent of the area median income. (Type B NSP Eligible Use). ▪ Any purchase of a foreclosed upon home or residential property must be at a discount from the current, market appraised value of the home or property. Each foreclosed-upon home or residential property must be purchased at a discount of at least one percent (1%) from the current market-appraised value of the home or property. ▪ Within 60 days prior to an offer on the property, an appraisal must be conducted that conforms to the requirements of URA at 49 CFR 29.103, "Criteria for Appraisals". ▪ Unless otherwise adjusted by HUD, each NSP-assisted homebuyer must receive and complete at least eight (8) hours of homebuyer counseling from a HUD-approved housing counseling agency before obtaining a mortgage and/or real estate loan. ▪ City of Spokane must ensure that the homebuyer obtains a mortgage or loan from a lender who agrees to comply with the bank regulators' guidance for non-traditional mortgages. ▪ If the abandoned or foreclosed home or residential property is sold to an individual as a primary residence, then such sale must be in an amount equal to or less than the cost to acquire, redevelop and/or rehabilitate such home or property as necessary to meet minimum housing quality standards. ▪ Redevelopment and/or rehabilitation activities of foreclosed, abandoned or vacant property must meet applicable laws, codes and other requirements relating to housing safety, quality and habitability. ▪ Redevelopment and/or rehabilitation activities may include improvements to increase the energy efficiency or conservation of such homes or property or provide a renewable energy source for such homes or property. 	2/18/2009 to 3/8/2014 or sooner	\$600,000

ATTACHMENT A — STATEMENT OF WORK AND BUDGET

Contractor: City of Spokane

Contract No. 08-F6401-019

Section C: Work Activities, Expectations and Budget (continued)

<p>01-Acquisition (continued)</p>	<ul style="list-style-type: none"> ▪ Down-payment assistance may only be used to finance the acquisition by low, moderate or middle income households of housing that they will occupy. ▪ Down-payment assistance may be used to pay reasonable closing costs that may be associated with the purchase of the property. In no event should NSP funds be used to pay for closing costs that exceed more than three percent (3%) of the property's gross purchase price. 		
<p>02 Disposition</p>	<p>City of Spokane will use NSP funds to build a community garden on three foreclosed lots, redevelop a foreclosed commercial property into a mixed-use development with thirty-seven housing units, and redevelop a vacant apartment house and single family home to provide nine housing units. Approximately half of the units in the redeveloped apartment house will be occupied by households that earn less than fifty percent of the area median income. (Type E NSP Eligible Use).</p> <ul style="list-style-type: none"> ▪ In addition to the above requirements regarding the acquisition of property, any redevelopment of foreclosed, abandoned or vacant property must meet applicable laws, codes and other requirements relating to housing safety, quality and habitability. 	<p>2/18/2009 to 3/8/2014 or sooner</p>	<p style="text-align: center;">\$695,511</p>
<p>21A General Admin</p>	<p>City of Spokane will establish and maintain an administrative point of contact and perform the necessary program administration, record keeping and financial management procedures necessary to comply with federal and state CDBG and NSP requirements.</p> <ul style="list-style-type: none"> ▪ City of Spokane will establish and maintain an administrative point of contact and perform the necessary program administration, record keeping and financial management procedures necessary to comply with federal and state CDBG and NSP requirements. ▪ City of Spokane will compile, complete, and submit quarterly NSP progress reports along with other necessary CDBG reports, as requested. ▪ City of Spokane will execute a contract with Commerce, submit payment vouchers and, at the end of the project, a closeout performance report. 	<p>2/18/2009 to 3/8/2014 or sooner</p>	<p style="text-align: center;">\$57,894</p>

ATTACHMENT A — STATEMENT OF WORK AND BUDGET

Contractor: City of Spokane

Contract No. 08-F6401-019

Section C: Work Activities, Expectations and Budget (continued)

21A General Admin
(continued)

- City of Spokane will conduct an environmental review and prepare environmental review record; and monitor program progress and compliance with applicable federal and state regulations.
- City of Spokane will enter into a contract with the subrecipients of NSP funds. The contract will stipulate their respective roles and responsibilities. Subrecipient agreements must comply with applicable federal and state regulations. Contract provisions regarding residential construction and rehabilitation must include, but are not limited to, requirements for preparing bid documents, requesting federal and state prevailing wage rates, completing final design and construction plans, conducting a bid opening and selecting a qualified contractor.
- City of Spokane and its subrecipients must comply and complete applicable civil rights requirements, including an affirmative marketing plan to procure necessary goods and services from minority and women business enterprises (MWBE). It will verify that consultants are not on the federal "Excluded Parties List System" (EPLS). After the award of any subrecipient agreement, City of Spokane will routinely and regularly monitor the contractor's progress, collect necessary construction and/or project documents, and resolve any monitoring issues.
- City of Spokane will provide documentation to Commerce demonstrating that it is administering the project in accordance with federal and state requirements. They must document and keep a record for each property acquired using NSP fund and they must retain these records for at least ten years.
- The City of Spokane must treat the collection of receipts from deferred loans and/or the net proceeds from the sale of foreclosed properties as program income for the Neighborhood Stabilization Program. If it does not already have a program designed to distribute program income in accordance to CDBG / NSP guidelines, then it will need to create one.

ATTACHMENT A — STATEMENT OF WORK AND BUDGET

Contractor: City of Spokane

Contract No. 08-F6401-019

Section C: Work Activities, Expectations and Budget (continued)

21A General Admin (continued)	<ul style="list-style-type: none"> ▪ Each property acquired with NSP funds must have a written file or record that includes, but not limited to, the following information: <ul style="list-style-type: none"> – A copy of the “NSP Voluntary Acquisition of Foreclosed Property” notice to Owner that includes a statement that the property will not be acquired through the jurisdiction’s powers of eminent domain and statement acknowledging the Owner’s rights to choose not to sell the property. – A copy of the appraisal. – A copy of the written purchase offer, along with a statement regarding just compensation of the property. – A copy of the purchase contract and a financial statement detailing the settlement costs. – A copy of the recorded deed. – A copy of the recorded instruments used to assure the continued affordability of the property. – A copy of any appeal or complaint concerning a payment, together with a copy of all pertinent determinations. 		
TOTAL:			\$1,353,405

ATTACHMENT A — STATEMENT OF WORK AND BUDGET

Contractor: City of Spokane

Contract No. 08-F6401-019

Section D: Project Schedule

MILESTONE #	MILESTONES	DUE DATE
Milestone #1	Commerce and City of Spokane execute a grant contract and funds become available for disbursement.	August 17, 2009 or sooner
Milestone #2	If the City of Spokane solicits proposals and executes grant contracts with participating non-profit organizations, then it will forward copies of the executed contracts to Commerce.	October 19, 2009 or sooner
Milestone #3	City of Spokane will have created a program that complies with applicable state laws to remove unfit structures and recover costs. It will send a copy of its program, ordinances and/or municipal code regarding such program.	December 31, 2009 or sooner
Milestone #4	City of Spokane will have identified and obtained the legal authority it needs to remove unfit structures from blighted properties. It will provide Commerce an inventory of the properties it plans to clean-up along with information regarding the street address for each property and the justification used to determine the structures were unfit and the property was blighted.	September 18, 2010 or sooner
Milestone #5	Acquire the foreclosed properties that the City of Spokane intends to rehabilitate and sell/rent to eligible buyers/tenants. Provide Commerce an inventory of the acquired properties with information regarding the street addresses and purchase prices for each property.	September 18, 2010 or sooner
Milestone #6	City of Spokane will have completed its clean-up of blighted property and certify a lien sufficient to establish the necessary authority to collect the funds expended. It will provide Commerce an updated inventory that includes information regarding tax liens, or comparable financial instruments, to recover the clean-up costs.	December 31, 2012 or sooner
Milestone #7	City of Spokane will provides Commerce a financial report that itemizes the disbursement of NSP funds, an inventory of properties assisted which includes street addresses, purchase amounts and the financial assistance provided, along with the final steps necessary to close NSP.	December 31, 2012 or sooner
Milestone #8	City of Spokane will prepare and submit final reports, invoices and financial statements to Commerce.	March 8, 2014 or sooner

WHEN RECORDED RETURN TO:
CITY OF SPOKANE
COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD., ROOM 650
SPOKANE, WA 99201-3339

OPR #2010-0670

**CITY OF SPOKANE
INLAND EMPIRE RESIDENTIAL RESOURCES**

SECOND MODIFICATION OF NSP PROGRAM DEED OF TRUST

Legal Description: LOTS 8-12, INCLUSIVE, BLOCK 1, NOSLER'S HOME ADDITION,
ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 11 IN
THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Nos.: 35212.1924, 35212.1930, 35212.1931

Reference Number(s) of Related Documents: 5936499

This Agreement is made and entered into as of the ____ day of _____, 2013 by and among the CITY OF SPOKANE, Washington, a Washington municipal corporation (herein the "City"), INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington nonprofit corporation with 501(c)(3) status (herein the "Borrower").

WITNESSETH:

WHEREAS, the Borrower has purchased land at 1420 E. Sprague in Spokane, Washington and will develop an apartment building with 37 units of rental housing and commercial space;

WHEREAS, the City has loaned to the Borrower NSP1 (CFDA #14.218) funds for such land purchase and development as reflected in the NSP Loan Agreement executed by the Borrower and the City dated September 2, 2010 (the "Loan Agreement"), a Deed of Trust executed by the Borrower and the City dated September 2, 2010 (the "Deed of Trust"), a Promissory Note signed by the Borrower (the "City Note"), and the NSP Program Loan Covenant Agreement executed by the Borrower and the City dated September 2, 2010 (the "Covenant Agreement") (collectively, the "City NSP1 Loan Documents");

WHEREAS, the City and Borrower modified the City NSP1 Loan Documents to modify the project scope, budget, legal description, and Assessor's parcel numbers as reflected in the Modification of NSP Program Loan Agreement executed by the Borrower and the City dated April 2, 2012 (the "Modified Loan Agreement"), a Modification of Deed of Trust executed by the Borrower and the City dated April 2, 2012 and recorded under Spokane County recording number 6087018 (the "Modified Deed of Trust"), and a Modification of NSP Program Loan Covenant Agreement executed by the Borrower and the City dated April 2, 2012 and recorded under Spokane County recording number 6087019 (the "Modified Covenant Agreement");

WHEREAS, the Borrower has requested \$195,519 of additional NSP1 funding to pay a portion of Washington State Prevailing Wage commercial labor cost increase and the City has secured \$195,519 of additional NSP1 funds for this purpose;

NOW, THEREFORE, in consideration of the mutual benefits to and the mutual promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The foregoing recitals are incorporated herein the same as if fully set forth. Any capitalized terms not herein defined shall have the meanings ascribed to such terms in the City NSP1 Loan Documents.

2. Page 2 of the Deed of Trust is modified as follows:

“This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and as further contained in the Loan Agreement, Covenant Agreement, and Promissory Note, secured by this Deed of Trust, and for the purpose of securing payment of the sum of FIVE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED NINETEEN AND NO/100 DOLLARS (\$596,519)~~FOUR HUNDRED ONE THOUSAND AND NO/100 DOLLARS (\$401,000)~~ with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon. This Deed of Trust also secures to Beneficiary: (a) the payment of other sums, with interest, advanced to protect the security of this Deed of Trust; and (b) the performance of Grantor’s covenants and agreements under this Deed of Trust and the Promissory Note, Covenant Agreement and Loan Agreement of even date herewith.”

3. By executing this Agreement, the parties hereto consent to and agree to be bound by all of the terms and conditions of this Agreement.

4. The Borrower acknowledges and agrees that the Covenant Agreement as hereby modified shall continue to encumber the property.

5. By way of further consideration, Borrower, for themselves, their heirs, successors, agents, and assigns, assume, as hereby modified, and agree to pay and perform all of the obligations of the City NSP1 Loan Documents covenanting hereby that they will be bound by and observe all of the terms, conditions, and covenants of the City NSP1 Loan Documents as hereby modified.

6. As amended herein and hereby, the City NSP1 Loan documents are confirmed and ratified, and are acknowledged to be in full force and effect, as the date hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove stated.

INLAND EMPIRE RESIDENTIAL RESOURCES

a Washington nonprofit corporation

By: _____
Darryl K. Reber, Executive Director

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2013, personally appeared before me **Darryl K. Reber**, to me known to be the Executive Director of Inland Empire Residential Resources, a Washington nonprofit corporation, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Inland Empire Residential Resources, a Washington nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

CITY OF SPOKANE,
a Washington municipal corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Terri L. Pfister, City Clerk

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2013, personally appeared before me _____ and **Terri L. Pfister**, to me known to the _____ and City Clerk, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

SECOND MODIFICATION OF NSP PROGRAM LOAN AGREEMENT

This Modification of NSP Program Loan Agreement (“Modification”) is made and entered into as of the ____ day of _____, 2013 by and among the CITY OF SPOKANE, Washington, a Washington municipal corporation (herein the “City”), INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington nonprofit corporation with 501(c)(3) status (herein the “Borrower”).

WHEREAS, the Borrower has purchased land at 1420 E. Sprague in Spokane, Washington and will develop an apartment building with 37 units of rental housing and commercial space;

WHEREAS, the City has loaned to the Borrower NSP1 (CFDA #14.218) funds for such land purchase and development as reflected in the NSP Loan Agreement executed by the Borrower and the City dated September 2, 2010 (the “Loan Agreement”), a Deed of Trust executed by the Borrower and the City dated September 2, 2010 and recorded under Spokane County recording number 5936499 (the “Deed of Trust”), a Promissory Note signed by the Borrower (the “City Note”), and a NSP Program Loan Covenant Agreement executed by the Borrower and the City dated September 2, 2010 and recorded under Spokane County recording number 5936498 (the “Covenant Agreement”) (collectively, the “City NSP1 Loan Documents”);

WHEREAS, the City and Borrower modified the City NSP1 Loan Documents to modify the project scope, budget, legal description, and Assessor’s parcel numbers as reflected in the Modification of NSP Program Loan Agreement executed by the Borrower and the City dated April 2, 2012 (the “Modified Loan Agreement”), a Modification of Deed of Trust executed by the Borrower and the City dated April 2, 2012 and recorded under Spokane County recording number 6087018 (the “Modified Deed of Trust”), and a Modification of NSP Program Loan Covenant Agreement executed by the Borrower and the City dated April 2, 2012 and recorded under Spokane County recording number 6087019 (the “Modified Covenant Agreement”);

WHEREAS, the Borrower has requested \$195,519 of additional NSP1 funding to pay a portion of Washington State Prevailing Wage commercial labor cost increase and the City has secured \$195,519 of additional NSP1 funds for this purpose;

NOW, THEREFORE, in consideration of the mutual benefits to and the mutual promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Documents. The City NSP1 Loan Documents dated September 2, 2010, and all amendments and modifications thereto are incorporated by reference into this Modification as though written in full and shall remain in full force and effect and shall not be considered modified, released, altered or affected, except as provided herein. It is further agreed that any and all other City NSP1 Loan Documents shall remain in full force and effect unless specifically canceled, modified or amended by an instrument in writing signed by the City.

2. Modification of Loan Agreement. Subject to Section 1 above, the Loan Agreement is modified as follows:

a. Paragraph IV. Compensation of the Loan Agreement is modified as follows:

The City shall loan the Borrower a sum not to exceed FIVE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED NINETEEN AND NO/100

~~DOLLARS (\$596,519) FOUR HUNDRED ONE THOUSAND AND NO/100~~
~~DOLLARS (\$401,000)~~ from NSP funds, to be disbursed as provided herein, payment of principal and interest to coincide with the Affordability Period outlined in this Loan Agreement and deferred for the Deferral Period.

- b. "Attachment 1" including "Budget Proposal" to the Loan Agreement are both replaced by Attachment 1 attached hereto.
- c. "Attachment 3 Timetable" to the Loan Agreement is replaced by Attachment 3 attached hereto.

3. By executing this Agreement, the parties hereto consent to and agree to be bound by all of the terms and conditions of this Modification.

4. The Borrower acknowledges and agrees that the Loan Agreement as hereby modified shall continue to encumber the property.

5. By way of further consideration, Borrower, for themselves, their heirs, successors, agents, and assigns, assume, as hereby modified, and agree to pay and perform all of the obligations of the City NSP1 Loan Documents covenanting hereby that they will be bound by and observe all of the terms, conditions, and covenants of the City NSP1 Loan Documents as hereby modified.

6. As amended herein and hereby, the City NSP1 Loan documents are confirmed and ratified, and are acknowledged to be in full force and effect, as the date hereof. This Modification shall be governed by and construed in accordance with the laws of the State of Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Modification as of the date first hereinabove stated.

INLAND EMPIRE RESIDENTIAL RESOURCES
a Washington nonprofit corporation

By: _____
Darryl K. Reber, Executive Director

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2013, personally appeared before me **Darryl K. Reber**, to me known to be the Executive Director of Inland Empire Residential Resources, a Washington nonprofit corporation, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Inland Empire Residential Resources, a Washington nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

**CITY OF SPOKANE,
a Washington municipal corporation**

By: _____
David A. Condon, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Terri L. Pfister, City Clerk

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2013, personally appeared before me **David A. Condon** and **Terri L. Pfister**, to me known to the Mayor and City Clerk, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

Attachment 1
SCOPE & BUDGET

INLAND EMPIRE RESIDENTIAL RESOURCES
SPRAGUE UNION TERRACE

1420 East Sprague

Purchase price	509,000	State HOME	3,279,206
Closing/title	5,000	City NSP III	1,330,000
Demolition	12,000	County NSP I	655,000
Construction	4,650,790	City NSP I	596,519
Permits, fees, hookups	28,000	Bank	572,600
Sales tax	393,435	Owner	55,000
Construction contingency	250,000		
Bond premium	44,000	City HOME CHDO funds	500,000
Appraisal	5,750		
Architect	348,900		
Environmental assess/abate	8,100		
Surveys-geotech, boundary	12,302		
Legal	10,000		
Retail technical assistance	22,000		
Insurance	8,000		
Impact/mitigation fees	20,000		
Development period utilities	15,000		
Construct'n loan fees/interest	15,448		
Operating reserves	20,000		
Replacement reserves	20,000		
Developer fee	300,000		
Residential subtotal	6,697,725		
Commercial	290,600		
PROJECT TOTAL	\$6,988,325	TOTAL	\$6,988,325

Budget proposal for new construction of a 4-story building with partial ground floor commercial space and 37 apartments, including 7 ADA Type A accessible units. The upper 3 floors will be approximately 29,400 sf, including 2 rooftop patios, hallways, and a laundry room on each floor. The ground floor will include about 5,200 sf of common space, including the community room, common men's and ladies' restrooms, bicycle storage, mechanical room, janitorial room, elevator, lobby and stairwell. The leasable commercial space will be approximately 4,500 sf, including the resident manager's office of 265 sf. Studio apartments will average about 400 sf, one-bedroom units will average 575-585 sf, and two-bedroom units will average about 995 sf. The Director of the Community Development Department may approve subordinations or other adjustments to the lien positions of the lenders.

