

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 9, 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 NANCY McLAUGHLIN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

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. Agreement with Spokane County to pay partial salary for a Criminal History Specialist and Legal Secretary in the Prosecutor's Office from October 1, 2013, to September 30, 2016—\$66,260. Tim Schwering | Approve | OPR 2013-0836 |
| 2. Consultant Agreement with Maul, Foster & Alongi, Inc. (Bellingham, WA) for the University District Integrated Planning Study through December 31, 2014—not to exceed \$200,000. Scott Chesney | Approve | OPR 2013-0837 |
| 3. Report of the Mayor of pending 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 \$_____. | Approve & Authorize Payments | CPR 2013-0002 |
-

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)

APPOINTMENT

RECOMMENDATION

Spokane Airport Board: One Appointment

Confirm

CPR 1982-0071

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

EMERGENCY BUDGET ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35067 amending Ordinance No. C34947 passed the City Council December 10, 2012, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Bobby Williams

General Fund

FROM: Fire Protection Services, \$55,000;

TO: Overtime, same amount.

(This action budgets State Mobilization revenue for wild land incident support.)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2013-0089 Setting Local Improvement District No. 2013197 Formation Hearing before the Hearing Examiner for January 7, 2014, at 1:30 p.m. for alley improvements between Glass Avenue and Courtland Avenue from Pittsburg Street to Napa Street. **Gary Nelson**
- RES 2013-0090 A Joint Resolution of the Spokane Airport Board, the Board of County Commissioners of Spokane County, Washington, and the City Council of the City of Spokane, Washington, authorizing Spokane County to sell, issue and deliver general obligation debt, in the form of limited tax

general obligation bonds and/or limited tax general obligation bond anticipation notes, to pay all or part of the cost of the acquisition and construction of certain improvements to the facilities of the Airport; providing that the Airport agreement will remain in full force and effect while any of such general obligation debt is outstanding; authorizing Spokane County to fix the dates, forms, denominations, maturities, interest rates, terms and covenants of such general obligation debt; authorizing the Spokane Airport Board and Spokane County to pledge or otherwise obligate the revenues of the Airport to the payment of such general obligation debt; repealing all previous Joint Resolutions of Spokane County, the City of Spokane and the Spokane Airport Board to the extent inconsistent herewith; and providing for other matters properly relating thereto. **Larry Krauter**

ORD C35065 Relating to parking enforcement; amending SMC Sections 8.02.083, 16A.61.567, 16A.61.589, 16A.61.5902, 16A.61.5904, 16A.61.5910, 16A.61.5914 and 16A.61.5918; and adopting new Sections 16A.61.790 and 16A.61.5705 to Chapter 16A.61 **Dave Steele**

FIRST READING ORDINANCES

ORD C35068 Relating to sitting, lying on sidewalk in a designated zone; amending Spokane Municipal Code Section 10.10.026. **Council Member Allen**

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for December 9, 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 December 9, 2013, Regular Legislative Session of the City Council is adjourned to Monday, December 16, 2013.

NOTES



Agenda Sheet for City Council Meeting of:
12/09/2013

Date Rec'd	11/26/2013
Clerk's File #	OPR 2013-0836
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR13960

Submitting Dept	POLICE
Contact Name/Phone	TIM SCHWERING 625-4109
Contact E-Mail	TSCHWERING@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-SUBRECIPIENT AGREEMENT SPOKANE COUNTY--JAG 2013

Agenda Wording

Agreement with Spokane County to pay for partial salary for a Criminal History Specialist and a Legal Secretary in the Prosecutor's office from 10/01/2013 to 09/30/2016. The City shall be the fiscal agent to the County for the amount of \$66,260.00

Summary (Background)

The Police Department has been awarded grant 2013-DJ-BX-0215 from the Department of Justice for the 2013 Byrne Justice Assistant Grant (JAG 13). The City of Spokane is acting as the fiscal agent for the grant. This contract is an agreement with Spokane County to use the funding for a legal secretary and a criminal history specialist in the Prosecutor's office. The agreement is for \$66,260.00.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 66,260.00	#	1530-95516-21100-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHWERING, TIM	<u>Study Session</u>	PSC 6/17/13
<u>Division Director</u>	SCHWERING, TIM	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	jstapleton	
<u>Additional Approvals</u>		korlob	
<u>Purchasing</u>		ewade	
		mlesesne	

City Clerk's No. _____

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "City", and SPOKANE COUNTY, having offices at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", and jointly hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties made a joint application for an Edward Byrne Memorial Justice Assistance Grant (JAG), hereinafter referred to as the "Grant"; and

WHEREAS, Grant 2013-DJ-BX-0215 was awarded subject to CFDA 16.738; and

WHEREAS, the County was designated to receive funds from the Grant; and

WHEREAS, the City has been designated applicant/fiscal agent in conjunction with the Grant; -- Now, Therefore,

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the City will disburse Grant funds to the County.
2. PERFORMANCE.
 - A. The County Prosecutor shall provide salary and benefits in accordance with the attached financial summary (Appendix B) for a Legal Secretary in the amount of THIRTY THOUSAND EIGHT HUNDRED NINE AND NO/100 DOLLARS (\$30,809.00); and a Criminal History Specialist in the amount of THIRTY FIVE THOUSAND FOUR HUNDRED FIFTY ONE AND NO/100 DOLLARS (\$35,451.00).
 - B. The City will act as Grant administrator and fiscal agent for the Grant. The City will be responsible for monitoring compliance with the Grant terms and conditions.
3. TERM. This Agreement shall begin October 1, 2013 and shall run to September 30, 2016; or until the funds are expended, whichever comes first. Either party may terminate this Agreement at any time for cause after a reasonable time to cure the breach of contract upon thirty (30) days written notice to the other party.

4. PAYMENT. The County will invoice the City for its services on a monthly basis on or before the 20th of each month for the previous month's expenditures. December's reimbursement request must be received by the City no later than January 10th to be allowable under the Grant. All reimbursement requests must include appropriate supporting documentation, including but not limited to, copies of receipts, invoices and timesheets by activity code, or time & effort certifications. Payment by the City will be due thirty (30) days after receipt of the County's invoice. Application for payment shall be made to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260.

5. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No party may assign, in whole or in part, its interest in this Agreement without the approval of the other party.

6. NOTICES. All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

7. LIABILITY. The County shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the conduct of the County, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the City, its officers, employees and agents. The County shall be responsible for all defense expenses, including reasonable attorneys' fees, incurred by the City, whether or not litigation is instituted.

8. ANTI-KICKBACK. No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

9. VENUE. This Agreement shall be construed as having been made under the laws of the State of Washington which shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any of its provisions shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

10. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

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

origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

12. GRANT PASS-THROUGH TERMS & CONDITIONS. The terms and conditions to the Edward Byrne Memorial Justice Assistance Grant (JAG) 2013-DJ-BX-0215 are attached to this Agreement (Appendix A) and are incorporated into this Agreement. The Parties agree to comply with the Grant terms and conditions. The County (Subrecipient) will be subject to the same special conditions as the fiscal agent, as specified in Appendix A.

13. MAINTENANCE OF RECORDS. At no additional cost, the County shall make available to the City, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the County may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The County shall provide access to its facilities for this purpose.

14. PROGRAM REPORTING. The County will use the BJA Performance Metric (PMT) at www.bjaperformancetools.org (or any other performance metric device the Department of Justice institutes during the lifetime of the Grant) to submit quarterly performance metrics relevant to their grant program. Logon and password information will be provided by the Spokane Police Department. County must submit its performance metrics into the BJA system before the 15th day of the month following the end of the prior quarter ending March 31st, June 30th, September 30th and December 31st.