Attachment 3

TIMETABLE

IERR Sprague Union Terrace at 1420 E Sprague, Spokane

Category	Milestone/Task	Deadline Month Yr/Status
Site control	Signed Purchase and Sale Agreement.	August 31, 2010
Financing	Funding awards by lenders.	November 2011
Financing	Record residential funder loans.	March 2013
Construction	Certificate of Occupancy issued.	May 2013
Occupancy	Units occupied.	90 days from Certificate of Occupancy

**CITY OF SPOKANE
INLAND EMPIRE RESIDENTIAL RESOURCES**

SECOND MODIFICATION OF NSP PROGRAM DOCUMENTS - PROMISSORY NOTE

Legal Description: LOTS 8-12, INCLUSIVE, BLOCK 1, NOSLER'S HOME ADDITION,
 ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 11 IN
 THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Nos.: 35212.1924, 35212.1930, 35212.1931

This Agreement is made and entered into as of the ____ day of _____, 2013 by and among the CITY OF SPOKANE, Washington, a Washington municipal corporation (herein the "City"), INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington nonprofit corporation with 501(c)(3) status (herein the "Borrower").

WITNESSETH:

WHEREAS, the Borrower has purchased land at 1420 E. Sprague in Spokane, Washington and will develop an apartment building with 37 units of rental housing and commercial space;

WHEREAS, the City has loaned to the Borrower NSP1 (CFDA #14.218) funds for such land purchase and development as reflected in the NSP Loan Agreement executed by the Borrower and the City dated September 2, 2010 (the "Loan Agreement"), a Deed of Trust executed by the Borrower and the City dated September 2, 2010 (the "Deed of Trust"), a Promissory Note signed by the Borrower (the "City Note"), and the NSP Program Loan Covenant Agreement executed by the Borrower and the City dated September 2, 2010 (the "Covenant Agreement") (collectively, the "City NSP1 Loan Documents");

WHEREAS, the City and Borrower modified the City NSP1 Loan Documents to modify the project scope, budget, legal description, and Assessor's parcel numbers as reflected in the Modification of NSP Program Loan Agreement executed by the Borrower and the City dated April 2, 2012 (the "Modified Loan Agreement"), a Modification of Deed of Trust executed by the Borrower and the City dated April 2, 2012 and recorded under Spokane County recording number 6087018 (the "Modified Deed of Trust"), and a Modification of NSP Program Loan Covenant Agreement executed by the Borrower and the City dated April 2, 2012 and recorded under Spokane County recording number 6087019 (the "Modified Covenant Agreement");

WHEREAS, the Borrower has requested \$195,519 of additional NSP1 funding to pay a portion of Washington State Prevailing Wage commercial labor cost increase and has requested to specify the number of residential housing units to be constructed;

WHEREAS, the City has secured \$195,519 of additional NSP1 funds for this purpose and agrees to specify the number of residential housing units to be constructed;

NOW, THEREFORE, in consideration of the mutual benefits to and the mutual promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The foregoing recitals are incorporated herein the same as if fully set forth. Any capitalized terms not herein defined shall have the meanings ascribed to such terms in the City NSP1 Loan Documents.

2. The first sentence of Paragraph 1 of the City Note is modified as follows:
“PROMISE TO REPAY: FOR VALUE RECEIVED, the undersigned Inland empire Residential Resources, a Washington nonprofit corporation with 501(c)(3) status, hereinafter referred to as "Borrower", promises to repay to the order of the City of Spokane, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of FIVE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED NINETEEN AND NO/100 DOLLARS (\$596,519)~~FOUR HUNDRED ONE THOUSAND AND NO/100 DOLLARS (\$401,000.00)~~ or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's acquisition of land and vacant buildings located at 1420 E Sprague in Spokane, WA and redevelopment into an apartment building ~~planned as approximately 35~~having 37 units of rental housing and commercial spaces wherein one hundred percent (100%) of Project housing units shall be NSP-assisted including seventy-five percent (75%) of housing units shall be available for rent by households earning not more than 120% of Area Median Income (AMI) and renting for not more than Fair Market Rent, excluding tenant paid utilities, and an additional twenty-five percent (25%) of housing units shall be available for rent by households earning not more than 50% AMI and renting for not more than thirty-percent of fifty-percent of AMI (30 of 50 Rent), excluding tenant-paid utilities, all as defined and revised annually by HUD; and at least five percent (5%) of all units in the project shall meet the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and one hundred percent (100%) of Project housing units shall meet the Fair Housing Act accessibility requirements (24 CFR Part 8), referred to as the "Project".”

3. By executing this Agreement, the parties hereto consent to and agree to be bound by all of the terms and conditions of this Agreement.

4. The Borrower acknowledges and agrees that the Covenant Agreement as hereby modified shall continue to encumber the property.

5. By way of further consideration, Borrower, for themselves, their heirs, successors, agents, and assigns, assume, as hereby modified, and agree to pay and perform all of the obligations of the City NSP1 Loan Documents covenanting hereby that they will be bound by and observe all of the terms, conditions, and covenants of the City NSP1 Loan Documents as hereby modified.

6. As amended herein and hereby, the City NSP1 Loan documents are confirmed and ratified, and are acknowledged to be in full force and effect, as the date hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove stated.

INLAND EMPIRE RESIDENTIAL RESOURCES
a Washington nonprofit corporation

By: _____
Darryl K. Reber, Executive Director

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2013, personally appeared before me **Darryl K. Reber**, to me known to be the Executive Director of Inland Empire Residential Resources, a Washington nonprofit corporation, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Inland Empire Residential Resources, a Washington nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

**CITY OF SPOKANE,
a Washington municipal corporation**

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Terri L. Pfister, City Clerk

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2013, personally appeared before me _____ and **Terri L. Pfister**, to me known to the _____ and City Clerk, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

AFTER RECORDING RETURN TO:

City of Spokane
Community Development Dept.
808 West Spokane Falls Blvd., Rm 650
Spokane, WA 99201

OPR 2011-0511, 2012-0221, 2010-0670

MODIFICATION OF PRIORITY AND SUBORDINATION AGREEMENT

Grantors:

- 1. WASHINGTON STATE DEPARTMENT OF COMMERCE**
- 2. CITY OF SPOKANE, WASHINGTON**
- 3. COUNTY OF SPOKANE, WASHINGTON**
- 4. INLAND EMPIRE RESIDENTIAL RESOURCES**

Grantees:

- 1. WASHINGTON STATE DEPARTMENT OF COMMERCE**
- 2. CITY OF SPOKANE, WASHINGTON**
- 3. COUNTY OF SPOKANE, WASHINGTON**

Legal Description: LOTS 8-12, INCLUSIVE, BLOCK 1, NOSLER'S HOME ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 11, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Tax Parcel ID Nos.: 35212.1924, 35212.1930, 35212.1931

Reference Numbers: 6087024, 6087016, 5936499,
_____ and _____

MODIFICATION OF PRIORITY AND SUBORDINATION AGREEMENT

This Modification of Priority and Subordination Agreement (“Modification”) is made and entered into as of the ____ day of _____, 2013 by and among the WASHINGTON STATE DEPARTMENT OF COMMERCE (herein the “State”), CITY OF SPOKANE, Washington, a Washington municipal corporation (herein the “City”), COUNTY OF SPOKANE, Washington, a political subdivision of the State of Washington (herein the “County”), and INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington nonprofit corporation with 501(c)(3) status (herein the “Owner”).

WHEREAS, the Owner is constructing a four-story building at 1420 E. Sprague in Spokane, Washington which will include ground floor commercial space and three floors with thirty-seven (37) residential units (the “Project”);

WHEREAS, the State, City, and County loaned to the Owner funds for the Project as reflected in the Priority and Subordination Agreement executed by the State, City, County, and Owner dated April 25, 2012 and recorded under Spokane County recording number 6087024 (the “Priority and Subordination Agreement”) and Deeds of Trust, Promissory Notes, and Loan Agreements (collectively, the “Loan Documents”);

WHEREAS, the State, City, and Owner modified Loan Documents to increase loaned funds to meet Washington State Commercial Prevailing Wage increased costs upon the project as reflected in modifications of the Loan Documents;

NOW, THEREFORE, in consideration of the mutual benefits to and the mutual promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Documents. The Priority and Subordination Agreement and all amendments and modifications thereto are incorporated by reference into this Modification as though written in full and shall remain in full force and effect and shall not be considered modified, released, altered or affected, except as provided herein. It is further agreed that any and all other Loan Documents shall remain in full force and effect unless specifically canceled, modified or amended by an instrument in writing.

2. Modification of Priority and Subordination Agreement. Subject to Section 1 above, the Priority and Subordination Agreement is modified as follows:

a. “Paragraph B. The State’s Interest” is modified as follows:

“The State has made or will make a loan to the Owner in the amount of ~~\$2,944,206~~\$3,279,206 evidenced by a promissory note dated February 29, 2012 and modified _____, 2013 (the “State Note”) which is secured by a deed of trust executed by Owner and recorded under Spokane County recording number 6087016 and modified by owner on _____, 2013 which was recorded under Spokane County recording number _____ (the “State Deed of Trust”).”

b. “Paragraph C. The City’s Interest” is modified as follows:

“The City has made or will make a loan to the Owner in the amount of ~~\$401,000~~\$596,519 evidenced by a promissory note dated September 2, 2010 and modified _____, 2013 (the “City NSPI Note”) which is secured by a deed of trust

executed by Owner on September 2, 2010, and recorded on September 23, 2010 under Spokane County recording number 5936499 and modified by Owner on _____, 2013 which was recorded under Spokane County recording number _____ (the "City NSPI Deed of Trust")."

3. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and whether or not all parties execute each counterpart.

4. Completion of Recording Information. This Modification is signed without completion of certain recording information called for above, any party hereto or any title insurance company acting on the instructions of any party is hereby authorized to insert such information prior to recording this Modification.

5. By executing this Modification, the parties hereto consent to and agree to be bound by all of the terms and conditions of this Modification.

6. The Owner acknowledges and agrees that the Priority and Subordination Agreement as hereby modified shall continue to encumber the property.

7. By way of further consideration, Owner, for themselves, their heirs, successors, agents, and assigns, assume, as hereby modified, and agree to pay and perform all of the obligations of the Loan Documents covenanting hereby that they will be bound by and observe all of the terms, conditions, and covenants of the Loan Documents as hereby modified.

8. As amended herein and hereby, the Loan documents are confirmed and ratified, and are acknowledged to be in full force and effect, as the date hereof. This Modification shall be governed by and construed in accordance with the laws of the State of Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

*(Remainder of page intentionally left blank.
See the following pages for signatories and notary jurats.)*

IN WITNESS WHEREOF, the parties hereto have entered into this Modification as of the day and year first above written.

WASHINGTON STATE DEPARTMENT OF
COMMERCE

By: _____
Janet Masella, Associate Managing Director
Housing Trust Fund

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF THURSTON

ss.

I certify that I know or have satisfactory evidence that Janet Masella is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Associate Managing Director of the Housing Trust Fund of the WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2013.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My appointment expires _____

CITY OF SPOKANE, a Washington municipal corporation

By: _____
David A. Condon, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Terri Pfister, City Clerk

By: _____
Assistant City Attorney

CITY OF SPOKANE ACKNOWLEDGMENT

STATE OF WASHINGTON

ss.

COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that David A. Condon and Terri Pfister are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor and City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2013.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My appointment expires _____

COUNTY OF SPOKANE, WASHINGTON

By: _____
Shelly O'Quinn
Chair, Board of County Commissioners
of Spokane County, Washington

Approved as to form:

By: _____
David W. Hubert
Deputy Prosecuting Attorney
Civil Department

COUNTY ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF SPOKANE

ss.

I certify that, before me, personally appeared Shelly O'Quinn to me known to be the Chair, Board of County Commissioner, for the County of Spokane, Washington, a political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Dated this _____ day of _____, 2013.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My appointment expires _____

INLAND EMPIRE RESIDENTIAL RESOURCES, a
Washington nonprofit corporation

By: _____
Name: Darryl K. Reber
Its: Executive Director

OWNER ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SPOKANE

ss.

I certify that I know or have satisfactory evidence that Darryl K. Reber is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington nonprofit corporation, the entity that executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2013.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____
My appointment expires _____



Agenda Sheet for City Council Meeting of:

03/11/2013

<u>Date Rec'd</u>	2/28/2013
<u>Clerk's File #</u>	OPR 2013-0173
<u>Renews #</u>	

Submitting Dept	COMMUNITY DEVELOPMENT	Cross Ref #	
Contact Name/Phone	PAUL TRAUTMAN 625-6325	Project #	
Contact E-Mail	PTRAUTMAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1680 ACCEPT AND AUTHORIZE GRANT PROGRAM		

Agenda Wording

Accept and authorize a grant of federal funds from the Washington State Department of Commerce to provide lead-based paint hazard control activities in the County of Spokane - \$1,030,397.00

Summary (Background)

The Community Development Department participated in a successful Washington State consortium application for a HUD Lead Hazard Control grant. The City will receive \$1,030,397 over 3 years to repair lead paint hazards in low-income owner and renter occupied housing. HUD requires that these funds be expended in Spokane County to avoid overlapping these new grant funds with the City's ongoing Lead Safe Spokane program. Also see the 1/28/2013 PCED briefing paper. Draft grant agreement is attached.

Fiscal Impact

Revenue	\$ 1,030,397.00
Expense	\$ 1,030,397.00
Select	\$
Select	\$

Budget Account

XXX
XXX
#
#

Approvals

<u>Dept Head</u>	ALLARD, JERRIE
<u>Division Director</u>	ALLARD, JERRIE
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	GEMMILL, GERRY

Council Notifications

<u>Study Session</u>	
<u>Other</u>	PCED 1/28/13
<u>Distribution List</u>	
cfriesen@spokanecity.org	
ptrautman@spokanecity.org	
cynthia.sanderson@commerce.wa.gov	

Additional Approvals

Purchasing



Department of Commerce

Innovation is in our nature.

Grant to:

City of Spokane

through

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control

For

Program administration and delivery of low-income lead hazard control services that maximize job creation and economic benefit

Start date: 3/01/2013

DRAFT

TABLE OF CONTENTS

Special Terms and ConditionsST&C

 Face SheetST&C 1

 1. Acknowledgement of Federal FundingST&C 2

 Release of InformationST&C 2

 2. Grant ManagementST&C 2

 3. CompensationST&C 2

 4. Billing Procedures and PaymentST&C 3

 5. InsuranceST&C 3-5

 6. Order of PrecedenceST&C 5

 7. Additional Billing Guidance and Payment InformationST&C 5-8

 Administrative Costs AllocationST&C 5

 Allowable CostsST&C 5

 Budget RevisionsST&C 5

 Grant Spending LimitsST&C 6

 ProhibitionsST&C 6

 Proportional Return of Unexpended FundsST&C 6

 Reduction in FundsST&C 6

 Required ReportsST&C 6

 8. Applicable Laws and RegulationsST&C 6-10

 9. Federal RequirementsST&C 10-11

 Conflicts of Interest and KickbacksST&C 11

 Project DirectorST&C 11

 Treatment of AssetsST&C 12

 Work Hours and Safety StandardsST&C 12

General Terms and Conditions GT&C

 1. Definitions GT&C 1

 2. All Writings Contained Herein GT&C 1

 3. Amendments GT&C 1

 4. Americans with Disabilities Act (ADA) GT&C 1

 5. Approval GT&C 2

 6. Assignment GT&C 2

 7. Attorney's Fees GT&C 2

 8. Audit GT&C 2, 3

 9. Certification Regarding Debarment, Suspension or
 Ineligibility and Voluntary Exclusion GT&C 3, 4

 10. Confidentiality/Safeguarding of Information GT&C 4

 11. Conformance GT&C 5

 12. Copyright Provisions GT&C 5

 13. Disallowed Costs GT&C 5

 14. Disputes GT&C 5, 6

 15. Duplicate Payment GT&C 6

 16. Ethics / Conflicts of Interest GT&C 6

 17. Governing Law and Venue GT&C 6

 18. Indemnification GT&C 6

 19. Independent Capacity of the Subgrantee GT&C 7

 20. Industrial Insurance Coverage GT&C 7

 21. Laws GT&C 7-8

22.	Licensing, Accreditation and Registration	GT&C	9
23.	Limitation of Authority	GT&C	9
24.	Noncompliance With Nondiscrimination Laws	GT&C	9
25.	Political Activities	GT&C	9
26.	Procurement Standards for Federally Funded Programs	GT&C	10
27.	Prohibition Against Payment of Bonus or Commission.....	GT&C	11
28.	Publicity	GT&C	11
29.	Recapture	GT&C	11
30.	Records Maintenance	GT&C	11
31.	Registration With Department of Revenue	GT&C	11
32.	Right of Inspection	GT&C	11
33.	Savings.....	GT&C	11
34.	Severability	GT&C	12
35.	Survival.....	GT&C	12
36.	Taxes.....	GT&C	12
37.	Termination for Cause/Suspension	GT&C	12
38.	Termination for Convenience	GT&C	12
39.	Termination Procedures.....	GT&C	12-13
40.	Waiver	GT&C	13

Attachment A Scope of Work

Attachment B Budget

DRAFT

FACE SHEET

Grant Number: WAHLP0523-12

**Washington State Department of Commerce
Community Services and Housing Division
Housing Improvement and Preservation Unit
U.S. Department of Housing and Urban Development Lead Hazard Control Program**

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99203		2. Grantee Doing Business As (optional)	
3. Grantee Representative Paul Trautman, Housing Program Administrator (509) 625 6325 Fax: 509 625 6315 e-mail: ptrautman@spokanecity.org		4. COMMERCE Representative Cynthia Sanderson Program Manager 360-725-2941 360-586-0489 cynthia.sanderson@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504-25	
5. Grant Amount \$1,107,000	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 3/01//2013	8. End Date 04/15/2015
9. Federal Funds (as applicable) Lead Hazard Control Grant Program	Federal Agency U.S. Department of Housing and Urban Development	CFDA Number 14.9	
10. Tax ID # 91-6001280	11. SWV # 0003387-07	12. UBI # 328013877	13. DUNS # 193984130
14. Grant Purpose Training and technical assistance, and delivery of low-income Lead Hazard Control services that maximize job creation and economic benefit.			
COMMERCE, defined as the Department of Commerce or its successor agency, and the Subgrantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Subgrantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR GRANTEE		FOR COMMERCE	

David A. Condon, Mayor

Date

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Dan McConnon
Deputy Director

Date

APPROVED AS TO FORM ONLY

Signature on file
Sandra Adix
Assistant Attorney General

June 25, 2009
Date

DRAFT

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Subgrantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subgrantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

“This project was supported by Grant No. R021685 awarded by U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Washington State Lead Hazard Control Program, Washington State Department of Commerce.”