15. AUDIT REQUIREMENTS.

A. The County shall comply with federal audit requirements for subrecipients who receive in excess of \$500,000 of federal funds.

B. The County must send a copy of its audit report to the City's Director of Grants Management and Financial Assistance, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, within thirty (30) days after receipt of the auditor's report, but no later than nine (9) months after the end of the audit period. In addition to sending a copy of the audit, when applicable, the County must include:

- corrective action plan for audit findings within three (3) months of the audit being received by the City; and
- a copy of the Management Letter.

16. MISCELLANEOUS.

- A. NON-WAIVER. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. SEVERABILITY. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.
17. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

18. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006. This Agreement is supported by federal funds requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by Section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this Agreement, the County agrees to provide all applicable reporting information to the City required by FFATA and OMB Guidance as indicated in the attached FFATA document.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____ day of _____, 2013.

Shelly O'Quinn, Chair

ATTEST:

Al French, Vice-Chair

Daniela Erickson
Clerk of the Board

Todd Mielke, Commissioner

Approved as to form:

Deputy Civil Prosecuting Attorney

SPOKANE COUNTY PROSECUTOR

By: _____
Title: _____

Dated: _____

CITY OF SPOKANE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the undersigned is unable to certify to any of the statements in this contract, it shall attach an explanation to this contract.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (P.L. 109-282)

This Agreement is supported by federal funds requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by Section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this Agreement, GRANTEE agrees to provide all applicable reporting information to CITY required by FFATA and OMB Guidance.

The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded federal grants, loans and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

For new federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000, but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000, but funding is subsequently deobligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

As a federal grant subawardee under this Agreement, your organization is required by FFATA, OMB Guidance and this Agreement to provide CITY as the prime grant awardee, all information required for FFATA compliant reporting by CITY. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, including the subawardee DUNS number, and relevant executive compensation data, as applicable.

Data about GRANTEE will be provided to USASpending.gov by CITY or by the Federal System for Award Management (SAM). SAM is a government-wide registration system for organizations that do business with the federal government. SAM stores information about awardees, including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. CITY requires SAM registration and annual renewal by GRANTEE to minimize unnecessary data entry and re-entry required by both CITY and GRANTEE. It will also reduce the potential of inconsistent or inaccurate data entry.

GRANTEE must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the federal government for organizations receiving federal assistance.

CITY, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of GRANTEE (as the subawardee) if:

1. GRANTEE (the subawardee) in the preceding fiscal year, received 80 percent or more of its annual gross revenues from federal awards and \$25,000,000 or more in annual gross revenues from federal awards; AND
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as a severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

If (1) in the preceding fiscal year, GRANTEE received 80 percent or more of its annual gross revenues from federal awards and \$25,000,000 or more in annual gross revenues from federal awards, and (2) the public does not have access to this information about the compensation of senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 USC 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below:

Officer 1 Name	
Officer 1 Total Compensation Amount	
Officer 2 Name	
Officer 2 Total Compensation Amount	
Officer 3 Name	
Officer 3 Total Compensation Amount	
Officer 4 Name	
Officer 4 Total Compensation Amount	
Officer 5 Name	
Officer 5 Total Compensation Amount	

If GRANTEE does not meet these criteria, specifically identify below each criteria that is not

met for your organization:



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 2, 2013

The Honorable David A. Condon
City of Spokane
808 West Spokane Falls Boulevard
City Hall, Fifth Floor
Spokane, WA 99201-3303

Dear Mayor Condon:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$147,245 for City of Spokane.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Jeffrey S. Felten-Green, Program Manager at (202) 514-8874; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Spokane 808 West Spokane Falls Boulevard City Hall, Fifth Floor Spokane, WA 99201-3303		4. AWARD NUMBER: 2013-DJ-BX-0215	
		5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2016	
		6. AWARD DATE 08/02/2013	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 916001302		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE JAG 13		10. AMOUNT OF THIS AWARD \$ 147,245	
		11. TOTAL AWARD \$ 147,245	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL David A. Condon Mayor	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCALYFUND C BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G. X B DJ 80 00 00 147245		21. MDJUGT0227	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 2 OF 7

PROJECT NUMBER 2013-DJ-BX-0215

AWARD DATE 08/02/2013

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 3 OF 7

PROJECT NUMBER 2013-DJ-BX-0215

AWARD DATE 08/02/2013

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 4 OF 7

PROJECT NUMBER 2013-DJ-BX-0215

AWARD DATE 08/02/2013

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 5 OF 7

PROJECT NUMBER 2013-DJ-BX-0215

AWARD DATE 08/02/2013

SPECIAL CONDITIONS

20. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/ncpa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

21. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
22. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
23. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 6 OF 7

PROJECT NUMBER 2013-DJ-BX-0215

AWARD DATE 08/02/2013

SPECIAL CONDITIONS

24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 7 OF 7

PROJECT NUMBER 2013-DJ-BX-0215

AWARD DATE 08/02/2013

SPECIAL CONDITIONS

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
36. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.
37. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <https://www.bja.gov/contactus.aspx>. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.
38. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Spokane

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2013-DJ-BX-0215

PAGE 1 OF 1

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Jeffrey S. Felten-Green
(202) 514-8874

2. PROJECT DIRECTOR (Name, address & telephone number)

Jason Franklin
Law Enforcement Planner
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333
(509) 835-4511

3a. TITLE OF THE PROGRAM

BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

JAG 13

5. NAME & ADDRESS OF GRANTEE

City of Spokane
808 West Spokane Falls Boulevard City Hall, Fifth Floor
Spokane, WA 99201-3303

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2012 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2012 TO: 09/30/2016

9. AMOUNT OF AWARD

\$ 147,245

10. DATE OF AWARD

08/02/2013

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The County and the City will use JAG funds to equip local criminal justice authorities with the necessary tools and support to make the region safe. Through the grant, the city will purchase automated license plate readers, patrol rifles, and optics. The County will use its share to hire a criminal history specialist and a legal secretary position in the County Prosecutor's Office. NCA/NCF

OMB Approval No. 1121-0188
Expires 5-98
(Rev. 12/97)

A. Personnel	Computation	Cost
--------------	-------------	------

SECTION A TOTAL \$ -

Personnel Narrative

B. Fringe Benefits	Cost
--------------------	------

SECTION B TOTAL \$ -

Fringe Benefits Narrative

Total Personnel & Fringe Benefits \$ -

C. Travel

Purpose of Travel	Location	Computation	Cost
-------------------	----------	-------------	------

SECTION C TOTAL \$ -

Travel Narrative

D. Equipment

Item	Computation	Cost
Automated License Plate Reader	3 x \$19,810.58	\$ 59,431.73

SECTION D TOTAL \$ 59,431.73

Equipment Narrative

Funds are requested to purchase automated license plate readers (ALPR) for the Spokane Police Department. Once deployed, ALPR's will result in quicker recovery of stolen vehicles, free up officer time, and assist in ongoing investigations. The appropriate purpose are would be law enforcement programs. Estimated cost is from recent vendor quote.

E. Supplies

Supply Items	Computation	Cost
---------------------	--------------------	-------------

SECTION E TOTAL \$ -

Supplies Narrative**F. Construction**

Purpose	Description of Work	Cost
----------------	----------------------------	-------------

SECTION F TOTAL \$ -

G. Consultants/Contracts

Name of Consultant	Service Provided	Computation	Cost
---------------------------	-------------------------	--------------------	-------------

Subtotal \$ -

Budget Summary

Budget Category	Amount	
A. Personnel	\$	-
B. Fringe Benefits	\$	-
C. Travel	\$	-
D. Equipment	\$	59,432
E. Supplies	\$	-
F. Construction	\$	-
G. Consultants/Contracts	\$	66,260
H. Other	\$	21,553
Total Direct Costs	\$	147,245
I. Indirect Costs	\$	-
TOTAL PROJECT COSTS	\$	147,245
Federal Request	\$	-
Non-Federal Amount	\$	-

**Briefing Paper
City of Spokane
Spokane Police Department
Justice Assistance Grant (JAG) Program FY 2013
Public Safety Committee—June 17, 2013**

Subject

Annual Justice Assistance Grant notification.