COMMERCE, as a recipient of Department of Housing and Urban Development (HUD) funds, is legally obligated to meet accountability and reporting requirements established by HUD. The state of Washington or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy, or procedure. COMMERCE is responsible for incorporating these requirements into the performance of this Grant. Although all requirements have not yet been identified, please expect additional reporting requirements, to include, but not be limited to, performance outcomes such as created or retained jobs.

RELEASE OF INFORMATION

The Subgrantee shall clearly state in all press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money:

- 1) The percentage of the total costs of the program or project which will be financed with federal money.
- 2) The dollar amount of federal funds for the project or program.
- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-government sources.

The Subgrantee shall not finance the acquisition of goods or services (including construction services) with an aggregate value of \$500,000 or more unless the recipient of the federal grant agrees, as a condition for receipt of such grant, to:

- 1) Specify in any announcement of the awarding of the Grant for procurement for goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition.
- 2) Express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.

2. GRANT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the budget amount in Attachment B, Budget for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work. Subgrantee's compensation for services rendered shall be based on the conditions set forth in Exhibit A, Applicable Terms and Conditions.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Subgrantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE in the amount of the actual expenditures from the previous month. No payment shall be made until COMMERCE receives an accurate and complete request for reimbursement by the 15th of the month.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

The Subgrantee may request an initial working capital advance one month prior to planned expenditures.

The Subgrantee shall submit a Final Grant Closeout Report for each funding source that accurately reflects the work completed and funds expended during the program year. The Grantee shall submit hard copy reports to COMMERCE within 45 days after the program year closes.

Payments under this Grant shall be suspended if the Final Grant Closeout Report and Request for Reimbursement for the prior year Grant are not received by the due date.

Disallowed Costs

The Subgrantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Duplication of Billed Costs

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

5. INSURANCE

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

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

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

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

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

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

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

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

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. The Subgrantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

SELF INSURED SUBGRANTEES ONLY

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

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

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

INDEMNIFICATION/HOLD HARMLESS FOR SELF INSURED SUBGRANTEES ONLY

Each party to this Grant shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Grant shall be responsible for the acts and/or omissions of entities or individuals not a party to this Grant.

6. ORDER OF PRECEDENCE

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

- 2011 Notice of Funding Available (NOFA)
- Applicable federal and state of Washington statutes and regulations
- Attachment A – Scope of Work
- Special Terms and Conditions
- General Terms and Conditions
- Attachment B – Budget
- Exhibit A - Applicable Terms and Conditions

7. ADDITIONAL BILLING GUIDANCE AND PAYMENT INFORMATION

The Subgrantee payment system is based on monthly reimbursement in the amount of the actual expenditures from the previous month. No payment shall be made until COMMERCE receives an accurate and complete request for reimbursement form.

ALLOWABLE COSTS

Allowable use of Lead Hazard Control Grant Program funds shall include:

Program Operation: Costs that can be clearly identifiable with a program. Program operation costs include material and labor costs associated with removing lead hazards from a residential property as part of either a interim control measure or as an abatement (often referred to as “program support”).

Training and Technical Assistance: Activities intended to maintain or increase the efficiency, quality, and effectiveness of the Lead Hazard Control Program at all levels. Such activities should be designed to maximize energy savings, minimize production costs, improve program management, and crew/Subgrantee “quality of work”, and reduce the potential for waste, fraud, and mismanagement. Subgrantees should be the primary recipients of training and technical assistance activities. Training and technical assistance may include providing information concerning lead safety to occupants of eligible dwelling units.

Liability Insurance: Costs associated with purchasing general personal liability, including Pollution Occurrence Insurance (POI), and property insurance and liability insurance covering personal injury and property damage for on-site work.

Audit: Audit costs are those associated with annual fiscal audits.

BUDGET REVISIONS

The approved budget is included on the Grant and Grant Amendment Face Sheet.

Budget revisions in excess of 10 percent must be submitted in writing (email acceptable) to, and approved by, COMMERCE before the Subgrantee submits expenditure reports reflecting the revisions. The Subgrantee must provide original budgets and proposed changes.

Prior approval from COMMERCE is required for the purchase of non-expendable personal property which costs \$5,000 and greater.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

GRANT SPENDING LIMITS

COMMERCE may establish spending limits on the total Grant award or on one or more budget categories within the Grant award.

PROHIBITIONS

Funds awarded under this Grant shall not supplant other existing funding sources.

PROPORTIONAL RETURN OF UNEXPENDED FUNDS

A Subgrantee who returns unexpended funds to COMMERCE at the end of the Grant period shall return administrative and program operation funds in proportion to the Grant award unless Grant spending limits are more restrictive.

In the case of more restrictive spending limits, the spending limits shall apply.

REDUCTION IN FUNDS

If funding from the state, federal government, or other source is withdrawn, reduced, reallocated, or limited, after the effective date of this Grant and prior to normal completion, COMMERCE may immediately and unilaterally terminate the Grant, withdraw funding, or renegotiate the Grant subject to those new funding limitations and conditions. COMMERCE shall promptly notify the Subgrantee of such termination, withdrawal of funds, or intent to renegotiate the Grant. If the source of funding for this Grant is eliminated on a temporary or permanent basis, COMMERCE will not be responsible for reimbursing the Subgrantee for any work performed after the receipt of the notification.

Failure of the Subgrantee to meet performance standards, production projections, or comply with federal or state requirements may result in reduction of funds.

REQUIRED REPORTS

The Subgrantee shall submit required reports by the dates due using required forms according to procedures issued by COMMERCE. These reports shall include, but not be limited to:

<u>Reports</u>	<u>Date Due</u>
1) Monthly Requests for Reimbursement	The 15th of the month for the previous month's expenditures
2) Quarterly HUD report for Completed Units	The 5th of July, October, January, and April reporting previous quarter's activities
3) Final Grant Closeout Report	April 30, 2015

The Subgrantee shall be obligated to submit closeout reports after the close of the Grant period, during the transfer of obligations to another Subgrantee, or upon termination of the Grant for any reason. See Termination Procedures, GENERAL TERMS AND CONDITIONS.

8. APPLICABLE LAWS AND REGULATIONS

In performing under this Grant, the Subgrantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state and federal governments, including, but not limited to:

- 1) State of Washington
 - Executive Order #83-01, Establishing Policies for Minority and Women's Business Enterprises.
 - Public Disclosure Act, Chapter 42.17 RCW.
 - Airborne contaminants, Chapter 296-841, WAC
 - Affirmative Action for Employment of Vietnam-era and Disabled Veterans, Laws of 1985, Chapter 43.43 RCW.
 - Chapter 70.103 RCW, Lead-based paint.
 - Chapter 365-230 WAC, Accreditation of lead-based paint training programs and the certification of firms and individuals conducting lead-based paint activities.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

- Regulations for Barrier Free Facilities, Chapter 51.50 WAC.
- 2) United States Department of Housing and Urban Development (HUD)
- Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing (June 1995 with a 1997 revision of Chapter 7)
- 3) Program Delivery/Financial Management
- Functions Guidelines for Finance and Compliance Audit of Federally Assisted Programs (GAO).
 - Standards for Audit of Governmental Organizations, Programs, Activities.
 - Audits 24 CFR part 570.492, 493, as applicable.
 - Uniform Administrative Requirements for Grants and Agreements with Nonprofit Organizations, OMB Circular A-110.
- 4) Affirmative Action/Laws Against Discrimination
- Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 USC 2000d.
 - Nondiscrimination under Federal Grants and Programs, Rehabilitation Act of 1973, Section 504, 29 USC Section 794.
 - 39 CFR, Part 777.22, Relocation Assistance for Displaced Persons, Displaced Persons - Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, Public Law 91-846.
 - Creating a National Women's Business Enterprise Policy, Executive Order 12138, 44 FR 29637.
 - Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.
 - Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR part 100.
 - Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Chapter 8.
 - Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 USC Section 794.
 - Nondiscrimination and Equal Opportunity, 24 CFR Part 583.
 - Nondiscrimination in Federally Assisted Programs, 10 CFR part 1040.
 - Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 USC 2000e, as amended by Executive Order 11375, 41 CFR 60.
- 5) Environmental Standards
- National Environmental Policy Act of 1969, 42 USC 4321 et seq. and the implementing regulations of 24 CFR 58 (HUD) and 40 CFR 1500 - 1518 (Council on Environmental Quality).
 - Lead-Based Paint Poisoning Prevention Act, 42 USC 4821-4846.
 - Lead-Safe Housing Rule, 24 CFR 35.
 - Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.
 - Flood Disaster Protection Act of 1973, 42 USC 4001-4128.
- 6) Notification Concerning Historic Places Identification
- National Historic Preservation Act of 1966, as amended (16 USC 469a-1 et seq. and 470).
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment; 1971, as amended.
- 7) Labor, Safety and Building Code Standards
- Federal Fair Labor Standards Act, 29 USC, Chapter 8.
 - Contract Work Hours and Safety Standards, 40 USC Subtitle II, Part A, Chapter 37.
 - All rental units assisted with federal funds must satisfy the requirements of applicable local, state, federal housing code requirements for the duration of the affordability period.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

- 29 CFR 1926.62, Lead in Construction.
- 8) Minority and Women-Owned Business Enterprises
 - Creating a National Women's Business Enterprise Policy Executive Order 12138, 44 FR 29637, 3 CFR.
 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR Chapter 60.
 - Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631, and 41 CFR 1-1.1310-2(a).
- 9) Notification Concerning Historic Places Identification
 - National Historic Preservation Act of 1966, as amended (16 USC 469a-1 et seq. and 470).
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment; 1971, as amended.
- 10) Notification Concerning Violating Facilities
 - Environmental Protection Agency, 42 USC, Sec. 4321 et seq.
- 11) Political Activity
 - Executive Order 12250, 28 CFR 41.
 - Certification Regarding Lobbying, 24 CFR 87, Appendix A to Part 87.
 - Lobbying and Disclosure, 31 USC 1352.

DOCUMENTED ELIGIBILITY

No services shall be provided on a dwelling unit without documentation that the occupants are eligible for assistance under this program.

DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local program and available for review. Such documents shall include, but not be limited to:

- 1) Articles of Incorporation/Tribal Charter
- 2) By-laws
- 3) IRS Nonprofit Status Certification
- 4) Insurance and Bonding Policies Required by the Grant

GRANTEE MONITORING AND QUARTERLY PERFORMANCE REVIEW

On-site monitoring of the Subgrantee's Lead Hazard Control program shall be performed annually by COMMERCE. More frequent Subgrantee monitoring is driven by risk and need.

Monitoring visits include, but are not limited to:

- 1) Inspection of completed projects.
- 2) Program systems review.
- 3) Organizational business practices.

The Subgrantee shall complete units efficiently, cost-effectively, and within COMMERCE standards. COMMERCE will review the Subgrantee's performance periodically by comparing:

- 1) Estimated units as listed in the current HUD LHC Plan.
- 2) Rate of expenditure to time remaining within the grant period.
- 3) Timely submittal of the Quarterly Report.
- 4) Monthly submittals of Requests for Reimbursement.

Failure to meet these expectations may result in COMMERCE taking appropriate actions including, but not limited to, withholding payments under this Grant.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

LEGAL RESIDENT STATUS ELIGIBILITY SCREENING

The Subgrantee shall provide assistance and services to all qualified aliens (legal immigrants) if they meet other Lead Hazard Control Program requirements.

The Subgrantee, if designated a local government agency, must conduct citizen status verifications of applicants when the Department of Justice publishes Proposed Rule 63 FR 41662 (Proposed Rule on Verification of Eligibility for Public Benefits). As of this date this final rule has not been issued.

PERFORMANCE STANDARDS AND LICENSING

The Subgrantee shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standard or criteria established by COMMERCE to assure quality of services necessary for the performance of the Grant and additional requirements contained in all documents incorporated by reference in the Grant.

The Subgrantee shall include these requirements in all approved sub-grants.

PRIORITY POPULATIONS AND OUTREACH ACTIVITIES

As funds allow, the Subgrantee shall assist households that meet eligibility criteria. The Subgrantee shall conduct outreach activities designed to inform eligible households of the Program.

Priority is given to identifying and providing lead hazard control assistance to the dwelling units of:

- 1) Presence of children with elevated blood lead levels (must be under six years if single family unit owner occupied).
- 2) Units built prior to 1978 and contain lead-based paint hazards
- 3) Units occupied by children under six years of age
- 4) Units identified by a local health department
- 5) Units ear-marked for existing renovation programs
- 6) Condition of the structure or value of the unit
- 7) Families gross income owner occupied and tenants must be at or below 80% of the median income level for the county.
- 8) The housing unit mortgage and tax payments are current
- 9) Lead hazard control work is within the program's scope and budget
- 10) Applicant agrees to participate in the program.

RECORDS MAINTENANCE

The Subgrantee shall maintain copies of all reimbursement requests by subgrantees for eligible dwelling units with funds provided under this Grant.

The Subgrantee shall maintain records which disclose all costs for Lead Hazard Control by dwelling unit. Where multiple funding sources are used, separate costs by funding source shall be either:

- 1) Identified for program operation, health and safety, Lead Hazard Control-related repair, total costs, and average costs per unit.
- 2) Distributed based on a documented cost allocation plan.

The share of costs borne by each party or grant shall be recorded. All revenues and reimbursements received by the Subgrantee shall be recorded by source and amount.

See Records Maintenance, GENERAL TERMS AND CONDITIONS.

TREATMENT OF HOMEOWNERS AND RENTERS

To the extent possible, the Subgrantee shall treat homeowners and renters equitably.

SPECIAL TERMS AND CONDITIONS GENERAL GRANT

No rental unit shall participate in the lead hazard control program without written permission of the owner.

Rents shall not be raised because of the increased value of the dwelling unit for three years following completion of the work. Benefits of Lead Hazard Control assistance will accrue primarily to low-income tenants and not result in an undue or excessive enhancement of the value of the dwelling unit.

VOLUNTEERS

The Subgrantee shall make a reasonable effort to use volunteers and other training or work program participants to supplement staff costs under this program.

WRITTEN POLICIES, PROCEDURES, AND GUIDELINES

Written policies, procedures, and guidelines consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Subgrantee and available for review. Such policies, procedures, and guidelines shall include, but not be limited to:

- 1) Personnel
- 2) Job Descriptions
- 3) Organizational Chart
- 4) Travel
- 5) Fiscal Management
- 6) Affirmative Action Policy and Plan, including
 - a) Location of facilities and accessibility to target populations.
 - b) Provision for bilingual employees or volunteers, as appropriate

9. FEDERAL REQUIREMENTS

Conflicts of Interest and Kickbacks

Subgrantees, their employees and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties.

Subgrantees, their employees and board or committee members shall not have or acquire any interest, direct or indirect, which would conflict with the performance of services under this Grant. The Subgrantee shall not employ or subgrant with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee.

The Subgrantee is prohibited from inducing, by any means, people employed under this Grant or a subgrant to give up any part of the compensation to which they are otherwise entitled. (See Anti-Kickback Act, 18 USC 874.)

Project Director

Federal regulations require that COMMERCE be notified in writing prior to the designation of a new Project Director or a significant change in the responsibilities of the Project Director.

Treatment of Assets

The Subgrantee shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies.

The Subgrantee shall take the following actions to secure the financial interest of COMMERCE in items purchased with federal funds awarded to local agencies pursuant to this Grant:

1. The Subgrantee shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies. A Grantee which is a local government shall keep property records in accordance with OMB Circulars A-102,

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT**

Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Grant. A Subgrantee which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this Grant.

2. A Non-Expendable Equipment Inventory Report shall also be submitted to COMMERCE as required. COMMERCE's interest in equipment purchased under this Grant and prior grants from the same funding source is automatically transferred forward to the next grant year at the close of this Grant period.
3. In the event of loss, destruction, or damage to any property purchased under this Grant, the Subgrantee shall notify COMMERCE and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by COMMERCE, the Subgrantee shall surrender to COMMERCE all property purchased under this Grant prior to settlement upon completion, termination, or cancellation of this Grant.
4. All purchases of equipment with a useful life of more than two years and an acquisition cost of \$5,000 or more per unit require prior COMMERCE approval.

Work Hours and Safety Standards

The Subgrantee shall compute the wages of every laborer on a project financed by funds under this Grant on the basis of a standard workday of eight hours and a standard work week of 40 hours, unless otherwise specified in a labor management agreement or the personnel policies of the Subgrantee.

No laborer shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health or safety. See Work Hours and Safety Standards Act, Sections 103 and 107, 40 USC §§ 327-330, and Department of Labor regulations at 29 CFR Part 5.

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Cognizant State Agency" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency that contributes the largest portion of federal financial assistance to the sub-recipient.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "**Sub-Grantee**" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Contractor" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate agreement with the Grantee.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors and contractors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the Grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- J. "Client" is a household that meets income eligibility guidelines and is eligible for assistance under this Grant.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

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

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

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

5. APPROVAL

This Grant shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

6. ASSIGNMENT

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

7. ATTORNEYS' FEES

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

8. AUDIT

A. General Requirements

Subgrantees are to procure audit services based on the following guidelines.

The Subgrantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Subgrantee all disallowed costs resulting from the audit.

As applicable, Subgrantees required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subgrantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Subgrantees expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Subgrantees to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor contract number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

If the Subgrantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subgrantee in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

In any case, the Subgrantee's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Subgrantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Subgrantee's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum St SE, Bldg 5, 4th Floor
PO Box 42525
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Subgrantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Subgrantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, state, or local) terminated for cause of default.

B. Where the Subgrantee is unable to certify to any of the statements in this grant, the Subgrantee shall attach an explanation to this Grant.

C. The Subgrantee agrees by signing this grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

- D. The Subgrantee further agrees by signing this grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Subgrantee certifies, by signing this subgrant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier Subgrantee is unable to certify to any of the statements in this Grant, such Subgrantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.
- F. Subgrantees should review the Excluded Parties List System (<https://www.sam.gov/portal/public/SAM>) before determining if a prospective contractor is considered responsible.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Subgrantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Subgrantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Subgrantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Subgrantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subgrantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Subgrantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Subgrantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subgrantee shall make the changes within the time period specified by COMMERCE. Upon request, the Subgrantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Subgrantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Subgrantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. COPYRIGHT PROVISIONS

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

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

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

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

13. DISALLOWED COSTS

The Subgrantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantees.

14. DISPUTES

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

The request for a dispute hearing must:

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

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

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

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

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

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

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

15. DUPLICATE PAYMENT

The Subgrantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

16. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Subgrantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

17. GOVERNING LAW AND VENUE

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

To the fullest extent permitted by law, the Subgrantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant. The subgrantee's obligation to indemnify, defend, and hold harmless includes any claim by the Subgrantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Subgrantee's obligation to indemnify, defend, and hold harmless shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Agreements shall include a comprehensive indemnification clause holding harmless the to subgrantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

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

18. INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Subgrantee's performance or failure to perform the Grant. The Subgrantee's obligation to indemnify, defend, and hold harmless includes any claim by the Subgrantee's agents, employees, representatives.

The Subgrantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Agreements shall include a comprehensive indemnification clause holding harmless the Subgrantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

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

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

19. INDEPENDENT CAPACITY OF THE SUBGRANTEE

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

20. INDUSTRIAL INSURANCE COVERAGE

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

21. LAWS

The Subgrantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC 12101, *et seq.*

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

Minority Business Enterprises, 15 USC 631, and 41 CFR Chapter 60.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352, 42 USC, Chapter 21.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

Cost Principles Applicable to Grants and Contracts with State, Local, and Indian Tribal Governments. OMB Circular A-87, 2 CFR Part 225, Subpart A, Ch. II, part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, 2 CFR Part 230. (if the Subgrantee is a nonprofit organization).

Grants and Cooperative Agreements with State and Local governments for State, Local and Indian Tribal Governments, OMB Circular A-102. Grants Management Common Rule (State and Local Government) 24 CFR Parts 24, 85, 87.

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

25. POLITICAL ACTIVITIES

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

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

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

26. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Subgrantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Grant.

A Subgrantee which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Grant.

The Subgrantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Subgrantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Agreements shall be made only with reasonable care and with contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Subgrantees selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant Management to ensure Subgrantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

27. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

28. PUBLICITY

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

29. RECAPTURE

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

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

30. RECORDS MAINTENANCE

The Subgrantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Subgrantee shall retain such records for a period of six years following the date of final payment.

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

31. REGISTRATION WITH DEPARTMENT OF REVENUE

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

32. RIGHT OF INSPECTION

At no additional cost all records relating to the Subgrantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Subgrantee shall provide access to its facilities for this purpose.

33. SAVINGS

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

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

34. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

35. SURVIVAL

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

36. TAXES

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

37. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Subgrantee failed to comply with any term or condition of this Grant, COMMERCE may terminate the Grant in whole or in part upon written notice to the Subgrantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Subgrantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Subgrantee in whole or in part, or may restrict the Subgrantee's right to perform duties under this Grant. Failure by the Subgrantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Subgrantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Subgrantee did not fail to comply with the terms of the Grant or when COMMERCE determines the failure was not caused by the Subgrantee's actions or negligence.

If the Grant is terminated for cause, the Subgrantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

38. TERMINATION FOR CONVENIENCE

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

39. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Subgrantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C. Assign to COMMERCE all of the rights, title, and interest of the Subgrantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Subgrantee to settle such claims must have the prior written approval of COMMERCE; and

**COMMERCE-WIDE GENERAL TERMS AND CONDITIONS
GENERAL GRANT**

- D.** Preserve and transfer any materials, Grant deliverables and/or COMMERCE property in the Subgrantee's possession as directed by COMMERCE.

Upon termination of the Grant, COMMERCE shall pay the Subgrantee for any service provided by the Subgrantee under the Grant prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Subgrantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

40. WAIVER

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

DRAFT

Scope of Work

The program intent is to provide opportunities for low income families to access safe and affordable housing through the Lead Hazard Control Program. A minimum of 10 units will be made lead safe and 90% of those units will be occupied or visited by children under six years of age. The program and sub grantees will continue to work to educate the general community regarding the risks and effects of lead based paint poisoning on children under six years of age and the measures that can be taken to eliminate the risks for children and adults. 10 units are covered by this contract.

1. PROGRAM MANAGEMENT – FINANCIAL MANAGEMENT / ACCOUNT / BUDGET
 - a. Review bills, and prepare and submit monthly billings as authorized in a timely manner. Retain supporting documentation.
 - b. Provide contract closeout report.

2. PROGRAM DELIVERY – LEAD HAZARD CONTROL SERVICES
 - a. Per the *Policies and Procedures for Managing the Washington State Lead Hazard Control Program* perform risk assessments on dwelling units of income eligible households; provide Lead Hazard Control-related repairs identified during risk assessments to eligible units; and provide needed Lead Hazard Control services identified during assessments including but not limited to blood level testing and educational outreach.
 - b. Maintain accounting records of expenses.
 - c. Ensure staff's required technical trainings and certifications are current.
 - d. Maintain accurate and complete cost accounting for each lead hazard control unit.
 - e. Maintain accurate and complete client files as per the *Policies and Procedures for Managing the Washington State Lead Hazard Control Program*.

Budget

Lead Hazard Control (Please see matrix, below.)	\$ 1,026,000
Healthy Homes	\$ 30,000
Administration (5%)	\$ 51,300
Minimum Match from Other Sources(10% of Lead Hazard Control)	\$ 102,600
TOTAL from Commerce	\$ 1,107,000

Lead Hazard Control

Lead Hazard Control Activity	Description	Cost	Guidelines
Paint Inspection/Risk Assessments (Includes Environmental Sampling)	Identification of lead-based paint and lead-based paint hazards; lab analysis; remediation recommendations	\$ 750	Flat Fee
Interim Control Project (or abatement in rare cases) (May Include up to \$997.00 in Staff Costs)	Paint stabilization, soil segregation, lead-dust cleaning	\$11,500	Average Cost
Clearance Test (One Test Paid for from Grant; Includes Environmental Sampling)	Visual and dust-wipe procedures, lab analysis	\$ 300	Flat Fee
Child Blood Level Test (One Test Paid for from grant)	Draw and analysis	\$ 90	Up to this number
Relocation Costs (In grant \$125 per day for 4 people for 10 days or \$1250 was given; not all projects were estimated to receive relocation funds. If costs for relocation in a project go higher than this amount, the rehab program paired with this grant program will pay them.)	Temporary housing and meals for occupants during lead hazard control: Family of 4 - \$120 per day for 4 days.	\$ 480	Up to this number
TOTAL from Commerce		\$13,120	Total Project Costs



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	PRO 2010-0034
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2010134
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13256
Agenda Item Name	0370-CHANGE ORDER 2 - RED DIAMOND		

Agenda Wording

Change Order No. 2 to Contract with Red Diamond Construction for Oak Street from Inland Empire Way to 28th Avenue; with an increase of \$16,300.00 plus tax and no working days (Total cost-to-date \$204,690.27).

Summary (Background)

Due to the profile of the finish grade of the new roadway, the existing water main was required to be removed, lowered and replaced with a new 6" main. This change order includes resetting one fire hydrant and excavation and backfill of a water service reconnection. Total amount of Change Orders to date is \$23,998.23 or 13%.

Fiscal Impact	Budget Account
Expense \$ 17,718.10	# 4100 49490 94000 56501
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>	
<u>Division Director</u>	CHESNEY, SCOTT	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		rdykes@spokanecity.org	
		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

CITY OF SPOKANE
CONSTRUCTION MANAGEMENT

LEGISLATIVE CHANGE ORDER AGREEMENT NO. 2

RED DIAMOND CONSTRUCTION

2010134



OAK ST - INLAND EMPIRE TO 28TH

January 10, 2013

If this is a change to a Federal Aid Project and the amount authorized in the Local Agency Agreement is exceeded and federal funds are not available for this change, the Local Agency will assume the total cost of this Change Order. Federal Aid Number : _____

- Change ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
 Change proposed by Contractor

PROPOSED CHANGE

All work shall be performed in accordance with the appropriate section(s) of the Standard Specifications.

Due to the profile of the finish grade of the new roadway, the existing water main was required to be removed, lowered, and replaced with a new 6" main. This change order includes resetting one fire hydrant and excavation and backfill of a water service reconnection.

The amounts paid for *Bid Item #402 - "Remove and Replace Water Main" per lump sum* will be full compensation for all labor, equipment, and materials required. No (0) working days will be added to the contract time. No additional traffic control was required. There will be no additional payment for traffic control.

COST SUMMARY

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	INCR OR (DECR)
402	Remonve and Replace Water Main	1	LS	16,300.00	\$ 16,300.00
					CHANGE ORDER TOTAL : \$ 16,300.00

SIGNATURES

Endorsed By :  01-10-2013
CONTRACTOR DATE

Approved By :  1-10-2013
PRINCIPAL ENGINEER - CONSTRUCTION MGMT DATE

 2-25-13
DIRECTOR - ENGINEERING SERVICES DATE

DIRECTOR - PUBLIC WORKS AND UTILITIES DATE

Attest : _____
CITY CLERK DATE

~~_____
CITY ADMINISTRATOR DATE~~ *KB*

DAVID A. CONDON, MAYOR DATE

Approved as to form : _____
ASSISTANT CITY ATTORNEY DATE



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	PRO 2012-0008
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2010042
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13257
Agenda Item Name	0370-ADMINISTRATIVE RESERVE INCREASE-RED DIAMOND		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Red Diamond Construction, Inc., for 14th Avenue from Cuba Street to Havana Street and Cuba Street from 14th Avenue to 13th Avenue - for an increase of \$29,436.75 (see attached)

Summary (Background)

Exceptional costs, which are detailed in the attached briefing paper, caused an overrun of the Administrative Reserve. Therefore, it will be necessary to increase the administrative reserve an additional \$29,436.75 or 14.34%.

Fiscal Impact	Budget Account
Expense \$ 29,436.75	# 3350 99999 99999 18901
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	CHESNEY, SCOTT	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		rdykes@spokanecity.org	
		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

BRIEFING PAPER
Engineering Services Department
February 25, 2013

Subject:

Increase in Administrative Reserve for the 14th Avenue and Cuba Street LID project, #2010042.

Background:

During construction it was discovered that the subgrade was unsuitable for standard roadway construction. It was determined to modify the design by raising the roadway grade 6" to allow a layer of imported ballast to stabilize the roadway. This revision increased the landscaping requirements. The increased cost for ballast and landscaping was \$15,000.

A segmental block retaining wall was constructed at one property after the design was completed, but prior to construction. The wall was dismantled and reset to allow construction of the project. The cost to dismantle and reset the wall was \$1,000.

There was a section corner shown on the plans which required retaining a Professional Land Surveyor. The cost for surveying services was \$750.

Drainage patterns in the new roadway caused storm water to enter private properties. After review, a unique new driveway design was developed to address this issue. Several driveways were replaced with this new design and the problem was corrected. Cost to replace these driveways was \$17,500.

A swale along Cuba Street washed out three separate times after construction completion. The storm water system was revised to collect the storm water in catch basins for disposal and the swale was leveled and sod was reset. The cost for the storm system revision and landscaping was \$10,000.

These exceptional costs caused an overrun of Administrative Reserves. To final the project we request authorization of an additional \$29,436.75 Administrative Reserves.

Impact:

\$49,962.01 increased cost to the project. 78% Bond LID Fund; 22% LID assessments.

Action:

Increase Administrative Reserve of the 14th Avenue and Cuba Street project by \$29,436.75.



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	CPR 1991-0134
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	MARNIE 625-6269	Project #	
Contact E-Mail	ARORHOLM@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 APPOINTMENTS TO THE FIRE CODE ADVISORY & APPEALS BOARD		

Agenda Wording

Appoint Beth Hodgson to serve a three-year term as the Design Professional representative to begin immediately and expire December 31, 2014.

Summary (Background)

Appoint Eric Dickson to serve an unexpired term as the Industrial Safety Professional representative to begin immediately and expire December 31, 2013. Reappoint Lewis Barbe to serve a three-year term as the Fire Protection representative begin immediately and expire December 31, 2014.

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

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal		jwestfall@spokanecity.org	
For the Mayor	SANDERS, THERESA	bwilliams@spokanefire.org	
Additional Approvals		ljones@spokanefire.org	
Purchasing		arorholm@spokanecity.org	



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	CPR 1992-0059
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	MARNIE 625-6269	Project #	
Contact E-Mail	ARORHOLM@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 APPOINTMENTS TO THE BICYCLE ADVISORY BOARD		

Agenda Wording

Appoint Seth Batista to serve a three-year term to begin immediately and expire on August 31, 2015. Appoint Betsy Lawrence to serve a three-year term to begin immediately and expire on August 31, 2015.

Summary (Background)

Appoint Dave Braun to serve a three-year term to begin immediately and expire on August 31, 2015.

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

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal		jwestfall@spokanecity.org	
For the Mayor	SANDERS, THERESA	gwencel@spokanecity.org	
Additional Approvals		schesney@spokanecity.org	
Purchasing		jquintrall@spokanecity.org	
		arorholm@spokanecity.org	



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	CPR 2012-0033
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	MARNIE 625-6250	Project #	
Contact E-Mail	ARORHOLM@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 APPOINTMENTS TO COMMUNITY, HOUSING & HUMAN SERVICES BOARD		

Agenda Wording

Appoint Mary Ann Rapp to serve a three-year term to begin immediately and expire on February 28, 2016.
Appoint Merry Jo Desmarais to serve a three-year term to begin immediately and expire on February 28, 2016.

Summary (Background)

*

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal		jwestfall@spokanecity.org	
For the Mayor	SANDERS, THERESA	jallard@spokanecity.org	
Additional Approvals		jmalla@spokanecity.org	
Purchasing		arorholm@spokanecity.org	

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

03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	RES 2013-0019
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	SALVATORE J. 625-6818
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	RESOLUTION APPROVING SETTLEMENT.

Agenda Wording

Resolution approving settlement of Frank Hoover, as Guardian ad Litem for Child A, et al. vs. City of Spokane, et al., Spokane County Superior Court Cause No. 10-2-00455-1, arising out of an incident on August 27, 2008.

Summary (Background)

This claim was settled through mediation.

Fiscal Impact		Budget Account	
Expense	\$ 613,700.98	#	5800-78100-14780-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	
Finance	LESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane and its employee, Charles W. Hanshaw, are named as defendants in litigation brought in the Spokane County Superior Court under the caption "Frank Hoover, as Guardian ad Litem for Child A, a minor child, and Daniel L. Donovan and Erica Rae Simons, individually and as Parents of Child A, Plaintiffs, vs. City of Spokane, a municipal corporation, and Charles W. Hanshaw and Jane Doe Hanshaw, husband and wife, Defendants," Cause No. 10-2-00455-1, arising out of an incident on August 27, 2008, in the City of Spokane, as more fully described in the Complaint filed in said cause; and

WHEREAS, the incident giving rise to injury occurred while Charles Hanshaw, a City employee, was performing his official duties requiring indemnification by the City, which was approved by City Council Resolution No. RES 2011-0048; and

WHEREAS, the City and the City's excess insurance carrier, Everest National Insurance Company ("Everest"), have determined to resolve all differences with claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of TWO MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00). The City of Spokane will pay the balance of its self-insured retention of no more than SIX HUNDRED THIRTEEN THOUSAND, SEVEN HUNDRED AND 98/100 DOLLARS (\$613,700.98), and Everest will pay the balance; and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to dismiss with prejudice their underlying lawsuit and any and all claims against defendants.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That the City of Spokane authorizes the payment to claimants, without admission of fault or liability, in the amount of no more than SIX HUNDRED THIRTEEN THOUSAND, SEVEN HUNDRED AND 98/100 DOLLARS (\$613,700.98). In return the claimants will provide a signed release fully extinguishing all claims in connection with the claim and dismiss with prejudice the above entitled underlying lawsuit filed in Superior Court Cause No. 10-2-00455-1, pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, insurers and contractors, inclusive of Charles Hanshaw, against all loss or liability in connection with said lawsuit and claim.

PASSED the City Council this _____ day of _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	RES 2013-0020
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 625.6258
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 PLAN COMMISSION 2013 WORK PLAN

Agenda Wording

A resolution regarding the City Council's approval of the Plan Commission's 2013 Work Program.

Summary (Background)

SMC 4.12.080 provides that the City Council will adopt by resolution an annual schedule, which will assign certain policy and planning issues for consideration by the Planning Commission. On February 21, 2013, the Plan Commission and the City Council met to discuss the Commission's 2013 Work Program. This resolution will adopt the Plan Commission's 2013 Work Program.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Resolution No. 2013-0020

A resolution regarding the City Council's approval of the Plan Commission's 2013 Work Program.

WHEREAS, pursuant to SMC 4.12.080, the City Council will adopt by resolution an annual schedule, which will assign certain policy and planning issues for consideration by the Planning Commission;

WHEREAS, SMC 4.12.080 further provides that the commission shall, when requested by city council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the city council its recommendations and a summary and analysis of the comments received from the public;

WHEREAS, the City Council and the Plan Commission met on February 21, 2013 to review and discuss the proposed Plan Commission 2013 Work Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby adopts the Plan Commission 2013 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Planning Commission for 2013.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Planning Commission, the Planning Director and the City Council liaison to the Planning Commission to coordinate the implementation of the work program.

ADOPTED by the City Council this _____ day of March 2013.

City Clerk

Approved as to form:

Assistant City Attorney

Plan Commission 2013 Work Program

Work Program	Commissioners	Lead City Staff	Status	Completion
Mandated				
1. 2013 Annual Comprehensive Plan Amendments (four)		Ken Pelton		4Q 13
2. Six-Year Programs (Water, Sewer, Storm water, Transportation)		Katherine Miller		3Q13
2013				
1. Urban Repositioning/ Growth Investment Program	Dennis Dellwo	Scott Chesney		1Q 13
2. I-502	K Brooks, M Ekins, D Dellwo, A Ernst	Ken Pelton		1Q13
3. 29th & Regal Neighborhood Center Positioning Plan		Louis Meuler		3Q 13
4. Twenty-Five Year Joint Growth Management Program		Scott Chesney		4Q 13
5. Main Avenue Revitalization Plan and Implementation Program		Louis Meuler		2Q 13
6. Form Based Code Recommendation		Louis Meuler, Julie Neff		2Q13
7. East Sprague Redevelopment Implementation Program		Teri Stripes		?
8. Update to Chapter 4, Transportation: Pedestrian Master Planning, Update Master Bike Plan, Complete Streets, Comprehensive Plan Healthy Communities Policies, Multi-Modal Concurrency and coordinate with STA and SRTC	Gail Prosser, Bob Mansfield, Kerry Brooks	Louis Meuler, Katherine Miller		4Q13
9. Neighborhood Plans		Jo Anne Wright, Nikole Porter		4Q 13
2014 – Started in 2013				
1. Comprehensive Plan update		Scott Chesney		4Q 14
2. Downtown Plan update				2Q 14
2015-2016				
Plan Commission Operational Goals for 2013				
1. Update Plan Commission's Rules of Procedure	PC			1Q13
2. Conduct PC new member orientation	Mike Ekins	Scott Chesney		1Q13
3. Conduct Plan Commission retreat.	Mike Ekins	Scott Chesney		1Q13
4. Schedule quarterly meetings between PC and City Council				2/21-5/16-8/15-11/21
5. Support ongoing Plan Commission member professional development.				Ongoing
6. Establish PC subcommittees as needed to research proposals.				Ongoing
7. Meet with Post Falls PC	Mike Ekins			1Q13

Revised 2/12/13

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

03/04/2013

Date Rec'd	2/20/2013
Clerk's File #	ORD C34964
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0620 CHAPTER 3.01 SMC DEPARTMENT ORGANIZATION

Agenda Wording

AN ORDINANCE relating to the executive and administrative organization of the City; adopting a new chapter 3.01A to title 3; and repealing chapter 3.01 of the Spokane Municipal Code.