Background

The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. An award was received for \$147,245 which will be split as follows: City - \$80,984.75 and County - \$66,260.25.

Impact

The CITY agrees to use the \$80,984.75 for automated license plate readers and patrol rifles and optics until September 30, 2016. The COUNTY agrees to use the \$66,260.25 to support a Criminal History Specialist and a Legal Secretary in the Prosecutor's Office until September 30, 2016.

Action

No action at this time. Acceptance of JAG13 when awarded this Fall.

Funding

Department of Justice grants funds.

JAG 2013
City of Spokane and Spokane County, WA.

Abstract

The City of Spokane, on behalf of Spokane County, requests JAG monies in the amount of \$147,245 to fund various law enforcement and prosecution programs for the JAG13 Project. The goal of the JAG13 Project is to equip local criminal justice authorities with the necessary tools and support to make the Spokane region safe. The City of Spokane will use \$59,431.73 to purchase automated license plate readers that will result in quicker recovery of stolen vehicles, free up officer time, and assist in ongoing investigations. The City of Spokane will also use \$21,553.02 to purchase 33 new patrol rifles and optics. These rifles will replace older patrol rifles that were issued in 2002. Spokane County will use \$35,451 to fund a Criminal History Specialist in the Prosecutor's Office for 11 months. Spokane County will also use \$30,809 to fund a Legal Secretary in the Prosecutor's Office for nine months. These two positions will offer support to prosecutorial staff.

The project identifiers associated with the JAG11 Project are: Firearms, License Plate Readers, and Prosecution.

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

12/09/2013

<u>Date Rec'd</u>	11/26/2013
<u>Clerk's File #</u>	OPR 2013-0837
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2013-0678
<u>Project #</u>	
<u>Bid #</u>	RFQ/P #3947-13
<u>Requisition #</u>	CR 13893

<u>Submitting Dept</u>	PLANNING & DEVELOPMENT
<u>Contact Name/Phone</u>	SCOTT CHESNEY 625-6061
<u>Contact E-Mail</u>	SCHESENEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0650-U DISTRUCT INTEGRATED PLANNING STUDY

Agenda Wording

Contract with Maul, Foster & Alongi, Inc (Bellingham, WA) for the University District Integrated Planning Study for an amount not exceed \$200,000. The contract runs through December 31, 2014.

Summary (Background)

The University District Integrated Planning Study is being funded by a \$200,000 grant awarded through the Washington State Department of Ecology's Toxics Cleanup Program. The study will include environmental due diligence and redevelopment planning to create a model for how Brownfield properties can be positioned for redevelopment in the University District.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 200,000.00	# 0650 95118 58100 54201
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHESNEY, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 11/18/13
<u>Finance</u>	LESENE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bcorbett@spokanecity.org	
<u>Additional Approvals</u>		aworlock@spokanecity.org	
<u>Purchasing</u>		mhughes@spokanecity.org	
		mlesesne and jstapleton@spokanecity.org	
		cwahl@spokanecity.org	
		cbrazington@spokanecity.org	

<p align="center">CONSULTANT AGREEMENT</p>	<p>Consultant/Address/Telephone</p> <p>MAUL FOSTER & ALONGI</p>	
<p>Agreement Number:</p>	<p>1329 North State Street, Suite 301, Bellingham, WA 98225</p>	
<p>City Project Number: OPR 2013-0678</p>	<p>Phone: (360) 594-6262</p>	
<p>Agreement Type (Choose one)</p> <p><input type="checkbox"/> Lump Sum</p> <p>Lump Sum Amount \$ _____</p> <p><input type="checkbox"/> Cost Plus Fixed Fee</p> <p>Overhead Progress Payment Rate _____ %</p> <p>Overhead Cost Method</p> <p><input type="checkbox"/> Actual Cost</p> <p><input type="checkbox"/> Actual Cost Not to Exceed _____ %</p> <p><input type="checkbox"/> Fixed Rate _____ %</p> <p>Fixed Fee \$ _____</p> <p>X Specific Rates of Pay</p> <p><input checked="" type="checkbox"/> Negotiated Hourly Rate</p> <p><input type="checkbox"/> Provisional Hourly Rate</p> <p><input type="checkbox"/> Cost Per Unit of Work</p>	<p>Project Title and Work Description:</p> <p>UNIVERSITY DISTRICT INTEGRATED PLANNING STUDY</p> <p>Conduct environmental due diligence and redevelopment planning to create a model for how brownfield properties can be positioned for redevelopment in the University District.</p> <p>Completion Date</p> <p>Total Amount Authorized \$ 200,000</p> <p>Management Reserve Fund \$ 0.00</p> <p>Maximum Amount Payable \$ 200,000</p>	

THIS AGREEMENT is between the Local Agency of CITY OF SPOKANE, WASHINGTON, hereinafter called the "Agency," and the above organization, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Agency desires to accomplish the above referenced project; and

WHEREAS, the Agency does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the Agency; -- Now, Therefore,

The Parties agree as follows:

I. GENERAL DESCRIPTION OF WORK

The work under this Agreement shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this Project. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

II. SCOPE OF WORK

This Scope of Work and project level of effort for this Project is detailed in the attached Exhibit A.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this Agreement, with outside agencies, groups or individuals shall receive advance approval by the Agency. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the Agency.

The Consultant shall attend coordination, progress and presentation meetings with the Agency or such federal, community, state, city or county officials, groups or individuals as may be requested by the Agency. The Agency will provide the Consultant sufficient notice prior to meetings requiring Consultant participation. The minimum number of hours or days notice required shall be agreed to between the Agency and the Consultant and shown in Exhibit A. The Consultant shall prepare a monthly progress report, in a form approved by the Agency, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, PS&E materials, and other data, furnished to the Consultant by the Agency shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the Consultant prior to completion or termination of this Agreement are instruments of service for this Project and are the property of the Agency. Reuse by the Agency or by others acting through or on behalf of the Agency of any such instruments of service not occurring as a part of this Project, shall be without liability or legal exposure to the Consultant.

IV. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the Agency. All work under this Agreement shall be completed by the date shown in the heading of this Agreement under completion date.

The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. A prior supplemental agreement issued by the Agency is required to extend the established completion time.

V. PAYMENT

Of the maximum Agreement amount, \$160,000.00 is for the integrated planning component and \$40,000.00 is for the grant and project administration component.

The Consultant shall be paid by the Agency for completed work and services rendered under this Agreement as provided in the attached Exhibit B. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

VI. SUBCONTRACTING

The Agency permits subcontracts for the following portions of the work of this Agreement:

Heartland, LLC
DKS Associates
RMC Architects
Chmelik, Sitkin & Davis P.S.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the Agency.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All

subcontracts exceeding ten thousand dollars (\$10,000.00) in cost shall contain all applicable provisions of this Agreement.

The Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the Agency. No permission for subcontracting shall create, between the Agency and subcontractor, any contract or any other relationship.

VII. EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the Agency shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, or other persons, while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of the employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees, or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of the contract, in the employ of the Agency, except regularly retired employees, without written consent of the Agency.