Summary (Background)

The city charter provides that departments are created by ordinance. This ordinance codifies recent and future department changes to the City organization.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

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

Council Notifications

Study Session	
Other	
Distribution List	hlowe@spokanecity.org

Additional Approvals

Purchasing	

ORDINANCE NO. C34964

AN ORDINANCE relating to the executive and administrative organization of the City; adopting a new chapter 3.01A to title 3; and repealing chapter 3.01 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That chapter 3.01 SMC is hereby repealed.

Section 2. That there is adopted a new chapter 3.01A to title 3 of the municipal code to read as follows:

**Chapter 3.01A
Executive and Administrative Organization**

Sections

3.01A.100	Mayor
3.01A.110	City Administrator
3.01A.120	Mayor's Office Staff
3.01A.200	Departments and Offices - Establishment
3.01A.205	Departments – Rights, Powers and Duties
3.01A.210	Division Departments
3.01A.215	Accounting
3.01A.220	Asset Management Group
3.01A.225	Business and Developer Services
3.01A.230	City Attorney
3.01A.235	City Clerk
3.01A.240	Civil Service
3.01A.245	Community and Neighborhood Services
3.01A.250	Community, Housing and Human Services
3.01A.255	Engineering Services
3.01A.260	Finance
3.01A.265	Fire
3.01A.270	Fire Communications
3.01A.275	Fire Emergency Medical Services
3.01A.280	Fire Logistics
3.01A.285	Fire Operations
3.01A.290	Fire Planning and Information Management
3.01A.295	Fire Prevention
3.01A.300	Fire Training
3.01A.310	Fleet Services

3.01A.320	Historic Preservation
3.01A.330	Human Resources
3.01A.340	Management and Budget
3.01A.350	Management Information Services
3.01A.355	Neighborhood Services and Code Enforcement
3.01A.360	Parks and Recreation
3.01A.365	Planning and Development
3.01A.370	Police
3.01A.375	Police Business Services
3.01A.380	Police Communications
3.01A.385	Police Field Operations
3.01A.390	Police Investigations
3.01A.395	Police Public Information
3.01A.400	Police Tactical Operations
3.01A.410	Probation
3.01A.415	Public Affairs / Communications
3.01A.420	Public Defender
3.01A.430	Regional Emergency Communications Systems
3.01A.440	Retirement
3.01A.445	Risk Management
3.01A.450	Solid Waste Management
3.01A.460	Spokane Area Workforce Development Council Administration
3.01A.470	Spokane Regional Solid Waste System
3.01A.480	Street
3.01A.490	Treasurer's Office
3.01A.500	Utilities
3.01A.510	Wastewater Management
3.01A.520	Water and Hydroelectric Services
3.01A.600	Spokane Municipal Court
3.01A.610	Spokane Public Library
3.01A.620	Health

**Article I
Mayor**

3.01A.100 Mayor

- A. As provided in the City Charter, the mayor is the chief executive and administrative officer of the City with final authority over the employment, termination and assignment of all employees of the City, not including the elected officers, except that:
1. the appointment of the city attorney, the city clerk and the administrative heads of each department requires approval of the city council;

2. the appointment of the head of the department of parks and recreation requires the concurrence of the park board;
 3. the appointment of the head and assistant head of the retirement department requires the concurrence of the retirement board;
 4. the appointment of persons to positions within the classified service, and their discharge, must follow the procedures of the civil service system;
 5. the number of positions in the City government is determined in the annual budget;
 6. some individuals, such as the director of Spokane area workforce development council administration, the library director, chief examiner, and the clerk of the municipal court, are appointed or directed by a board or agency by charter, statute or intergovernmental contract;
 7. state law may impose a requirement, such as a license, for the performance of a particular function.
- B. The mayor may appoint such assistants, who are variously referred to as city administrator, division director, department director, or assistant director, as deemed necessary for the efficient operation of City government, subject always to city council approval of positions and salaries through the budget process.
- D. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- E. As provided in SMC 1.02.130, the mayor may delegate to assistants specific functions, authority and responsibility, including the signing of documents.
- F. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- G. As provided in SMC 1.02.130, the mayor may delegate specific functions, authority and responsibility, including the signing of documents.
- H. The mayor exercises direct supervision of the departments of communications and public affairs, retirement, and equal employment opportunity and contract compliance.

- I. The mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

3.01A.110 City Administrator

- A. Under the direction of the mayor, the city administrator performs a variety of administrative duties to assist the mayor in the direction of City operations, and represents the mayor at meetings and conferences and as otherwise directed. This office responds to questions and complaints from the public and the city council.
- B. The city administrator is responsible for planning, recommending, coordinating and administering a local, state and federal legislative program for the City of Spokane in accordance with legislative guidelines established by the city council. The office develops for council approval City legislative programs for the state and federal legislative sessions, represents the City before state and federal legislative bodies, and analyzes and submits reports to the mayor and the city council on state and federal legislation affecting the City.
- C. The city administrator is appointed and removed by the mayor.

3.01A.120 Mayor's Office Staff

The mayor may, subject to budget appropriation, appoint and remove office staff under his direction as necessary to support the performance of the executive and administrative duties of the mayor's office. The mayor's office provides staff to the several Sister Cities associations.

**Article II
Departments**

3.01A.200 Departments and Offices - Establishment

The executive branch of the City shall be organized into departments and offices, which are hereby continued, created, or established as follows:

3.01A.205 Departments – Rights, Powers and Duties

Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor.

3.01A.210 Division Departments

The following departments shall be considered as division departments:

- A. business and developer services
- B. city attorney
- C. community and neighborhood services
- D. finance
- E. fire
- F. parks and recreation
- G. police
- H. utilities

3.01A.215 Accounting

- A. The accounting department provides various accounting services, including accounts payable, accounts receivable, payroll, purchasing, inventory, and budget control, for the City administration and some joint governmental agencies. The department compiles and produces the City's combined annual financial statements. It disseminates and monitors financial policies and internal controls, and provides analysis and reporting.
- B. The director of accounting serves on the City investment board.
- C. The purchasing section is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; maintaining and accounting for inventories; and the disposal of surplus property. The director of accounting, or a designee, is a permanent member of the committee to receive bids.

3.01A.220 Asset Management Group

The asset management group provides focused leadership in maintaining and managing the City's hard assets. This include the parking system, right of way work, all infrastructure capital programs including how all these areas relate to the combined sewer overflow and storm water solutions.

3.01A.225 Business and Developer Services

The department of business and developer services oversees planning and programming for services to enhance the quality of life in the community. It promotes economic growth, redevelopment and developer incentives.

3.01.230 City Attorney

- A. The office of the city attorney renders legal advice, counsel and services to the mayor, the city council, all City administrative agencies and employees, and certain intergovernmental agencies. The office drafts, reviews and approves ordinances, resolutions, contracts and other legal instruments and documents; gives written and oral opinions and advice to all City officers and employees concerning City affairs; and represents the City in all judicial and administrative proceedings not in the charge of special counsel.
- B. The office of the city prosecutor is the criminal branch of the office of the city attorney. It is responsible for the prosecution of all misdemeanor crimes and civil infractions that occur within the City of Spokane. The office is involved in every phase of criminal and civil infraction law from beginning to end including preparation, diversion, filing, negotiation, resolution, adjudication, sentencing, and compliance. It is the mission of this office to promote justice, to prosecute crime and to protect citizens in the City of Spokane.
- C. The city attorney appoints and removes assistant city attorneys and city prosecutors; and designates a city prosecutor.

3.01A.235 City Clerk

- A. The city clerk is the secretary of the municipal corporation; performing functions as provided in various state statutes, the Charter, the municipal code, council rules of procedure and city policies and procedures.
- B. The city clerk acts as editor and publishes the *official gazette*.
- C. The city clerk acts as the City's records officer.
- D. The city clerk is a member of the fire pension board and of the police relief and pension board.

3.01A.240 Civil Service

- A. The civil service department provides clerical and administrative support to the civil service commission. The department performs duties required by article IV of the city charter, including job classification, examination, maintenance of eligibility lists, and the investigation and processing of applications and appeals.

- B. The chief examiner is the director of civil service and supervises the staff of the commission. The chief examiner is appointed by the civil service commission.

3.01A.245 Community and Neighborhood Services

The department of community and neighborhood services provides support and direction for the City's community-oriented departments. This support is accomplished through ensuring effective expenditure of local, state and federal funds to benefit low and middle income citizens; providing direct services to improve quality of life; sharing information and providing opportunities for citizens to be engaged in the city government decision making process; and ensuring the highest standards of customer service for City department's interactions with citizens.

3.01A.250 Community, Housing and Human Services

The community, housing and human services department, under the direction of the community, housing and human services board, administers federal, state and local grant programs to serve extremely low to moderate income citizens. The department provides staff support to the community, housing and human services board.

3.01A.255 Engineering Services

- A. The engineering services department is the design and construction arm of the City. It designs and manages construction of public street, sewer and water systems. It also assists private development by reviewing and approving plans, issuing permits for construction and inspecting infrastructure projects for compliance with federal, state and local requirements.
- B. The engineering services department also includes a traffic design group that coordinates transportation elements of projects designed in-house and by outside consultants. It also reviews transportation planning, street improvement proposals and transportation-related development issues.

3.01A.260 Finance

- A. The finance department manages the budget, supervises the internal/tax auditor, coordinates debt issuances and is responsible for establishing and maintaining sound fiscal management practices throughout the City.
- B. The chief financial officer shall attend all meetings of the city council finance committee, apprise the committee of the activities that he is responsible for and provide to the committee any information related to these activities that is requested. The chief financial officer shall also present to the committee changes in past practices or procedures or recommended ordinance amendments that he

deems necessary to maintain or increase the efficiency or effectiveness of the financial services division or the financial operations of the City.

- C. The chief financial officer shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial updates and budget updates.

3.01A.265 Fire

- A. The fire division, through various departments, provides the community with a number of services, including but not limited to:
 - 1. response to medical help, fires and other situations where the public calls for assistance;
 - 2. fire investigations, and code enforcement and engineering services augmented by public education, technical assistance for fire code compliance, inspections and safety assessments; and
 - 3. CPR and other educational classes.
- B. The fire chief is responsible for the leadership and management of the fire division and the various departments within the fire division.
- C. The fire chief or fire marshal is the "fire official" for enforcement of various federal and state fire codes, including fireworks and underground storage tanks.

3.01A.270 Fire Communications

The communications department's primary responsibilities are to receive calls through the Community's 9-1-1 system and dispatch appropriate resources to the public's request for assistance as well as to communicate with and provide documentation and other support to fire and EMS response agencies and their field units. Includes assuring that facilities, equipment and systems are in place and operational for interoperable communication to occur between the public and responders in order to support the mission of the fire division as well as fulfill the obligations to provide contract dispatching services to other fire agencies.

3.01A.275 Fire Emergency Medical Services

The fire emergency medical services department is responsible for the medical systems necessary to provide quality pre-hospital basic life support and paramedic level critical care. Includes the management and oversight of the 9-1-1 ambulance transport contract as well as participation in the coordination of the overall community emergency medical services system.

3.01A.280 Fire Logistics

The fire logistics department manages and maintains the emergency response fleet of specialized apparatus, equipment, physical buildings and inventory that are in place and necessary to support the fire division's mission.

3.01A.285 Fire Operations

The fire operations department primary responsibilities include response to fire, emergency medical services, rescue and other calls for service that typically occur through the community's 9-1-1 system. Consists of personnel and equipment deployed to field operations (stations and apparatus) as well as special operations and emergency incident management.

3.01A.290 Fire Planning and Information Management

The fire planning and information management department primary responsibilities are to develop and oversee the fire division's information technology plan and systems necessary to support the fire division's mission together with obligations to provide contract dispatching services to other fire agencies. Includes providing all aspects of information technology and information management services through development, purchase, installation and maintenance of routine and critical technological software and interoperable, secure infrastructure.

3.01A.295 Fire Prevention

The fire prevention department primary responsibilities are to manage and oversee the enforcement of the fire code and other applicable standards as well as other efforts to prevent injury and harm from fire and avoidable accidents. Includes the review of plans for new and remodel projects within the City; field inspections to insure compliance with required permits and codes; educational and other collaborative programs to minimize occurrence of fires, accidents and injuries in the community.

3.01A.300 Fire Training

The fire training department primary responsibilities are to lead and manage the training, educational and other systems necessary to assure operational readiness and compliance with governmental standards and regulations. Includes the management and oversight of the fire division's safety program.

3.01A.310 Fleet Services

The fleet services department has three sections:

- A. Equipment maintenance, which develops specifications for and administers the acquisition of motor vehicles and other rolling equipment, schedules and performs equipment maintenance and repairs, and maintains replacement schedules, rental rates and equipment history.
- B. Facilities maintenance, which provides preventive maintenance, emergency repairs, boiler inspections, minor repairs and other work on City facilities, coordinates major repairs and modifications by contract, reviews plans for new facilities, and maintains equipment inspection records as required by federal and state laws; and
- C. Communications management, which manages and maintains communications networks for the police, fire, water, engineering and other departments, develops specifications for equipment acquisition, ensures compliance with Federal Communications Commission requirements, maintains replacements schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.

3.01A.320 Historic Preservation

The office of historic preservation serves as staff to the historic landmarks commission, providing:

- A. current inventories of historic places;
- B. technical information on the proper preparation and processing of nominations to historic registers;
- C. design review for Spokane Register properties;
- D. assistance to applicants in the preparation of documentation for special valuation;
- E. technical assistance to City departments on projects impacting historic resources;
- F. review of projects for impacts on historic properties, including Section 106 review;
- G. technical information and referral regarding rehabilitation/restoration of local historic properties, as well as information pertaining to tax incentives for historic preservation.

3.01A.330 Human Resources

- A. The human resources department administers all aspects of employment and labor relations, except the responsibilities of the civil service system, for City employees and some employees of other local agencies by agreement.
- B. The department administers employee orientation; counseling and conflict resolution through the employee assistance program; safety, training and discipline programs; wage, salary and fringe benefits; employee benefits, unemployment and workers' compensation, continuous improvement, collective bargaining; recruitment of employees exempt from civil service; and a number of employee records.
- C. The department is responsible for all diversity and equal opportunity programs that pertain to City employment.

3.01A.340 Management and Budget

- A. The department of management and budget assists the chief financial officer in budget development and administration by review and analysis of the City's financial condition, reporting as needed on revenues and expenditures of the various departments. The department is responsible for coordinating the development of the annual budget, budget control, financial forecasting and planning, and the budget activities of all departments.
- B. This department also assists departments with research projects, cost/benefit analyses and similar fiscal management and planning; and manages the City's indirect cost allocation plan.
- C. The taxes and license section administers the City's business registration process and administers the City's various municipal taxes. Its responsibilities include processing applications, registrations and returns; and billing, collecting, accounting and auditing of fees and taxes.
- D. The director of management and budget oversees the risk management department functions.

3.01A.350 Management Information Services

- A. The management information services department is responsible for information technology application and system support, to include electronic mail, telephone system, network infrastructure, city web site, help desk, GIS, datacenter operations, and security and monitoring systems.
- B. The mail room services section collects and distributes interoffice mail and posts outgoing City mail including utility billing invoices.

- C. The reprographic services section provides full digital imaging and printing services for the City.

3.01A.355 Neighborhood Services and Code Enforcement

- A. The department of neighborhood services and code enforcement acts as the staff support for the neighborhood councils and community assembly, and primarily through these organizations, the citizens of Spokane.
- B. The department of neighborhood services and code enforcement serves as liaison between the legislative and executive branches of the City, the neighborhood councils and the community assembly.
- C. The code enforcement section coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws.

3.01A.360 Parks and Recreation

- A. The procurement, disposition, improvement and management of parks, playgrounds, designated boulevards, designated parkways, trees in streets and other rights-of-way, and other designated public places is vested in the park board. The park board and its committees perform their function through the department of parks and recreation. The park board is also authorized by Spokane city charter to adopt a budget for the parks and recreation department.
- B. The parks and recreation department serves as administrative staff to, and receives policy direction from, the park board and receives administrative direction from the mayor. The parks and recreation department performs a complement of duties at the direction of the park board, including but not limited to:
 - 1. design, development and maintenance of parks, gardens, the arboretum, swimming pools and recreational grounds and facilities;
 - 2. development and management of the urban forestry program;
 - 3. operation and management of the municipal golf courses;
 - 4. operation and development of a variety of recreational programs serving the public;
 - 5. operation, maintenance and promotion of grounds facilities and activities at Riverfront Park;

6. acquisition and long-range planning for future parks and open spaces as well as recreational services; and
 7. promotion, public relations, financial control and reporting.
- C. The municipal golf courses may be operated directly by the parks and recreation department or may be operated by licensed golf professionals under contract with the department.

3.01A.365 Planning and Development

- A. The planning and development department is responsible for preparation and maintenance of the comprehensive plan to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; and reviews development permits for compliance with land use codes.
- B. The department reviews and approves land use, civil, and building plans, makes zoning interpretations, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The "building official" is in the department and oversees all building code interpretations. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- C. Through the administration section, the department serves as staff to the plan commission, design review board and bicycle advisory board.

3.01A.370 Police

The police division through various departments is the primary law enforcement agency of the City with investigative, arrest and incidental powers over violations of federal, state and municipal laws, both criminal and traffic. In addition to patrol, surveillance, investigation and crime prevention education, division personnel perform administrative, communications, community relations, planning, records maintenance and training functions.

3.01A.375 Police Business Services

The police business services department is responsible for overall fiscal, human resources, and support services (records, property, planning, and fleet) to ensure the daily business and support operations of the police division.

3.01A.380 Police Communications

The police communications department is responsible for the police dispatch center, and responsible for the proper deployment of police division resources.

3.01A.385 Police Field Operations

The police field operations department is responsible for the personnel deployed to patrol, major crimes investigations, traffic, and specialized units for the day-to-day field operations for the police division.

3.01A.390 Police Investigations

The police investigations department leads the overall investigative resources for criminal cases in which the City of Spokane has overall jurisdiction.

3.01A.395 Police Public Information

The police tactical operations department is responsible for coordinating external communications with the public regarding the police division through the development of communication strategies and may serve as a media contact for the division.

3.01A.400 Police Tactical Operations

The police tactical operations department is responsible for the targeted crimes unit (detectives), patrol anti-crime teams, special investigations unit, property crimes and fraud detectives, abandoned auto unit, and special police problems.