VIII. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

IX. TERMINATION OF THE AGREEMENT

The right is reserved by the Agency to terminate this Agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

In the event, this Agreement is terminated by the Agency other than for default on the part of the Consultant, a final payment shall be made to the Consultant as shown below.

Negotiated Hourly Rate of Pay Contracts:

A final payment shall be made to the Consultant for actual hours charged at the time of termination of this Agreement plus any direct non-salary costs incurred at the time of termination of this Agreement.

No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

If the services of the Consultant are terminated by the Agency for default on the part of the Consultant, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the Agency with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the Agency at the time of termination; the cost to the Agency of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the Agency of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the Consultant was not in default or that the Consultant's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the Agency in accordance with the provision of this Agreement.

Payment for any part of the work by the Agency shall not constitute a waiver by the Agency of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Agency. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

X. CHANGES IN WORK

The Consultant shall make such changes and revisions in the complete work of this Agreement as necessary to correct errors appearing therein, when required to do so by the Agency, without additional compensation thereof. Should the Agency find it desirable

for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Agency. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI. DISPUTES

Any dispute concerning questions of facts in connection with the work not disposed of by Agreement between the Consultant and the Agency shall be referred for determination to the City Administrator, whose decision in the matter shall be final and conclusive on the Parties, provided, however, that if an action is brought challenging his/her decision, that decision shall be subject to de novo judicial review.

XII. VENUE AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of Spokane County, State of Washington. The Parties to the action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

XIII. LEGAL RELATIONS AND INSURANCE

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Consultant shall indemnify and hold the Agency and the State and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Consultant to indemnify the Agency against and hold harmless the Agency from claims, demands or suits based solely upon the conduct of the Agency, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Agency of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees.

The Consultant's relation to the Agency shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Agency and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Consultant recognizes that this waiver

was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the Agency, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

XIV. EXTRA WORK

The Agency may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the

Agreement, the Agency shall make an equitable adjustment in the maximum amount payable; delivery or completion schedule, or both; and other affected terms and shall modify the Agreement accordingly.

The Consultant must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the Agency decides that the facts justify it, the Agency may receive and act upon a claim submitted before final payment of the Agreement.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions of this section, the maximum amount payable for this Agreement, shall not be increased or considered to be increased except by specific written supplement to this Agreement.

XV. ENDORSEMENT OF PLANS

The Consultant shall place its endorsement on all plans, estimates or any other engineering data furnished by it.

XVI. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties. No agent, or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement.

XVII. EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting materials submitted by it. The Consultant accepts the Agreement and agrees to all of its terms and conditions.

XVIII. ADDITIONAL TERMS AND CONDITIONS

- A. 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.

- B. ANTI-KICKBACK. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
- C. STANDARD OF CARE. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform any services not meeting this standard without additional compensation.
- D. LITIGATION ASSISTANCE. The Scope of Services does not include costs of the Consultant for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Agency. All such services required or requested of the Consultant by the Agency, except for suits or claims between the parties to this Agreement, will be reimbursed as Extra Work.

XIX. GRANT REQUIREMENTS.

This Agreement is funded through a grant from the Washington State Department of Ecology (Grant G1400031). The grant's terms and conditions are incorporated by reference into this Agreement as if set forth in full.

The State of Washington is named as an express third-party beneficiary of this Agreement with full rights as such.

Dated: _____

CITY OF SPOKANE

By: _____
Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

MAUL FOSTER & ALONGI

Email Address, if applicable:

By: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

UNIVERSITY DISTRICT INTEGRATED PLANNING STUDY

Task 1: Outreach and Market Study

A. Market Study

A real estate market assessment is useful in understanding the financial context of the development opportunities in the near term, and often is useful in gauging the propensity for development over a long-term planning horizon. Market studies have been conducted in the University District in the past, most recently as part of the 2007 Policy Options for a New Urban Center effort funded by the U.S. Environmental Protection Agency (USEPA) Smart Growth Implementation Assistance program. The purpose of conducting a market study as part of the Integrated Planning Study is to update understanding of conditions of the real estate market since the Great Recession and to inform pro forma analysis to assess the financial feasibility of redevelopment projects.

- Existing conditions—The team proposes to perform the following work, which can be scoped in detail, depending on the amount of comparable data that the City or its consultants have compiled to date:
 - Research existing land ownership in the study area, both for property assemblage opportunity identification and for developing a list of owners for outreach.
 - Research recent, current, and planned commercial and institutional real estate development activity, both in proximity to the study area and regionally.
 - Review planning documents relevant to the subarea, the city, and regional growth assumptions and other public data.
 - Gather commercial and residential real estate sales, lease rates, and vacancy rates, which collectively can be used to frame development assumptions relating to current and potential real estate value in the study area.
- Redevelopment Feasibility Analysis—The MFA team will develop a series of real estate pro formas that help illustrate real estate redevelopment economics in the study area, in part based on data gathered in the “existing conditions” work. The model can be used both to depict market conditions as they exist today and to test how performance may vary over time, should there be a change in the current relationship between the key factors driving redevelopment feasibility (cost, value, timing, and risk). This analysis is often useful in identifying which types of property owners may be most interested in redevelopment and in helping to prioritize public-sector activities.

Market data and initial financial modeling will be used to communicate initial findings to appropriate City staff and decision makers. The work will also be utilized in outreach and education discussions with developers (see Outreach element of Task 1 and Developer Outreach in Task 3 below).

B. Outreach

We understand that the City is committed to planning through an open and inclusive process. Extensive community outreach was part of previous plans for the University District, including the Strategic Master Plan and the Sprague Corridor Study. We propose an approach to outreach that targets local property owners and the development community, in addition to an open community workshop that would be conducted as part of Task 3. The following are key elements of the outreach effort:

- **Identification of Key Property Owner and Business Stakeholders**—Support City efforts to engage with stakeholders to help ensure early buy-in through initial direct contact and invitation to participate in the process. Our team will provide education and outreach to address the differing levels of understanding and potential reluctance among certain area property owners.
- **Community Involvement Plan**—We will work with the City to finalize the Community Involvement Plan, included as Attachment A, that lays the groundwork for a thorough and innovative, yet cost-effective, outreach program. We will then support the City in implementing the plan, including:
 - Web page—Working with the City, we will develop a user-friendly and straightforward Web page to serve as a “one-stop shop” for community members and other stakeholders to learn about this project and to provide feedback at key milestones.
 - Materials—Clear, concise, and relevant project materials are critical for communicating important project information and are key to a project’s success. We propose a project fact sheet and a frequently asked questions sheet, to be updated as the project progresses.
- **Workshop with Property Owners and Developers**—In order to address the varying degrees of understanding and interest in participation that we are likely to encounter among the University District property owners, we propose an individualized engagement event that respects the privacy and unique situation of each property owner. The workshop will be set up in a space in or near the University District and may take place over two days. We propose to format the workshop with two components: an evening presentation followed by a series of private meetings the following day. We will bring together a panel of experts to provide an overview of brownfield issues and risk management and financing strategies, including historical environmental insurance recovery (see text box below), that will be of high value to private parties. We will share the preliminary findings of the Market Study at this workshop and solicit comments and feedback on that work.

Following this initial presentation, we will invite participants to meet privately with the expert panel to discuss their goals for their property, whether they want to develop it themselves, partner with a developer, or sell the property. With their individual goals in mind, we will schedule blocks of time with individual property owners, who will receive specialized professional and technical assistance from our team of specialists in areas of real estate development, regulatory issues, risk management, and environmental remediation. These meetings will provide an opportunity for property owners to receive assistance, while also providing information regarding short- and long-term plans for their property and identifying areas of concern and priority for improvements in the University District.