3.01A.410 Probation

- A. The probation department supervises offenders placed on probation by the municipal court to ensure compliance with court orders, supervises conditions of pre-trial release, refers offenders to various community agencies for programs, facilitates evidence based programs proven to reduce re-offense, conducts pre and post sentence investigations, conducts financial screening for public defense services, works with law enforcement and community agencies to promote offender compliance and rehabilitation and promote victim and community safety.
- B. The chief of probation is appointed by the mayor after consultation with the presiding judge of municipal court and confirmed by the city council.

3.01A.415 Public Affairs / Communications

- A. The department of public affairs/communications informs citizens and employees about important City issues and provides opportunities for increased participation in government. Its efforts focus on three major areas:
 - 1. External communications with the public and the media;
 - 2. Internal communications with employees; and
 - 3. Media relations.
- B. The department uses a multi-media approach to provide information; the goal is to provide information in ways that are convenient for citizens and employees.
- C. Cable TV Channel 5.
 - 1. Through City personnel or by contract, the City produces programming for the City government channel (CityCable5) available under the cable television system franchise.
 - 2. The office of cable TV is operated by a City employee who is appointed by the mayor and confirmed by the city council.

3.01A.420 Public Defender

The office of public defender provides legal representation to indigent persons accused of misdemeanor and gross misdemeanor charges under the criminal and motor vehicle sections of the Spokane municipal code, who have been appointed by municipal court for representation. The office handles some county cases that have been conflicted to the City through agreement with the Spokane county public defender's office.

3.01A.430 Regional Emergency Communications Systems

The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.

3.01A.440 Retirement

- A. The retirement department is responsible for processing pensions for the Spokane employees retirement system and the LEOFF 1 police and firefighters'

pension plans. The department also oversees the investment funds for these pension plans.

- B. The director and the assistant director are appointed by the mayor with the concurrence of the Spokane employees' retirement board. The director's appointment is subject to confirmation by the city council.

3.01A.445 Risk Management

The risk management department monitors potential and actual claims incidents involving loss or liability to the City. It provides liaison with the City's claims adjusters and develops procedures, methods and practices designed to avoid and to more efficiently handle risks of loss.

3.01A.450 Solid Waste Management

The solid waste management department is responsible for collecting solid waste and recyclables generated in the City of Spokane and managing all other aspects of solid waste collection and related sanitation matters within the City except as assigned to the Spokane regional solid waste system department as allowed by law.

3.01A.460 Spokane Area Workforce Development Council Administration

See chapter 6.03 SMC.

The director and the assistant director are appointed by the mayor with the concurrence of the Spokane county board of county commissioners and the Spokane Area Workforce Development Council.

3.01A.470 Spokane Regional Solid Waste System

- A. The Spokane regional solid waste system department (regional system) handles solid waste disposal and related functions for solid waste generated in the City of Spokane not assigned to the solid waste management department. The regional system also handles solid waste disposal from other participating local government jurisdictions in incorporated and unincorporated areas of Spokane County pursuant to interlocal agreement.
- B. The regional system develops and administers recycling and composting programs and waste-reduction strategies for the City and participating local governments in Spokane County and provides staff support for the regional system liaison board. That board makes recommendations pursuant to interlocal agreements to the City and County regarding the management of regional system. Regional system programs include:
 - 1. waste-to-energy facility,

2. recycling,
3. composting,
4. transfer stations,
5. moderate-risk wastes,
6. long-haul disposal, and
7. administration.

3.01A.480 Street

- A. The street department is responsible for providing day-to-day safe and efficient movement of persons and goods throughout the City and for maintaining and preserving the City's public streets, bridges and traffic control devices. The department has two field operations sections: street maintenance and traffic operations.
- B. Street maintenance performs:
1. bridge maintenance and inspection;
 2. pavement management evaluations; and
 3. roadway maintenance, street sweeping, leaf removal, snow and ice control, and weed control.
- C. Traffic operations perform:
1. street signs and pavement markings installation, repair and maintenance;
 2. signals and lighting operations, repair and maintenance, cable system repair and maintenance;
 3. ITS operations and maintenance,
 4. street lighting inventory and design analyses;
 5. maintenance of city-wide traffic count program; and
 6. intersection visibility safety programs.

3.01A.490 Treasurer's Office

- A. The treasurer's office is responsible for receiving, investing, safekeeping and accounting for cash of the City; issuing, paying and redeeming City bonds; collecting local improvement district and parking and business improvement district assessments, utility bill payments, and accounts receivable payments and tax payments; accepting and paying City warrants; providing federal tax reporting on arbitrage; and billing, managing taxes and licenses.

- B. The city treasurer is a member of the fire pension board and the police relief and pension board. The treasurer also serves on the City investment board.

3.01A.500 Utilities

The utilities department manages the City's public utilities including water, wastewater, and solid waste, as well as, overseeing the City's vehicle fleet.

3.01A.510 Wastewater Management

The wastewater management department is responsible for managing all wastewater in the City, including stormwater.

- A. The sewer maintenance section cleans and maintains the public storm and sanitary sewer mains and pumps on-site private treatment facilities when requested.

- B. The water reclamation plant section operates and maintains the water reclamation plant and the pump stations and associated pressure lines. It is also responsible for the biosolids management program of the City.

- C. The department also operates a collection and treatment program for stormwater and assists with the promotion and design of on-site stormwater treatment and dispersion facilities.

3.01A.520 Water and Hydroelectric Services

- A. The water and hydroelectric services department operates and maintains the public water supply system, including fire protection via public fire hydrants, and hydroelectric generating plant.

- B. The director of water and hydroelectric services is appointed by the mayor and confirmed by the city council.

**Article III
Quasi-Departments**

3.01A.600 Spokane Municipal Court

- A. See chapter 5A.04 SMC.
- B. The clerk of the municipal court shall be appointed by the presiding judge of the municipal court upon a majority vote of judges present at a regularly scheduled judges' meeting. Under the direction of the presiding municipal judge, the clerk is responsible for the clerical functions of the court and for the operation of the municipal violations bureau.

3.01A.610 Spokane Public Library

- A. The Spokane public library, although an agency of the City of Spokane, is a separate statutory entity under chapter 27.12 RCW and other laws for certain purposes. As provided by state law, the board of trustees of the Spokane public library is the governing body of the municipal library system. The director of the library is the librarian, who is employed by and responsible to the board of trustees of the Spokane public library for all aspects of library administration and operation. By agreement the City performs budgeting, accounting and personnel administration services for the library.
- B. Whenever this code refers to "mayor" or "city council", such terms shall mean "librarian" and "library board of trustees", respectively, with respect to library matters. The term "employee" includes an employee of the Spokane public library, unless otherwise provided.
- C. Nothing in this code precludes the library board of trustees from adopting personnel, procurement, contracting and other policies pursuant to the authority of state law, including chapter 27.12 RCW and, specifically, RCW 27.12.210.

3.01A.620 Health

Any responsibility devolving upon the city health officer or, by similar terms, upon any local public health official, is the responsibility of the administrator of the Spokane Regional Health District as provided in chapter 6.04 SMC, and the administrator, as health officer, is empowered to enforce within the City all statutes and regulations of the government of the United States and the State of Washington and the ordinances and resolutions of the Spokane Regional Health District, Spokane County and the City and has, specifically, the right of entry and the inspection of all premises in the City as provided by law.

PASSED BY THE CITY COUNCIL on _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____

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

03/04/2013

Date Rec'd	2/20/2013
Clerk's File #	ORD C34965
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0620 POLICE DEPARTMENT

Agenda Wording

AN ORDINANCE relating to the Police Division; adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code.

Summary (Background)

This ordinance moves text about the police department from chapter 3.01 SMC which is being repealed to a new chapter of the municipal code.

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

Approvals		Council Notifications	
Dept Head	LOWE, HEATHER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	hlowe@spokanecity.org	
For the Mayor	SANDERS, THERESA	cmeidl@spokanecity.org	
Additional Approvals		fstraub@spokanecity.org	
Purchasing			

ORDINANCE NO. C34965

AN ORDINANCE relating to the Police Division; adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 3.10 to title 3 to read as follows:

**CHAPTER 3.10
POLICE DIVISION**

Sections:

- 3.10.010 Police
- 3.10.020 Police – Extra-Duty Employment.
- 3.10.030 Police Volunteer Force.

3.10.010 Police

- A. The chief of police heads the police division and the police volunteer force, and regulates the extra-duty employment of officers in private security.
- B. The police division is the primary law enforcement agency of the City with investigative, arrest and incidental powers over violations of federal, state and municipal laws, both criminal and traffic. In addition to patrol, surveillance, investigation and crime prevention education, division personnel perform administrative, communications, community relations, planning, records maintenance and training functions.
 - 1. The chief of the police division administers the Spokane police department and the police reserve force and has the authority to make rules and issue orders for the proper functioning of the division, consistent with law, council policy and the rules of the civil service commission.
 - 2. The commissioned members of the police division are, and have all the rights and authority conferred, by law, on law enforcement officers, peace officers and constables.
 - 3. Specifically, but without limitation, members of the police division have the duty and the power to investigate and arrest in connection with suspected violations of any law of the City, the State of Washington or the United States; to serve the process, writs and warrants of municipal court; and to enforce all orders issued in cases of emergency, including the establishment of cordon lines.

4. Upon the retirement of a member of the police division, the mayor is authorized and is directed to deliver over to such retiring officer, to become the officer's personal property, the pistol which, as a part of his service equipment, has been previously given over into the officer's custody; that such pistol shall, by such delivery, be considered an added extra compensation for his services to the City and, upon such delivery, shall become the personal property of such officer. This provision shall have continuing effect from year to year, and shall be considered a part of each and every annual appropriation ordinance to be made hereafter.
5. The division's noncommissioned employees are in many cases classified as specialists by virtue of the City's civil service classification system. Noncommissioned police employees are required to receive specialized training and certification from the State of Washington depending upon their assignments. They also work in shifts and are held to the same standards of on-duty conduct as commissioned police officers.

3.10.020 Police – Extra-Duty Employment.

- A. As part of the responsibilities of the chief of police to administer the police division, the chief is specifically authorized to regulate extra-duty service of commissioned officers in private security.
- B. Any officer wishing to be eligible for extra-duty employment of a security nature is required to enroll in the program, thereby agreeing to abide by the special regulations established in divisional policies and procedures.
- C. Any person wishing to employ one or more officers to perform private security services in their capacity as police officers must contract for the services of the officer(s) with the City through the chief of police. By such contract the employer will reimburse the City for the costs of the security services, including wages and benefits of the personnel, equipment and administration. Wages are paid to the officers through the City payroll system.
- D. As circumstances require, the chief may decline a contract or modify the terms proposed by the prospective contractor, including without limitation, to reduce or add to the personnel and equipment to be furnished.
- E. Each contract must contain provisions explaining that even while on extra-duty assignment police officers have a primary obligation to the City and are subject at all times to be called away from such extra-duty assignment for emergencies, overtime duty, special assignments, or other reasons.

3.10.030 Police Volunteer Force.

- A. Pursuant to city council resolutions and ordinance, the police division has been authorized to create and maintain a variety of volunteer forces including law enforcement explorer scouts, reserve police officers, senior and specialized volunteers and the utilization, via contract with the Spokane Community College system, of law enforcement co-op students and interns. A city council resolution authorizes the screening, appointment, training, scheduling, supervision and equipping of these volunteers in exchange for their voluntarily contributed hours of service to the citizens of the City of Spokane via the police department in many different categories and assignments. In some cases volunteers are reimbursed for expenses such as travel, meals, lodging and training costs. The City also provides the necessary uniforms and safety and other equipment for these volunteers to utilize in the course of their duties.
- B. A police reserve corps ("the reserve") is created and established as an organization composed of individuals who shall have been appointed and sworn in as members thereof by the chief of police or by a designated assistant chief. The number of members of the reserve may be increased or decreased by any number deemed advisable by the chief during any fiscal year but shall not exceed two hundred at any time. Members are volunteer workers only, serve gratuitously, and are not deemed to be employees of the City for any purpose.
1. The chief establishes the requirements for membership in the reserve and may include physical, mental, aptitude, personality inventory and character standards and the successful completion of a training program. The chief may require a physical examination to be given at the City's expense.
 2. Whenever a person has met all of the requirements and has certified that he has read the provisions of this section the chief may, but is not required to, appoint and swear in such person as a member of the reserve.
 3. The chief, with or without cause, may terminate the membership of any member at any time and any member may resign at any time by written notification to the chief. Any person who shall cease to be a member shall immediately surrender all property of the City issued to him.
 4. The chief of police has complete authority and control over the reserve. The chief may establish by order rules and regulations governing the reserve and its members, providing for the maintenance of discipline and the assigning of members to perform duties.
 1. Each member of the reserve serves at least two assigned shifts each calendar month.

2. Each member of the reserve, while on duty, has the same power and authority, except to the extent that the same may be restricted or limited by the chief, as a regular police officer. Each member at all times other than while serving as such does not have any status, power, authority or duties as a police officer or as a peace officer and may not represent himself, identify or hold himself out to be a police officer or a peace officer.

5. Each member of the reserve may be issued at City expense equipment including a regulation firearm, a uniform, a regulation police baton, a cap badge and a badge, and an identification card.
 - a. Each item issued to a member of the reserve remains the property of the City.

6. The offense of criminal impersonation, as defined in [SMC 10.07.021](#), includes impersonation of a member of the police reserve.
 - a. The mayor is authorized to include members of the reserve in the City's industrial insurance program as volunteers and to thereby provide medical aid benefits for injury proximately resulting from and suffered while on duty.
 - b. The mayor is directed to include members of the reserve among the officers and employees of the City whose actions are covered by the City's liability insurance. Members of the reserve have no other personnel benefits.

7. The mayor may cause members of the police reserve to be registered emergency services workers.

PASSED BY THE CITY COUNCIL on _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	ORD C34969
Renews #	

Submitting Dept	BUSINESS & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JAN QUINTRALL 625-6187	Project #	
Contact E-Mail	JQUINTRALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0780-ORDINANCE-WEIGHTS AND MEASURES		

Agenda Wording

An Ordinance relating to weights and measures amending and repealing certain SMC sections.

Summary (Background)

The ordinance changes will provide clarification of language in response to the elimination of the City of Spokane Weights and Measures Department. Spokane has transitioned the responsibility for consumer protection under the Weights and Measures requirements to the Washington State Department of Agriculture (WSDA). WSDA currently handles the weights and measures responsibilities for all areas in Washington, except the City of Seattle. (see attached)

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

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	TAYLOR, MIKE	Other	PCED 3/4/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	jwest@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
Purchasing			

ORDINANCE NO. C34969

AN ORDINANCE relating to weights and measures; amending SMC sections 1.05.170, 4.04.010, 4.04.020, 10.34.030, 10.34.050, 10.34.060, and 10.34.070; and repealing SMC sections 8.02.0219, 10.46.010, 10.46.020, 10.46.030, 10.46.040, 10.46.050, 10.46.060, 10.46.070, 10.46.080, 10.46.081, 10.46.082, 10.46.083, 10.46.084, 10.46.085, 10.46.086, 10.46.090, 10.46.100, 10.46.110, 10.46.120, 10.46.130, 10.46.140, 10.46.150, 10.46.160, 10.46.170, 10.46.180, 10.46.190, 10.46.200, 10.46.210, 10.46.220, 10.46.230, 10.46.240, 10.46.250, 10.46.260, 10.46.270, 10.46.280, 10.46.290, 10.46.300, 10.46.310, 10.46.320, 10.46.330, 10.46.340, 10.46.350, 10.46.360, 10.46.370, 10.46.380, 10.46.390, 10.46.400, 10.46.410, 10.46.420, 10.46.430, 10.46.440, 10.46.450, 10.46.460, 10.46.470, 10.46.480, 10.46.490, 10.46.500, 10.46.5001, 10.46.5002, 10.46.5003, 10.46.5004, 10.46.5005, 10.46.5006, 10.46.5007, 10.46.5008, 10.46.5010, 10.46.5011, 10.46.5012, 10.46.5013, 10.46.5014, 10.46.5015, 10.46.510, 10.46.520, 10.46.530, 10.46.540, 10.46.550, 10.46.560, and 10.46.570.

The City of Spokane does ordain:

Section 1. That SMC section 1.05.170 is amended to read as follows:

1.05.170 Penalty Schedule – Business Regulations

- A. For each subsequent violation by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

SMC 1.05.170 PENALTY SCHEDULE – BUSINESS REGULATIONS		
	Infraction	Violation Class
General		
<u>SMC 4.04.020</u>	Engaging in licensed activity without license	2
<u>SMC 4.04.060</u>	Failure to display license or insigne	3
<u>SMC 8.01.070</u> <u>SMC 10.40.020</u>	Engaging in business without registration or itinerant vendor license or permit	1
<u>SMC 8.12.020</u>	No amusement device license, no amusement device operators or owners license	3
<u>SMC 8.12.060</u>	No current list of amusement device locations	3

SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1
SMC 10.29.010(A)	Conducting an improper blasting operation	1
SMC 10.29.030	Heating mechanic	1
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1
SMC 10.34.020	Own, operate for-hire vehicle	2
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non-licensed for-hire driver to operate his or her vehicle	1
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.46.550	Install, repair weighing/measuring equipment	2
SMC 10.48.050	Failure to register alarm system	2
SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1
Fireworks		
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1
(Weights & Measures		
SMC 10.46.160	Method of Sale: General	3
SMC 10.46.170	Method of Sale: Meat	4
SMC 10.46.180	Method of Sale: Bread	3
SMC 10.46.190	Method of Sale: Flour, Meal, Grits	3
SMC 10.46.200	Method of Sale: Fluid Dairy Products	3
SMC 10.46.210	Method of Sale: Butter, Margarine	3
SMC 10.46.220	Method of Sale: Berries, Small Fruit	2
SMC 10.46.230	Delivery ticket for bulk deliveries sold by weight	4
SMC 10.46.240	Delivery ticket for heating oil	4
SMC 10.46.250	Method of Sale: Wood Fuel	4

SMC 10.46.250(E)	Wood fuel not seasoned and dry	2
SMC 10.46.250(F)	Method of Sale: Receipt of Wood Fuel	4
SMC 10.46.260	Weight of ice cream	2
SMC 10.46.280	Method of Sale: Thawed Frozen Products, label on frozen products	2
SMC 10.46.290	Labeling: Form of Identity Declaration	2
SMC 10.46.300 SMC 10.46.320	Labeling: Quantity Declaration	4
SMC 10.46.330 SMC 10.46.350 SMC 10.46.370 SMC 10.46.380	Labeling: Quantity Declaration, Units of Weight and Measure	2
SMC 10.46.360	Variations in quantity	3
SMC 10.46.390	Labeling: Price Advertising	4
SMC 10.46.400	Labeling: Declaration of Unit Price	2
SMC 10.46.410	Labeling: Declaration of Origin	2
SMC 10.46.420 SMC 10.46.490 SMC 10.46.5001 SMC 10.46.5014	Labeling: Form of required Declarations	4
SMC 10.46.5015	Labeling: Phosphorus Products	3
SMC 10.46.510(B)	Use of large commercial scale without inspection	2
SMC 10.46.510(C)	Use of device with broken seal, use of new device before inspection and approval	4
SMC 10.46.570(D)	Method of Sale: Remove, Tamper with Seal, Mark, Other Certification	4
SMC 10.46.570(E)	Improper disposal of weight, measure, other device	2
SMC 10.46.570(F)	Method of Sale: Sell, Offer for Sale Package, Other Commodity Ordered Removed	4
SMC 10.46.570(G)	Improper disposal of package, other commodity ordered removed	4
SMC 10.46.570(H)	Method of Sale: Take More, Give Less than Represented	4
SMC 10.46.570(I)	Distribute, sell, offer for sale commodity by a method which does not comply or is otherwise deceptive	4
SMC 10.46.570(I)	Distribute, sell, offer for sale commodity which does not comply or is otherwise deceptive	3

SMC 10.46.570(L)	Fail to obey lawful order of sealer	4--))
Fire Code		
IFC 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7 SMC 17F.080.060	Conducting regulated code activities, operations, functions without permit	2
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 2. That SMC section 4.04.010 is amended to read as follows:

4.04.010 Definitions

Words are to be given their usual meaning. The following terms and their derivations have the meaning given when used in this chapter. 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. The word "shall" is always mandatory and not merely directory.

- A. "Business" includes all kinds of activities and matters, together with the devices, machines, vehicles and appurtenances used therein, which are conducted in this city or anywhere else within the City's jurisdiction.
- B. "City" is the City of Spokane.
- C. "City council" is the city council of the City.
- D. "Insignia", or its singular number, "insigne", is any tag, plate, badge, emblem, sticker or any other kind of device required for use in connection with any license.
- E. "License" or "licensee" includes the words "permit" or "permittee" and means the privilege or the holder of any privilege, respectively, under this code or other law or ordinance.

- F. "License officer" is, unless otherwise designated in the case of a:
1. class I license, the finance director or his designee;
 2. class II or III license, the chief of police or his designee;
 3. license suffixed A, the finance director or his designee;
 4. license suffixed B, the building official or his designee;
 5. license suffixed D, the mayor or his designee;
 6. license suffixed E, the director of engineering services or his designee;
 7. license suffixed F, the fire official or his designee(;
 - ~~8. license suffixed S, the city sealer or his designee)).~~
- G. "Persons" is meant to include individual natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts or corporations.
- H. "Premises" is meant to include all lands, structures, places, the equipment and appurtenances connected or used in any business, and any personal property or fixture used in connection with any business.

Section 3. That SMC section 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in [Division II of Title 10 SMC](#), whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
1. peddling merchandise, and
 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:

1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
2. keeping of animals;
3. building relocation;
4. certain contracting;
5. commercial use and sale of fireworks;
6. private or special police;
7. dealing in used goods; and
8. ~~((weights and measures; and~~
- 9.)) operating for-hire vehicles. The for-hire license shall be issued by the City of Spokane taxes and licenses division to coincide with the issuance of the business registration through the Washington State business license service. The for-hire license will have the same renewal date as the business registration.

D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:

1. moving buildings;
2. operating cable television;
3. certain contracting;
4. collecting garbage or commercial recyclables ([SMC 13.02.0204](#));
5. distributing natural gas;
6. maintaining mechanical newspaper vendors;
7. parades, special events, and demonstrations;
8. operating telephone and telegraph equipment;
9. operating sidewalk cafes; and
10. doing commercial tree work.

Section 4. That SMC section 8.02.0219 is repealed.

Section 5. That SMC section 10.34.030 is amended to read as follows:

10.34.030 Vehicle License – Application

In addition to the requirements of [SMC 4.04.030](#), an applicant for a for-hire vehicle license must submit:

- A. proof of ownership or lessee’s interest in the vehicle;
- B. the name and address of the owner of the vehicle; a business address and daytime phone number that must be located within the County of Spokane;
- C. the make, model, year of manufacture, color, motor or vehicle identification number, state motor vehicle license number and state permit number of the vehicle;
- D. an insurance binder, naming the City as an additional insured, providing coverage for the term of the license applied for, in the minimum amounts of:
 - 1. one hundred thousand dollars for any recovery for death or personal injury by one person,
 - 2. three hundred thousand for aggregate personal injuries or deaths in any one occurrence, and
 - 3. twenty-five thousand dollars for damage to property.

The insurance liability limits herein shall be subject to automatic increase if the minimum coverage required by state law is increased for state for-hire vehicle permits, pursuant to chapter 46.72 RCW. Such policy shall provide minimum thirty days’ written notice to the City of the cancellation of the policy or change in the liability limits;

- E. a biannual emissions test certificate conducted by the department of ecology is required for vehicles five years of age or older and is to be presented to fleet services at the time of inspection for initial or renewal for-hire vehicle licensing, a copy of which shall be forwarded to and kept on file with City taxes and licenses division. Fleet services may require a new emissions inspection based on their vehicle inspection;
- F. the schedule or schedules of rates and charges in the form required by [SMC 10.34.070](#);

- G. inspection certificates issued by the:
 1. fleet services department for vehicle inspection,
 2. Washington state department of agriculture (~~((weights and measures))~~) for taximeter inspection, and
 3. the emissions certificate issued by the department of ecology.

The inspection certificates herein shall be required for both the initial issuance of a vehicle license and for the renewal of a vehicle license. The inspection certificates for vehicles and taximeters must indicate a date of issuance by the respective departments of not more than thirty days preceding the date of application for a license or the renewal of a license;

- H. proof of a current City business license;
- I. documentation or copy of FCC license and frequency used by dispatch service;
- J. vehicle inspections by fleet services and the Washington state department of agriculture (~~((weights and measures))~~) are to be scheduled by appointment in accordance with each department's operating policies;
- K. any changes in the above must be reported in writing to the licensing officer within fifteen days;
- L. licensee will establish a written dress code that will be adhered to by for-hire vehicle operators.
 1. A copy of this dress code will kept on file with the for-hire vehicle application in police records.
 2. Minimum standards as listed in [SMC 10.34.180\(U\)](#).

Section 6. That SMC section 10.34.050 is amended to read as follows:

10.34.050 Transfer

- A. A for-hire vehicle license is not transferable to another person.
- B. A for-hire vehicle license is transferable between vehicles of the same licensee for the remainder of the term for which it was issued.
 1. If a for-hire vehicle license is transferred to another vehicle, the for-hire vehicle license is to be installed (~~((by weights and measures))~~) upon satisfactory completion of the licensing process.

2. Fleet services will create a new inspection record for the new vehicle by for-hire license and vehicle identification number.
3. A notation will be made on the replaced vehicle inspection record and filed in accordance with fleet services policies.

Section 7. That SMC section 10.34.060 is amended to read as follows:

10.34.060 Equipment Requirements (Taxi)

- A. Every licensee of a "taxi" must keep each vehicle equipped with a taximeter that is mounted in such a manner as to be clearly readable to passengers.
 1. Each licensee shall submit each taximeter to inspection in accordance with the requirements of this chapter and all applicable ordinances of the City and in compliance with regulatory standards as adopted by the Washington state department of agriculture (~~division of weights and measures~~).
 2. No licensee may use a taximeter which has not been sealed by the Washington state department of agriculture (~~division of weights and measures~~) or has its seal broken or tampered with.
- B. Every licensee must display on every vehicle:
 1. the for-hire vehicle number approved by the license officer shall be in non-removable figures at least two inches high (of contrasting color with respect to the vehicle color) on both rear quarter panels and on the right side of the rear trunk so as to be visible from behind; an additional number shall be placed on the inside of the passenger compartment so as to be clearly visible to the customer;
 2. the name of the business or company to which the vehicle is licensed plainly printed in letters at least two and one-half inches high on both sides;
 3. the current year license decal (clearly visible) on the left side of the rear window, or if a license plate is used, installed on the left side of the rear trunk;
 4. the schedule or schedules of rates of fare conspicuously on the exterior of the vehicle and on a notice typewritten upon a contrasting background in at least twenty-four-point type posted in the passenger compartment;

- a. Where more than one rate is charged, both the interior and exterior notices must clearly specify when and/or under what conditions the respective rates will apply and must be clearly visible at all times;
 5. an approved notice from the Spokane police department that provides a contact number when the public would like to make a complaint regarding the cleanliness and safe operating condition of the vehicle; and
 6. The operator shall have available to customers a business card with the taxi complaint number on the card.
- C. The licensee must ensure that every vehicle in operation complies with emission standards, safety, and cleanliness regulations promulgated by the fleet services director.
- D. Every licensee must ensure that every vehicle is equipped with proper and serviceable seat belts for every passenger.
- E. Vehicle Color Scheme.
 1. The color scheme for all taxicabs affiliated with a taxicab association must be identical and conform with sample color photograph submitted to the licensing officer for approval.
 - a. In the event that a stripe is a component of the vehicle color scheme, it shall run the full length of the vehicle and shall not be less than three inches in width. In no event shall a stripe be the sole difference between color schemes.
 - b. The taxicab association logo, if any, shall be in a color which contrasts to the portion of the vehicle where the logo is placed. In no event shall the logo be the sole difference between color schemes.
 2. The color scheme and logo must be permanently affixed to the vehicle.
 3. All vehicles associated with a taxi company or dispatch service or belonging to the same company or association must be of the same color scheme and registered with police records.
 - a. No two companies may have the same color scheme.
 - b. Color schemes are to be approved by the licensing officer.
- F. Every taxi must have a top light that clearly indicates when the taxi is in service, with an on/off switch that can be controlled by the operator.

- G. The vehicle shall not be in service for more than three years of service or have exceeded three hundred fifty thousand miles on the vehicle's odometer.
- H. Licensees who field more than one taxi must utilize a radio or computer dispatching system or service.
 - 1. One-vehicle licensees may utilize telephone dispatch using hands-free equipment only.
 - 2. All phone records of each call for service and dispatch must be kept on file in accordance with this chapter.
- I. The chief of police, or the chief's designee, may assist the licensing officer in the administration of this chapter.

Section 8. That SMC section 10.34.070 is amended to read as follows:

10.34.070 Rates and Charges

- A. The City does not regulate the rates and charges of for-hire vehicles except to require that:
 - 1. they be uniform for all vehicles of the same color combination of a company,
 - 2. certain measures be taken before rates are changed, and
 - 3. the rate schedule include certain items.
- B. Before putting into effect changed rates, a licensee must file the new schedule or schedules with the license officer at least fifteen days in advance.
 - 1. If the new rate requires adjustment of the taximeter, the licensee may not use the new rate until the adjustment has been made and the meter resealed by the Washington state department of agriculture (~~weights and measures department~~).
 - 2. The licensee must withdraw any advertisement of the previous rates before using new rates.
 - 3. The licensee must post the new rate schedule or schedules in the vehicle as required by [SMC 10.34.060\(B\)\(4\)](#).
- C. A licensee must include in the required rate schedule charges for:

1. waiting time, on an hourly basis;
 2. initial drop on all trips including the first tenth of a mile;
 3. distance based on uniform increments of one-tenth of a mile;
 4. each additional passenger;
 5. additional baggage, per piece, not including baggage which can be carried on by the passenger.
- D. Any separate rates for service charged by the licensee must clearly specify when and under what conditions the respective rates will apply.
- E. A licensee may by written contract establish a fare for specific transportation different than the filed rate.

Section 9. That SMC section 10.46.010 is repealed.

Section 10. That SMC section 10.46.020 is repealed.

Section 11. That SMC section 10.46.030 is repealed.

Section 12. That SMC section 10.46.040 is repealed.

Section 13. That SMC section 10.46.050 is repealed.

Section 14. That SMC section 10.46.060 is repealed.

Section 15. That SMC section 10.46.070 is repealed.

Section 16. That SMC section 10.46.080 is repealed.

Section 17. That SMC section 10.46.081 is repealed.

Section 18. That SMC section 10.46.082 is repealed.

Section 19. That SMC section 10.46.083 is repealed.

Section 20. That SMC section 10.46.084 is repealed.

Section 21. That SMC section 10.46.085 is repealed.

Section 22. That SMC section 10.46.086 is repealed.

Section 23. That SMC section 10.46.090 is repealed.

Section 24. That SMC section 10.46.100 is repealed.

Section 25. That SMC section 10.46.110 is repealed.

Section 26. That SMC section 10.46.120 is repealed.

Section 27. That SMC section 10.46.130 is repealed.

Section 28. That SMC section 10.46.140 is repealed.

Section 29. That SMC section 10.46.150 is repealed.

Section 30. That SMC section 10.46.160 is repealed.

Section 31. That SMC section 10.46.170 is repealed.

Section 32. That SMC section 10.46.180 is repealed.

Section 33. That SMC section 10.46.190 is repealed.

Section 34. That SMC section 10.46.200 is repealed.

Section 35. That SMC section 10.46.210 is repealed.

Section 36. That SMC section 10.46.220 is repealed.

Section 37. That SMC section 10.46.230 is repealed.

Section 38. That SMC section 10.46.240 is repealed.

Section 39. That SMC section 10.46.250 is repealed.

Section 40. That SMC section 10.46.260 is repealed.

Section 41. That SMC section 10.46.270 is repealed.

Section 42. That SMC section 10.46.280 is repealed.

Section 43. That SMC section 10.46.290 is repealed.

Section 44. That SMC section 10.46.300 is repealed.

Section 45. That SMC section 10.46.310 is repealed.

Section 46. That SMC section 10.46.320 is repealed.

Section 47. That SMC section 10.46.330 is repealed.

Section 48. That SMC section 10.46.340 is repealed.

Section 49. That SMC section 10.46.350 is repealed.

Section 50. That SMC section 10.46.360 is repealed.

Section 51. That SMC section 10.46.370 is repealed.

Section 52. That SMC section 10.46.380 is repealed.

Section 53. That SMC section 10.46.390 is repealed.

Section 54. That SMC section 10.46.400 is repealed.

Section 55. That SMC section 10.46.410 is repealed.

Section 56. That SMC section 10.46.420 is repealed.

Section 57. That SMC section 10.46.430 is repealed.

Section 58. That SMC section 10.46.440 is repealed.

Section 59. That SMC section 10.46.450 is repealed.

Section 60. That SMC section 10.46.460 is repealed.

Section 61. That SMC section 10.46.470 is repealed.

Section 62. That SMC section 10.46.480 is repealed.

Section 63. That SMC section 10.46.490 is repealed.

Section 64. That SMC section 10.46.500 is repealed.

Section 65. That SMC section 10.46.5001 is repealed.

Section 66. That SMC section 10.46.5002 is repealed.

Section 67. That SMC section 10.46.5003 is repealed.

Section 68. That SMC section 10.46.5004 is repealed.

Section 69. That SMC section 10.46.5005 is repealed.

Section 70. That SMC section 10.46.5006 is repealed.

Section 71. That SMC section 10.46.5007 is repealed.

Section 72. That SMC section 10.46.5008 is repealed.

Section 73. That SMC section 10.46.5009 is repealed.

Section 74. That SMC section 10.46.5010 is repealed.

Section 75. That SMC section 10.46.5011 is repealed.

Section 76. That SMC section 10.46.5012 is repealed.

Section 77. That SMC section 10.46.5013 is repealed.

Section 78. That SMC section 10.46.5014 is repealed.

Section 79. That SMC section 10.46.5015 is repealed.

Section 80. That SMC section 10.46.510 is repealed.

Section 81. That SMC section 10.46.520 is repealed.

Section 82. That SMC section 10.46.530 is repealed.

Section 83. That SMC section 10.46.540 is repealed.

Section 84. That SMC section 10.46.550 is repealed.

Section 85. That SMC section 10.46.560 is repealed.

Section 86. That SMC section 10.46.570 is repealed.

PASSED BY THE CITY COUNCIL on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	ORD C34970
Renews #	

Submitting Dept	PLANNING SERVICES	Cross Ref #	
Contact Name/Phone	MARLA 625-6638	Project #	
Contact E-Mail	MPOWERS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650-ORDINANCE-CONDITIONAL USE PERMITS		

Agenda Wording

An Ordinance relating to Type II applications for Conditional Use Permits; and amending SMC sections 17C.110.110, 17G.060.050, 17G.060.120 and 17A.020.200

Summary (Background)

Changes in the development code to provide flexibility with processing Type II Conditional Use Permits and increased public process. Type II permits include conditional use permits for expansion/new buildings for daycares (more than 12 children), religious institutions, and schools in residential zones. The Spokane City Plan Commission held a workshop to study the proposed amendments on September 26, 2012 in addition to a yearlong process leading up to alternative (see attached)

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

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	CHESNEY, SCOTT	Other	Plan Commission
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	mpowers@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		schesney@spokanecity.org	
		jsacco@spokanecity.org	
		htrautman@spokanecity.org	

ORDINANCE NO. C34970

AN ORDINANCE relating to Type II applications for Conditional Use Permits; and amending SMC sections 17C.110.110, 17G.060.050, 17G.060.120 and 17A.020.200.

The City of Spokane does ordain:

Section 1. That SMC section 17C.110.110 is amended as follows:

17C.110.110 Limited Use Standards

A. The paragraph listed below contains the limitations and correspond with the bracketed [] footnote numbers from Table 17C.110-1.

1. Group Living.
This regulation applies to all parts of Table 17C.110-1 that have a note [1]. Group living uses are also subject to the standards of chapter 17C.330 SMC, Group Living.

a. General Standards.
All group living uses in RA, RSF, RTF, RTF, RMF and RHD zones, except for alternative or post incarceration facilities, are regulated as follows:

i. All group living uses are subject to the requirements of chapter 17C.330 SMC, Group Living, including the maximum residential density provisions of Table 17C.330-1.

ii. Group living uses for more than six residents are a conditional use in the RA and RSF zones, subject to the standards of chapter 17C.320 SMC, Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

iii. Group living uses for more than twelve residents are a conditional use in the RTF and RMF zones, subject to the standards of chapter 17C.320 SMC, Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

iv. Exception.
Normally all residents of a structure are counted to determine whether the use is allowed or a conditional use as stated in subsections (A)(1)(a)(i), (ii) and (iii) of this section. The only exception is residential facilities licensed by or

under the authority of the state of Washington. In these cases, staff persons are not counted as residents to determine whether the facility meets the twelve-resident cut-off above, for which a conditional use permit is required.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses regardless of size and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses. They are also subject to the standards of chapter 17C.330 SMC, Group Living.

2. Office.

This regulation applies to all parts of Table 17C.110-1 that have a note [2]. Offices in the RMF and RHD zones and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses and are processed as a Type III application.