The individual responses received will be aggregated after the event to create a more complete picture of the priority areas and to identify catalyst properties and opportunities to invest in short-term improvements, while also respecting individual business and property owners' business plans and identifying long-term opportunities.

- **City Council and Planning Commission**—We will support City staff throughout the project in regular reporting and engagement with the Spokane City Council, the Planning Commission, and the University District Public Development Authority at key project milestones as needed for plan approval and implementation.

Task 2: Environmental Site Assessments

The scope of the IPG proposes to focus environmental assessment work on one property as a prototype. The environmental assessment will provide information critical to understanding the scope and scale of contamination impacts on property redevelopment potential and will inform the pro forma financial feasibility analysis described in Task 1, as well as challenges and the strategies to be developed under Tasks 3 and 4.

Through the Outreach element of Task 1, additional property owners may become interested in an environmental assessment as well. Collection of environmental data on more properties could be of tremendous value to this planning effort by providing greater understanding of potential contamination concerns in the study areas. If this occurs, MFA will coordinate with the City and Ecology to explore additional funding sources to conduct assessment work on more than one property.

An approximately 1-acre parcel located on the corner of East Sprague Avenue and North Sheridan Street (the Property) has been selected as the prototype property for the IPG.

A. Phase I Environmental Site Assessment

The purpose of a Phase I environmental site assessment (ESA) is to identify recognized environmental conditions, to the extent reasonably feasible. MFA will conduct a Phase I ESA for the Property in accordance with American Society for Testing and Materials (ASTM) standard practice for Phase I ESAs (ASTM E 1527-05) and other applicable regulations and requirements. The Phase I ESA will include review of regulatory agency

records and historical land use information, site reconnaissance, and interviews with current and past property owners and operators, as available. MFA will also review existing environmental reports for the Property and surrounding properties.

The Phase I ESA will include review of information related to current or historical uses of the Property and surrounding properties. Historical evidence indicates that ash materials generated through incineration activities conducted by the former railroad operator(s) may have been used as fill materials in the area. MFA will review information associated with historical landfilling activities to identify whether potentially contaminated fill material may have been placed on the Property. MFA will also attempt to obtain detailed information on former gas station operations, including, for example, period of operation; petroleum product types in use; and locations of dispensers, fuel islands, and underground storage tanks (USTs). This information may be used to focus the selection of sampling locations and to evaluate whether any USTs remain on the Property.

The Phase I ESA findings, including identification of recognized environmental conditions and recommendations for further investigation, will be summarized in a report. **MFA understands that the findings of such reports can be very sensitive, so we propose to meet with the property owner to personally present the findings and discuss the implications.**

Followup investigation is typically required to confirm whether environmental impacts associated with recognized environmental conditions are present. Information obtained during the Phase I ESA will be used to focus the selection of sampling locations and analytical methods for the initial investigation of the Property and may also be used to identify Potentially Liable Parties for cost recovery efforts. In addition, the Phase I ESA may identify other potentially contaminated properties in the surrounding area to consider for inclusion in future redevelopment efforts. Owners of other potentially contaminated properties may be approached in accordance with the protocol established under Task 1 of this proposal.

B. Environmental Site Characterization/Phase II ESA

In order to evaluate potential cleanup and redevelopment options, the nature and magnitude of environmental impacts at a site must first be understood. If recognized environmental conditions are identified at the Property during the Phase I ESA, MFA will conduct a focused environmental site investigation. The purpose of the site investigation is to develop an understanding of the site, necessary for identifying potential cleanup requirements and/or land use restrictions. MFA will work closely with the Property's owner throughout the environmental assessment process to discuss implications for redevelopment.

MFA recommends using a tiered investigation approach to effectively manage costs. This approach would consist of an initial investigation aimed at identifying whether environmental contamination is present at the Property in association with the recognized environmental conditions identified during the Phase I ESA and to assess baseline environmental conditions (e.g., depth to groundwater, presence of fill materials). Based on the initial investigation findings, additional rounds of investigation

may be necessary to collect sufficient information to characterize the nature and extent of confirmed environmental impacts, screen for human and ecological health risks, and evaluate potential cleanup options. Note that the investigation initially will be focused on evaluating environmental impacts associated with the Property. If environmental impacts at the Property are confirmed, the investigation will be extended to evaluate the boundaries of the “site.” MTCA defines the “site” by the extent of contamination, which may go beyond the property boundaries.

The environmental site characterization results will be summarized in a focused site assessment report, which is a streamlined version of a remedial investigation and feasibility study (RI/FS) report. The focused site assessment is designed to meet the substantive requirements for an RI/FS, as established in MTCA, in a cost effective and timely manner.

This subtask will include the following steps:

- Preparing a work plan that includes identification of proposed sampling locations and rationale for selection, field and analytical methods and procedures, and quality assurance and quality control (QA/QC) measures. The Phase I ESA findings will be used to inform the selection of sample locations and chemical analyses. The work plan will be reviewed with the owner of the Property and Ecology and will be revised as necessary.
- Preparing a site-specific health and safety plan in accordance with Occupational Safety and Health Administration requirements. An example health and safety plan outline is included as Attachment B.
- Conducting an initial investigation in accordance with the work plan. The initial investigation likely will focus on soil impacts. Additional rounds of investigation may include collection and analysis of groundwater samples. Samples will be analyzed for chemicals of potential concern as identified in association with past or current uses at the Property (e.g., petroleum compounds associated with the former gasoline station and metals associated with ash fill material).
- Analysis of soil and groundwater samples in a certified analytical laboratory to determine concentrations of chemicals of potential concern. A tiered approach will be used to establish the presence of indicator chemicals before analysis for associated compounds (e.g., identifying whether petroleum compounds are present prior to analyzing for petroleum-related compounds).
- Comparing chemical concentrations to state cleanup standards and analyzing physical and chemical site conditions within the context of uses at the Property. This information will be used to develop a preliminary conceptual understanding of the site, including potential chemical migration, human and ecological exposure pathways, and contaminant sources. At this stage, MFA will discuss relevant findings with the Property’s owner during a closed-door meeting. The purpose of the meeting will be to regroup and discuss next steps within the context of evaluating risks, managing liabilities, and attaining redevelopment goals.

- Conducting additional rounds of investigation, as needed, to fill data gaps and to sufficiently characterize the site for assessing risk and developing cleanup options.
- Assessing potential cleanup options and developing likely cleanup scenarios and associated order-of-magnitude cost estimates.
- Providing a focused site assessment report that summarizes the environmental investigation results, cleanup alternative development, and recommendations.

Task 3: Market Test

A. Developer Outreach

The objective of this task is to engage with regional and national developers to educate them about the redevelopment opportunity at the prototype property and in the University District and solicit their feedback. Developer outreach can be useful to ground truth analytical assumptions with a group of people who function as the conduits to the capital that ultimately pays for private-sector development and who often control, or have the ability to control, key land assemblages in question. In addition, outreach can be used to educate developers about changes in the regulatory environment or technical matters related to environmental remediation, financing, historic preservation, etc., about which they may not be aware. Finally, such sessions can also be used as the beginning of a discussion about coordinated public-private activities that could be utilized to create value for all parties. We find that developer outreach is most useful when informed by specific analysis or assumptions that allow the participants to assess the work in relationship to their day-to-day experience. In this case, work from Task 1 will be used as the basis for engagement. A prospectus document can also be produced to present the case for investment in the University District. Developers will be selected for participation based on recommendations from the City, development research, and assessment of property ownership in the study area. The format for this outreach could include individual meetings, small group workshops, or surveys.

B. Regulatory and Physical Conditions Assessment

Analysis in this task is envisioned as being completed quickly and efficiently to confirm and update information generated through the Sprague Corridor Investment Strategy in 2011-12. The MFA team will collaborate with City staff to update the understanding and analysis of conditions in the study area. This effort will include compilation of City data, collaborative discussions with key City staff, and a site tour of the University District. This task will also incorporate new information from stakeholders. Information and key metrics will be updated as necessary and we will work to identify key areas for further investigation.

C. Challenges and Opportunities Assessment

The objectives of this subtask are to synthesize the findings of previous tasks, identify the key challenges facing redevelopment of the prototype property and other parcels in the study area, and articulate opportunities to promote community revitalization. The assessment will focus on the prototype property, but will be broadly applicable to

properties in the University District. MFA proposes that this report use a targeted, highly graphic format for ease of use by policymakers in the City as well as by private-property owners and potential developers.

The strategy should have an overall perspective of private-sector investment. This could be organized through a checklist that includes the key parameters for a development project such as:

- Land Availability
- Prototype Development pro formas (incorporating land values, rents, construction costs, and remediation costs)
- Land Use Regulations
 - Zoning
 - Parking Requirements
 - Design Standards
- Utilities and Infrastructure
 - Water and Sewer Capacity
 - Transportation Options and Capacity

This report will be provided to the City for review and comment, and the findings will be presented to the community in an open house meeting.

Task 4. Implementation Strategy

The Implementation Strategy will provide the City with a roadmap for attracting private investment to spur redevelopment of the prototype property and in the University District. It will address the important questions of “what” next steps need to be taken, “who” will lead them, “when” they should be conducted, and “how” they can be funded. The implementation strategy may include preparing conceptual site designs to illustrate the type and scale of development potential as well as an assessment of infrastructure needs and transportation impacts and mitigation strategies.

Key elements of an effective Implementation Strategy will include:

- **Risk Management**—There are a multiple types of risk associated with a redevelopment project, including environmental, market, regulatory/permitting, and construction. The Implementation Strategy will propose measures that the City can take to mitigate these risks.
- **Financing**—The City is investing significant funds in public improvements in the University District, and the strategy will assess the needs and potential sources for financing future public and private projects.
- **Public-Private Partnerships**—The strategy will examine different options for public-private partnerships, including land assembly, regional parking solutions, and developer requests for proposals.

**EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)**

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates show in the attached Exhibits C and D. The rates listed shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.
- B. DIRECT NONSALARY COSTS. Direct non-salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and subconsultant costs.
1. Subconsultant costs may include a Sub-Consultant Oversight markup of four percent (4%).
 2. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 3. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 4. The Consultant shall maintain the original supporting documents in its office.
 5. All of the above charges must be necessary for the services provided under this Agreement.
- C. MANAGEMENT RESERVE FUND. The Agency may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility

of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. The amount included for the Management Reserve Fund is shown in the heading of this Agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, Extra Work.

- D. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.
- E. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended at the rates established in Exhibit C, including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- F. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the Agency within ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a

finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- G. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C
CONSULTANT FEE DETERMINATION – SUMMARY SHEET
(NEGOTIATED RATE OF PAY)
FEE SCHEDULE

PERSONNEL CHARGES

Principal	\$160 – 200/hour
Senior	\$130 - 160/hour
Project	\$100 - 130/hour
Staff	\$80 - 105/hour
GIS Professional	\$80 - 140/hour
Drafter/CADD Operator	\$55 - 85/hour
Technical Writer/Editor	\$50 - 85/hour
Administrative Assistant	\$50 - 85/hour

EXHIBIT D BREAKDOWN OF OVERHEAD COST

Maul Foster & Alongi, Inc. (MFA)						
Overhead Schedule						
For the Period of 1/1/2012- 12/31/2012						
		Financial				
	Description	Statement	Adjustments	Ref.	After Adjustments	%
	Amount					
	Direct Labor	2,682,113			2,682,113	100.00%
	Fringe Benefits:					
	Paid Time Off & Holiday	\$465,534.01			\$465,534.01	17.36%
	Payroll Taxes & Industrial Insuranc	\$512,429.47			\$512,429.47	19.11%
	Group Health Insurance	\$648,767.44			\$648,767.44	24.19%
	401K	\$195,681.30			\$195,681.30	7.30%
	Officer's Life Insurance	\$11,363.66	(11,364)	J	\$0.00	0.00%
	Employee Appreciation	\$48,789.40	(\$11,334)	C	\$37,455.40	1.40%
	Total Fringe Benefits	\$1,882,565	(22,698)		\$1,859,868	69.34%
	General Overhead:					
	Indirect Labor	\$1,859,562.64	(\$4,473)	O	\$1,855,089.64	69.17%
	Bonuses	\$37,238.10			\$37,238.10	1.39%
	Rent	\$552,182.57			\$552,182.57	20.59%
	Repairs & Maintenance	\$187,232.10			\$187,232.10	6.98%
	Travel/Automobile/Vehicle Rein	\$98,519.33			\$98,519.33	3.67%
	Insurance	\$91,029.54			\$91,029.54	3.39%
	Charitable Contributions	\$9,686.46	(9,686)	E	\$0.00	0.00%
	Communications	\$170,311.15			\$170,311.15	6.35%
	Utilities	\$16,014.46			\$16,014.46	0.60%
	Taxes & Licenses	\$97,725.05			\$97,725.05	3.64%
	Depreciation & Amortization	\$201,594.22			\$201,594.22	7.52%
	Dues & Subscriptions	\$21,126.24			\$21,126.24	0.79%
	Recruitment	\$10,559.49			\$10,559.49	0.39%
	Employee Continuing Education	\$93,113.48			\$93,113.48	3.47%
	Penalties	\$83.93	(\$84)	P	(\$0.07)	0.00%
	Professional Fees	\$91,336.90	(9,628.90)	H	\$81,708.00	3.05%
	Interest, Banking & Loan Fees	\$64,054.54	(46,397)	I	\$17,657.21	0.66%
	Postage, Delivery & Printing	\$21,074.58			\$21,074.58	0.79%
	Rental Equipment	\$70,092.59			\$70,092.59	2.61%
	Marketing	\$100,700.47	(9,750)	B, D, G, M	\$90,950.47	3.39%
	Meals & Entertainment	\$75,920.66	(18,980)	K	56,940	2.12%
	Bad Debt & Discounts on AR	\$11,827.08	(11,827)	A	\$0.00	0.00%
	Contributions	\$0.00			\$0.00	0.00%
	Supplies & Miscellaneous	\$118,300.09			\$118,300.09	4.41%
	Total General Overhead	\$3,999,286	(\$110,827)		\$3,888,459	144.98%
	Total Overhead Costs	\$5,881,851	(\$133,525)		\$5,748,326	214.32%
	Overhead Rate (Less FCC)	219.30%			214.32%	
	References					
	MFA Adjustments:					
	A Bad debt expense per 48 CFR 31.205-5(c)					
	B Brochures per CFR 31.205-1 (f)(5)					
	C Christmas party expenses in excess of \$25 per employee per 48 CFR 31.205-14					
	D Christmas cards for clients and the general public per 48 CRR 31.201-4					
	E Contributions per 48 CFR 31.205-8					
	F Entertainment per 48 CFR 31.205-14					
	G Flowers to clients per 48 CFR 31205-13(a)					
	H Federal income tax preparation fees over \$250 per year per 48 CFR 31.205-41 (b)(1), 31 201-6(d)					
	I Interest per 48 CFR 31.205-20					
	J Shareholder life insurance per 48 CFR 31.205-19(a)(2)(vi)					
	Lunches allowed at a bona fide business meeting if the following are documented: date and location, name of					
	K attendees, purpose, cost of meeting by item					
	L Local lodging					
	M Trade show and advertising per 48 CFR 31.205-1(f)					
	N Travel cost exceeding maximum allowed per DOT Travel Directive D 13-50					
	O Premium time per 48 CFR 22.103-2					
	P Fines and Penalties CFR 31.205-15					



Agenda Sheet for City Council Meeting of:
12/09/2013

Date Rec'd	11/27/2013
Clerk's File #	CPR 1982-0071
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JENNY MORTON 625.6775
Contact E-Mail	JJMORTON@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO SPOKANE AIRPORT BOARD

Agenda Wording

Appoint Larry Larison to serve an unexpired term to start 1/1/14 and expire 12/31/14 and then would be eligible to be appointed to serve a three-year term on the Spokane Airport Board to begin January 1, 2015 and expire December 31, 2017.