3. Basic Utilities.

This regulation applies to all parts of Table 17C.110-1 that have a note [3]. Basic utilities that serve a development site are accessory uses to the primary use being served. In the RA, RSF and RTF zones, a one-time addition to an existing base utility use is permitted, provided the addition is less than fifteen hundred square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing base utilities uses are permitted in the RMF and RHD zones.

4. Community Service Facilities.

This regulation applies to all parts of Table 17C.110-1 that have a note [4]. In the RA, RSF and RTF zones, a one-time addition to an existing community services use is permitted, provided the addition is less than fifteen hundred square feet and three or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing community services uses are permitted in the RMF and RHD zones.

5. Daycare.

This regulation applies to all parts of Table 17C.110-1 that have a note [5]. Daycare uses are allowed by right if locating within a building or

residence, and providing services to no more than twelve (children or clients). Daycare facilities for more than twelve children are a conditional use and are processed as a Type II application in the RA, RSF and RTF zones. However, in the RSF zone, daycare centers up to forty children are permitted if locating within a building that currently contains or did contain a college, medical center, school, religious institution or a community service facility.

6. Religious Institutions.

This regulation applies to all parts of Table 17C.110-1 that have a note [6]. In the RA, RSF and RTF zones, a one-time addition to religious institutions is (~~are a~~) permitted, provided the addition is (~~under~~) less than one thousand five hundred square feet and fifteen or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The planning director may require a Type II conditional use permit application be processed as a Type III application when the director issues written findings that the Type III process is in the public interest. Applicants must comply with the requirements set forth in SMC 17G.060.050 prior to submitting an application. New buildings or additions to existing religious institutions uses are permitted in the RMF and RHD zones.

7. Schools.

This regulation applies to all parts of the Table 17C.110-1 that have a note [7]. In the RA, RSF and RTF zones, a one-time addition to schools is permitted, provided the addition is less than five thousand square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The planning director may require a Type II conditional use permit application be processed as a Type III application when the director issues written findings that the Type III process is in the public interest. Applicants must comply with the requirements set forth in SMC 17G.060.050 prior to submitting an application.

8. Agriculture.

This regulation applies to all parts of Table 17C.110-1 that have a note [8]. The keeping of large and small domestic animals, including bees, is permitted in the RA zone. See chapter 17C.310 SMC, Animal Keeping, for specific standards.

9. Wireless Communication Facilities.

This regulation applies to all parts of Table 17C.110-1 that have a note [9]. Wireless communication facilities are either permitted or require a conditional use based on location and type of facility. See chapter 17C.355 SMC, Wireless Communication Facilities.

Section 2. That SMC section 17G.060.050 is amended as follows:

17G.060.050 Community Meeting

- A. All Type III applications and Type II applications where indicated in Table 17G.060-3 are required to proceed through a community meeting. The applicant or their representative shall conduct a community meeting regarding the proposed application no more than one hundred twenty days prior to application and before the application is accepted by the City. Notice for the community meeting shall be posted fourteen days prior to the meeting. When a traffic study is required as a part of an application, the scoping meeting for a traffic study may be combined with the community meeting. Public notice of a community meeting shall be provided as required in SMC 17G.060.110 through 17G.060.120.
- B. The applicant shall provide a summary of the meeting consisting of the following at the time of submission of the application:
 - 1. An audio tape of the meeting proceedings.
 - 2. List of attendees.
 - 3. A copy of the notice of community meeting; and
 - 4. Affidavits of posting/mailing the notice.
- C. Other attendees of the community meeting may also submit a summary of the meeting issues to the decision-maker.

Section 3. That SMC section 17G.060.120 is amended as follows:

17G.060.120 Public Notice—Types of Notice

- A. Individual notice is given in writing by regular U.S. mail or by personal service.
 - 1. Notice is given to:
 - a. all owners and taxpayers of record, as shown by the most recent Spokane County assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of

the boundary of the subject property, including any property that is contiguous and under the same or common ownership and control (RCW 36.70B.040(2)). The department may expand the mailing to include areas adjacent to the access easements and areas on the opposite side of rights-of-way, rivers and other physical features;

- b. any person who has made a written request to receive such notice, including any registered neighborhood organization as defined in chapter 17A.020 SMC representing the surrounding area;
- c. any agency with jurisdiction identified by the director.

2. Individual and newspaper notices must contain the following information:

- a. Type I, II, and III project permit applications:
 - i. Location of the property sufficient to clearly locate the site.
 - ii. Description of the proposed action and required permits.
 - iii. Name, address, and office telephone number of the City official from whom additional information may be obtained.
 - iv. Applicant name and telephone number.
 - v. Statement that any person may submit written comments and appear at the public hearing, if applicable.
 - vi. A statement that comments will be received on environmental issues, any environmental documents related to the proposed action, the SEPA status, and the appeal deadline for SEPA.
 - vii. A statement that written comments and oral testimony at a hearing will be made a part of the record, if applicable.
 - viii. A statement, in bold type, that only the applicant, persons submitting written comments, and persons testifying at a hearing may appeal the decision.
 - ix. Date and time by which any written comments must be received on the notice of application; and
 - x. Date of the application and date of the notice of complete application.

- b. In addition, for Type III project permit application:
 - i. Notice of community meeting: Date, time, and place of the meeting.
 - ii. Notice of public hearing: Date, time, and place of a public hearing.

B. Sign.

Posted notice is given by installation of a sign on the site of the proposal adjacent to the most heavily traveled public street and located so as to be readable by the public. The director may require more than one sign if the site fronts on more than one arterial or contains more than three hundred feet of frontage on any street.

- 1. The posted notice sign must meet the following specifications:
 - a. It measures a minimum of four feet by four feet, but sign size may be increased in order to contain all of the required information.
 - b. It is constructed of material of sufficient weight and strength to withstand normal weather conditions.
 - c. It is white with red lettering.
- 2. Posted notices must contain the following information:
 - a. The first line of text on the sign in four-inch letters reads: "NOTICE OF COMMUNITY MEETING" or the applicable notice type.
 - b. The second line of text on the sign in three-inch letters reads: "PROPOSED CONDITIONAL USE PERMIT, File #Z----- -CUP" or some other appropriate description of the proposed action.
 - c. The third line of text on the sign in three-inch letters reads: "COMMUNITY MEETING ON/PUBLIC HEARING ON/COMMENTS DUE BY (date, time, and location)."
 - d. The remaining lines of text, in three-inch letters, read as follows depending on the proposal:

TABLE 17G.060-2 CONTENT OF PUBLIC NOTICE						
Application	Proposed Use	Proposed Zone	Proposed Standard	Project Name	Acreage	# of Lots
Type I	X					
Type II	X			X	X ¹	X ¹
Type III	X	X ²	X ³	X	X ¹	X ¹
¹ Preliminary plat, BSP, PUD, short plat ² Rezone ³ For applications which modify a development standard						

- e. The applicant (or agent) name and phone number, the SEPA status, and the deadline for appeal of the SEPA determination.
- f. The last line of text on the sign in three-inch letters reads: "FOR INFORMATION: (City contact telephone number)."
- g. The following figure illustrates a posted notice sign:

Example "A"

NOTICE OF PUBLIC HEARING
PROPOSED ZONE CHANGE, FILE #Z2003-01-ZC
PUBLIC HEARING ON: 1/1/2004 AT 9:00 A.M.
LOCATED: COUNCIL BRIEFING RM., CITY HALL
 Proposed Zone: C1
 Proposed Use: Warehouse
 Applicant/Agent: John Doe, Phone (509) 999-0001
 SEPA: DNS, appeal deadline 12/24/03
 FOR INFORMATION: (509) 625-6300

Example "B"

NOTICE OF SEPA/APPLICATION
BUILDING PERMIT, FILE #B0300001
PUBLIC COMMENT DUE: 1/1/2004 AT 9:00 A.M.
 Proposed Use: Commercial
 Applicant/Agent: John Doe, Phone (509) 999-0001
 SEPA: DNS, appeal deadline 12/24/03
 FOR INFORMATION: (509) 625-6300

- C. Posting.
Posting of the notice as a letter, identical in form and content to individual written notice, shall be posted at “official public notice posting locations,” including:
1. the main City public library and the branch library within or nearest to the area subject to the pending action;
 2. the space in City Hall officially designated for posting notices; and
 3. any other public building or space that the city council formally designates as an official public notice posting location, including electronic locations.
- D. Newspaper notice is published in a legal newspaper of general circulation. The contents of the newspaper notice are as prescribed in subsection (A)(2) of this section. Newspaper notices are published on the same day of two consecutive weeks, the first no later than the number of days specified for the particular application type specified in this chapter.
- E. Other Notification.
The hearing examiner, with respect to permit applications for non-site specific issues, such as essential public facilities, may require or provide for such alternative or additional notice as deemed necessary and appropriate to serve the public interest. A notification plan may be required of the applicant by the hearing examiner indicating the form and time of notice appropriate to the scope and complexity of the proposed project.

TABLE 17G.060-3 COMMUNITY MEETING, PUBLIC NOTICE, REVIEW OFFICIAL, AND EXPIRATION FOR LAND USE PERMITS								
Permit	Type	Community Meeting	Notice of Application	Notice of Public Hearing	Review Official	Hearing Required	City Council Review	Expiration Of Permit ¹
Building and Code Enforcement								
Building Permit	I	No	Legal / Individual	No	Building Official	No	No	180 days
Grading Permit	I	No	Legal / Individual	No	Building Official	No	No	180 days
Demolition Permit	I	No	Legal / Individual	No	Building Official	No ²	No	180 days
Planning Services – Current								
Binding Site Plan	II	No	Posted / Individual	No	Planning Director	No	No	5 years
Certificate of Compliance (CC)	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	None
CC	II	No	Posted /	No	Planning	No	No	None

			Individual		Director			
Conditional Use Permit (CUP)	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 years
CUP ⁴	II	No	Posted / Individual	No	Planning Director	No	No	3 years
Floodplain with SEPA	I	No	Posted / Individual	No	Planning Director	No	No	180 days
Floodplain Variance	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 Years
Long Plat	III	Posted / Individual	Posted / Individual	Newspaper / Posted / Individual	Hearing Examiner	Yes	No	5 years
Plans-in-lieu	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 years
Plans-in-lieu	II	No	Posted / Individual	No	Planning Director	No	No	3 years
PUD	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	Yes	5 years ³
Rezone	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	Yes	3 years
Shoreline SDP	II	No	Posted / Individual	No	Planning Director	No	No	Must Comply with WAC 173-27-090
Shoreline CUP	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	Must comply with WAC 173-27-090
Shoreline Variance	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	Must Comply with WAC 173-27-090
Short Plat	II	No	Posted / Individual	No	Planning Director	No	No	5 years
Skywalk	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	Yes	2 years
Variance	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 years

¹ NOTE: Approval expires after the specified time if no permit to develop the project is issued by the City of Spokane or building permit expires without completion of the improvements.

² NOTE: Public Hearing is required if the structure is on the National Historic Register.

³ NOTE: If a planned unit development is approved together with a preliminary plat, the expiration date for the planned unit development shall be the same as the expiration date of the preliminary plat.

⁴ NOTE: Conditional Use Permits required under SMC 17C.110.110 Limited Use Standards for Religious Institutions and Schools will complete posted/individual notification requirements for a Community Meeting.

Section 4. That SMC section 17A.020.200 is amended as follows:

17A.020.200 “T” Definitions

- A. Temporary Erosion and Sediment Control Measures.
Erosion and sediment control devices used to provide temporary stabilization of a site, usually during construction or ground disturbing activities, before permanent devices are installed.
- B. Temporary Sign.
A sign placed on a structure or the ground for a specifically limited period of time as provided in SMC 17C.240.240(G).
- C. Temporary Structure.
A structure approved for location on a lot by the department for a period not to exceed six months with the intent to remove such structure after the time period expires.
- D. Tenant Space.
Portion of a structure occupied by a single commercial lease holder with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.
- E. Through Pedestrian Zone.
The portion of a sidewalk that is intended for pedestrian travel and is entirely free of permanent and temporary objects.
- F. Tideland.
Land on the shore of marine water bodies between the line of ordinary high tide and the line of extreme low tide.
- G. Total Maximum Daily Load (TMDL).
A calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant’s sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non point sources. The calculation shall include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation shall also account for reasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support

(fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

- H. Tower (Wireless Communication Support Tower).
Any structure that is designed and constructed specifically to support a wireless communication antenna array. Towers include self-supporting towers, guyed towers, a single pole structure (monopole), lattice tower, and other similar structures.
- I. Tower Compound.
The area containing support tower and ground equipment. The fence surrounding the equipment is the outer extent of the compound.
- J. Tower Height.
The vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna.
- K. Tracking.
The deposition of sediment onto paved surfaces from the wheels of vehicles.
- L. Tract.
A piece of land created and designated as part of a land division that is not a lot, lot of record or a public right-of-way. Tracts are created and designated for a specific purpose. Land uses within a tract are restricted to those uses consistent with the stated purpose as described on the plat, in maintenance agreements, or through conditions, covenants and restrictions (CC&Rs).
- M. Traveled Way.
The area of street which is intended to carry vehicular traffic, including any shoulders.
- N. Type I Application.
An application for a project permit that is subject to an administrative approval and is not categorically exempt from environmental review under chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance chapter 17E.050 SMC, and does not require a public hearing. Type I applications are identified in Table 17G.060-1 in chapter 17G.060 SMC. These applications may include, but are not limited to, building permits and grading permits.
- O. Type II Application.
An application for a project permit that is subject to ~~((a quasi-judicial))~~ an administrative decision of a department director, that may or may not be categorically exempt from chapter 43.21C RCW (SEPA), ~~((but))~~ and does not require a public hearing. The Type II applications are identified in Table 17G.060-1 in chapter 17G.060 SMC. These applications may include, but are not limited to, short plats, binding site plans, or shoreline substantial development permits.

and some conditional use permits; provided, the planning director may require conditional use permits which are otherwise characterized as Type II applications under this title to be submitted and processed as Type III applications when the director issues written findings that the Type III process is in the public interest.

P. Type III Application.

An application for a project permit that is subject to a quasi-judicial decision of the hearing examiner that may or may not be categorically exempt from chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance chapter 17E.050 SMC and requires a public hearing. Type III applications are identified in Table 17G.060-1 in chapter 17G.060 SMC. These applications may include, but are not limited to, rezones, conditional use permits, preliminary long plats, or shoreline conditional use permits.

PASSED BY THE CITY COUNCIL on _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Amendments to the Spokane Municipal Code
Chapter 17C.110-Limited Use Standards; Chapter 17G.060-Land Use Application
Procedures; Chapter 17A.020-Definitions**

A recommendation from the City Plan Commission to the City Council to approve amendments to the Spokane Municipal Code Chapter 17C.110-Limited Use Standards; Chapter 17G.060-Land Use Application Procedures; Chapter 17A.020-Definitions.

Findings of Fact:

- A.** The Plan Commission has been asked to consider and make recommendations to the City Council on proposed amendments to Chapter 17C.110-Limited Use Standards; Chapter 17G.060-Land Use Application Procedures; Chapter 17A.020-Definition to allow for additional public notice and flexibility in permit processing for Type II permits.
- B.** Citizen input through the Community Assembly have indicated an interest in creating the opportunity for a more public process for Type II permits. Type II permits include conditional use permits for expansion/new buildings for daycares (more than 12 children), religious institutions, and schools in residential zones.
- C.** Amending the City's development code will include adding language allowing the Planning and Development Services Director to require a Type II permit application to be processed as a Type III permit application where a written finding of the public interest is issued by the director. Changes also include the requirement of a Community Meeting prior to submitting an application in order to increase clarity for specific Type II applications. A change to the definition of a Type II permit from quasi-judicial to administrative is also proposed. Non regulatory changes include adding Neighborhood Council to the routing for review of applications and enhanced multi-media tracking of public comments received and to provide up to date project status on the City of Spokane web site.
- D.** City of Spokane Comprehensive Plan, Economic Development Chapter, Policy ED 7, Introduction states: *...ensuring efficient permit processes, and ...it is critical that the City of Spokane continue to support and participate in partnerships to promote economic development... Economic development strategies need to be far more interactive with public and private sector executives at the state and local levels. Second, state and community leadership should transcend political changes and elections...*
- E.** City of Spokane Comprehensive Plan, Economic Development Chapter, Policy ED 7.6, Development Standards and Permitting Process states: *Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.*
- F.** The proposed amendments were initiated and processed pursuant to the procedures set forth in Chapter 17G.025 SMC.
- G.** The Spokane City Plan Commission held a workshop to study the proposed amendments on September 26, 2012 in addition to a year long process leading up to alternative proposals including a Plan Commission Workshop June 8, 2011 and July 13, 2011, a presentation for

Community Assembly on August 23, 2011, and an Open House with the Plan Commission on September 9, 2011.

H. Notice of the proposed amendments to Chapter 17C.110, 17G.060, and 17A.020, and announcement at the Plan Commission meeting on October 24, 2012 of the Plan Commission's December 19, 2012 hearing by Planning and Development Services Director and notice was published in the Spokesman Review on December 5, 2012 and December 12, 2012. In addition a letter was mailed to 421 addresses, an email was sent, and notice was published in the Spokesman-Review on January 9, 2013 and January 16, 2013.

I. The City Plan Commission held a Public Hearing on December 19, 2012 and on January 23, 2013 to obtain public comments on the proposed amendments; deliberations followed.

J. One public testimony which favored the proposed amendment was heard by the Plan Commission. One written testimony received in favor of the proposed amendment.

Conclusions:

A. The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.

B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

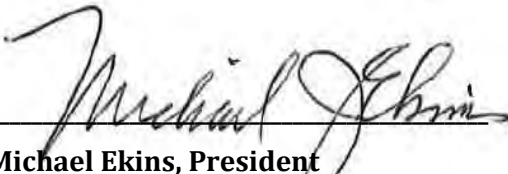
SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.025.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.



**Michael Ekins, President
Spokane Plan Commission**

January 23, 2013
Date

**Manito/Cannon Hill
Statement of Support
CUP Type II Code Revisions**

Dear Plan Commission Members:

We offer you this statement of support from the perspective of a neighborhood that was torn apart by the lack of a process that supported a community meeting.

As you may know, the Families of Manito group was created outside of the Neighborhood Council to address specific issues that arose from the current Type II process. After raising \$17,000 just to go through an appeal process, our neighborhood understands the importance of communication within the planning structure.

We support the proposed revisions to the CUP Type II Code. These changes make the process much more collaborative with the applicant and neighborhoods – the people who are directly impacted by the projects as they go through the planning process.

Our neighborhood is grateful for the efforts of Scott Chesney and the planning staff on this issue.

We are in support of the proposed revisions and ask that you forward your recommendation to the City Council for their approval.

Sincerely,
Deb Barnes
Chair, Manito/Cannon Hill Neighborhood Council
President, Families of Manito