Summary (Background)

*

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SANDERS, THERESA	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		jwestfall@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	amcdaniel@spokanecity.org	
<u>Additional Approvals</u>		ppaullin@spokanecity.org	
<u>Purchasing</u>		smcgrath@spokanecity.org	
		bstum@spokanecity.org	
		lkinnear@spokanecity.org	
		schesney@spokanecity.org	



Agenda Sheet for City Council Meeting of:
12/09/2013

<u>Date Rec'd</u>	11/25/2013
<u>Clerk's File #</u>	ORD C35067
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BOBBY WILLIAMS 625-7001
<u>Contact E-Mail</u>	BWILLIAMS@SPOKANEFIRE.ORG
<u>Agenda Item Type</u>	Emergency Budget Ordinance
<u>Agenda Item Name</u>	0440-EBO RE: FIRE MOBILIZATION REIMBURSEMENT

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the General Fund, FROM: Fire Protection Services, \$55,000.00; TO: Overtime, same amount. (This action budgets State Mobilization revenue for wild land incident support.)

Summary (Background)

To budget for State Mobilization revenue from Washington State Patrol and the Department of Natural Resources as reimbursement for employees deployed for State Mobilization fires.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 55,000.00	# 0440-35120-22200-51215-99999
Expense \$ 55,000.00	# 0440-35140-99999-34220-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	Briefed via email 11/22/13
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	korlob	
<u>Additional Approvals</u>		bschaeffer	
<u>Purchasing</u>		tdunivant	
		agolden	

ORDINANCE NO. C35067

An ordinance amending Ordinance No. C-34947, passed the City Council December 03, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 03, 2012, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section1. That in the budget of the General Fund and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0440-35140 99999-34220	General Fund-Fire Department Fire Protection Services	<u>\$ 55,000</u>
TO:	0440-35120 22200-51215	General Fund-Fire Department Overtime-Uniform	<u>\$ 55,000</u>

Section2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for State Mobilization revenue from wild land incident support, the need for which could not reasonably have been anticipated at the time of adoption of the 2013 budget, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Chirowamangu, Angeline

From: Williams, Bobby
Sent: Friday, November 22, 2013 14:07
To: City Council Members
Cc: Dunivant, Timothy; Golden, Angela; Orlob, Kimberly; Chirowamangu, Angeline; Schaeffer, Brian
Subject: Upcoming Agenda Item
Attachments: MOBES EBO.PDF

Council Members:

Since we were awaiting final totals, I failed to include a short brief at last Monday's Public Safety Committee meeting on an upcoming Emergency Budget ordinance that will be briefed at an upcoming Council meeting . It is for revenues the city is being reimbursed for State Fire Mobilizations. The City is receiving \$55,000 as reimbursement for the services members of SFD provided during the year on State Mobilizations. These funds will be returned to the Overtime budget from which they were originally paid. The agenda sheet is attached.

As a reminder, when the City provides personnel and equipment to help on State Mobilization fires, the participating employees are paid their normal salary and benefits from the city budget. Afterwards, we submit reimbursement requests to cover all costs the city had involved with sending the help. The State sends us the reimbursements when they process all of the paper work. The funds are the reimbursed funds paid to the city by the state.

If you have any questions or require further information please let me know.

Thank you!

Bobby Williams

Fire Chief
Spokane Fire Department
44 W. Riverside
Spokane, WA 99201-0189
Office: 509-625-7001
FAX: 509-625-7039

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

12/09/2013

Date Rec'd

11/25/2013

Clerk's File #

RES 2013-0089

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2013197

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0370-RESOLUTION SETTING HEARING-ALLEY-GLASS-CLEVELAND

Agenda Wording

Setting LID #2013197 Formation Hearing before the Hearing Examiner for January 7, 2014 at 1:30 PM for Alley Improvements between Glass Avenue and Courtland Avenue from Pittsburg Street to Napa Street.

Summary (Background)

This department has received a valid petition requesting the formation of this LID. The petition represents 100% of the property owners within the assessment district.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

areid@spokanecity.org

Additional Approvals

rriedinger@spokanecity.org

Purchasing

mhughes@spokanecity.org

htrautman@spokanecity.org

BACKGROUND, continued:

Estimated Cost of Improvement	\$ 52,206.00
Engineering Fee	18,272.10
City Clerk	256.59
City Treasurer	2,670.00
Accounting	499.16
Interest	3,393.39
Bonds	120.00
Attorney's Fee	<u>1,178.94</u>

\$ 78,596.18

Net Assessment to Property Owners \$ 78,596.18

There are no outstanding L.I.D. assessments.

ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2013197

Description of the assessment district for:

**Alley Improvements between Glass Avenue and Courtland Avenue
from Pittsburg Street to Napa Street**

All that property described as follows:

LOTS
1 – 22

BLOCK
9

ADDITION
Hays Park Addition

Situated in the **SW** Quarter of Section **4**, Township **25** North, Range **43** East of the Willamette Meridian.

End of Description.

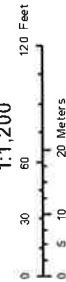
By: JAG

Date: November 1, 2013

Checked: J. Gumbert Date: 11/01/13



1:1,200



Legend

Lot and Block



DISTRICT MAP-Alley #2013-197

November 1, 2013

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



LDRP11
11/22/13 2:23 PM

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PAGE 1

PBWK FILE	PROJECT DESCRIPTION
2013197 LID	ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE AND COURTLAND AVENUE FROM PITTSBURG STREET TO NAPA STREET

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2013197 LID	ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE AND COURTLAND AVENUE FROM PITTSBURG STREET TO NAPA STREET	ALLEY

ESTIMATED COST OF IMPROVEMENT.....\$	52,206.00
DESIGN AND INSPECT EXPENSE.....\$	18,272.10
CITY CLERK EXPENSE.....\$	256.59
TREASURER EXPENSE.....\$	2,670.00
ACCOUNTING EXPENSE.....\$	499.16
INTEREST EXPENSE.....\$	3,393.39
BONDS EXPENSE.....\$	120.00
LEGAL EXPENSE.....\$	1,178.94
ESTIMATED PROJECT SALES TAX.....\$.00
TOTAL ESTIMATED PROJECT COST.....\$	78,596.18

TOTAL ESTIMATED NET PROJECT ASSESSMENT.....\$	78,596.18
---	-----------

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013197 LID		ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE ANDCOURTLAND AVENUE FROM PITTSBURG STREET TO NAPA STREET		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0401 / 35043.0401	HAYS PK ADD L1 B9	E 1723 COURTLAND AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
CLINE, LYLE D / VANCE, THERESA E 1723 COURTLAND SPOKANE WA 99207		CLINE, LYLE D / VANCE, THERESA E 1723 COURTLAND SPOKANE WA 99207	3,572.56	3,572.56
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0402 / 35043.0402	HAYS PK ADD L2 B9	E 1727 COURTLAND AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
THUR, RAYMOND O & MARILYN K E 1727 COURTLAND AVE SPOKANE WA 99207		THUR, RAYMOND O & MARILYN K E 1727 COURTLAND AVE SPOKANE WA 99207	3,572.56	3,572.56
3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0403 / 35043.0403	HAYS PK ADD L3 B9	E 1733 COURTLAND AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
RADFORD, JAMES L & EDNA J E 1733 COURTLAND AVE SPOKANE WA 99207-4619		RADFORD, JAMES L & EDNA J E 1733 COURTLAND AVE SPOKANE WA 99207-4619	3,572.56	3,572.56
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0404 / 35043.0404	HAYS PK ADD L4 B9	E 1737 COURTLAND AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
LI, GANG S 3932 BERNARD ST SPOKANE WA 99203-1512USA		LI, GANG S 3932 BERNARD ST SPOKANE WA 99203-1512USA	3,572.56	3,572.56
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0405 / 35043.0405	HAYS PK ADD L5 B9	E 1743 COURTLAND AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2013197 LID

ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE AND COURTLAND AVENUE FROM PITTSBURG STREET TO NAPA STREET

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BAKER, STEPHEN M & MAYTE I E 1743 COURTLAND AVE SPOKANE WA 99207-4619USA	BAKER, STEPHEN M & MAYTE I E 1743 COURTLAND AVE SPOKANE WA 99207-4619USA	3,572.56		3,572.56

6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0406 / 35043.0406	HAYS PK ADD L6 B9	E 1803 COURTLAND AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRAFIOUS, A D E 1803 COURTLAND AVE SPOKANE WA 99207-4622USA	GRAFIOUS, A D E 1803 COURTLAND AVE SPOKANE WA 99207-4622USA	3,572.56		3,572.56

7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0407 / 35043.0407	HAYS PK ADD L7 B9	E 1807 COURTLAND AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KREBS, LONNIE D E 1807 COURTLAND AVE SPOKANE WA 99207-4622USA	KREBS, LONNIE D E 1807 COURTLAND AVE SPOKANE WA 99207-4622USA	3,572.56		3,572.56

8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0408 / 35043.0408	HAYS PK ADD L8 B9	E 1811 COURTLAND AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LEONARD, JASON A E 1811 COURTLAND AVE SPOKANE WA 99207	LEONARD, JASON A E 1811 COURTLAND AVE SPOKANE WA 99207	3,572.56		3,572.56

9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0409 / 35043.0409	HAYS PK ADD L9 B9	E 1817 COURTLAND AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CLARK, DAN O E 1817 COURTLAND AVE SPOKANE WA 99207	CLARK, DAN O E 1817 COURTLAND AVE SPOKANE WA 99207	3,572.55		3,572.55

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013197 LID		ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE ANDCOURTLAND AVENUE FROM PITTSBURG STREET TO NAPA STREET		
10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0410 / 35043.0410	HAYS PK ADD L10 B9	E 1823 COURTLAND AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
GONZALES, CHRISTOPHER P E 1823 COURTLAND AVE SPOKANE WA 99207		GONZALES, CHRISTOPHER P E 1823 COURTLAND AVE SPOKANE WA 99207	3,572.55	3,572.55
11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0411 / 35043.0411	HAYS PK ADD L11 B9	E 1827 COURTLAND AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
BAGLEY, MICHAEL/DAVIS, CONNIE E 1827 COURTLAND AVE SPOKANE WA 99207-4622USA		BAGLEY, MICHAEL/DAVIS, CONNIE E 1827 COURTLAND AVE SPOKANE WA 99207-4622USA	3,572.55	3,572.55
12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0413 / 35043.0413	HAYS PK ADD L14 B9	E 1818 GLASS AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
HOYT, RUSSELL M PO BOX 7619 SPOKANE WA 99207		HOYT, RUSSELL M PO BOX 7619 SPOKANE WA 99207	3,572.55	3,572.55
13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0414 / 35043.0414	HAYS PK ADD L15 B9	E 1814 GLASS AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
MARTIN, DORIS J W 204 CASCADE SPOKANE WA 99208		CLARK, VICKI M W 204 CASCADE WAY SPOKANE WA 99208	3,572.55	3,572.55
14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0415 / 35043.0415	HAYS PK ADD L16 B9	E 1808 GLASS AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013197 LID		ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE ANDCOURTLAND AVENUE FROM PITTSBURG STREET TO NAPA STREET		
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
WEAVER, EVA P		WEAVER, EVA P	3,572.55	3,572.55
PO BOX 4746		PO BOX 4746		
SPOKANE WA	99220	SPOKANE WA	99220	
15	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0416 / 35043.0416	HAYS PK ADD L17 B9	E 1802 GLASS AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
JOHNSON, JAY M		JOHNSON LIVING TRUST	3,572.55	3,572.55
E 612 LYONS AVE		E 612 LYONS AVE		
SPOKANE WA	99208-5221USA	SPOKANE WA	99208	
16	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0417 / 35043.0417	HAYS PK ADD L18 B9	E 1742 GLASS AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
TOLIVER, DALE T		TOLIVER, DALE T	3,572.55	3,572.55
E 1742 GLASS AVE		E 1742 GLASS AVE		
SPOKANE WA	99207-4638USA	SPOKANE WA	99207-4638USA	
17	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0418 / 35043.0418	HAYS PK ADD L19 B9	E 1738 GLASS AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
KREBS, JASON ALLEN		KREBS, JASON ALLEN	3,572.55	3,572.55
E 1738 GLASS AVE		E 1738 GLASS AVE		
SPOKANE WA	99207	SPOKANE WA	99207	
18	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	04533-0419 / 35043.0419	HAYS PK ADD L20 B9	E 1734 GLASS AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
WARD, ROGER T & DIANA J		WARD, ROGER T & DIANA J	3,572.55	3,572.55
E 1734 GLASS AVE		E 1734 GLASS AVE		
SPOKANE WA	99207	SPOKANE WA	99207	

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013197 LID		ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE ANDCOURTLAND AVENUE FROM PITTSBURG STREET TO NAPA STREET		
19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
04533-0420 / 35043.0420		HAYS PK ADD L21 B9	E 1728 GLASS AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BROWN, R J E 1728 GLASS AVE SPOKANE WA 99207-4638USA	BROWN, R J E 1728 GLASS AVE SPOKANE WA 99207-4638USA	3,572.55		3,572.55
20	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
04533-0421 / 35043.0421		HAYS PK ADD L22 B9	E 1724 GLASS AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LEITH, ANNABELLE M E 1104 AUGUSTA AVE SPOKANE WA 99207-2436USA	LEITH, ANNABELLE M E 1104 AUGUSTA AVE SPOKANE WA 99207-2436USA	3,572.55		3,572.55
21	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
04533-0445 / 35043.0445		HAYS PK ADD L12 B9	E 1828 GLASS AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BRUCK, NICHOLAS G W 3511 GARLAND AVE SPOKANE WA 99205-2122USA	BRUCK, NICHOLAS G W 3511 GARLAND AVE SPOKANE WA 99205-2122USA	3,572.55		3,572.55
22	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
04533-0446 / 35043.0446		HAYS PK ADD L13 B9	E 1824 GLASS AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
O'RILEY, TOM & LAURA E 1824 GLASS AVE SPOKANE WA 99207-4640USA	O'RILEY, TOM & LAURA E 1824 GLASS AVE SPOKANE WA 99207-4640USA	3,572.55		3,572.55

LDRP11
11/22/13 2:23 PM

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PAGE 7

PBWK FILE

PROJECT DESCRIPTION

2013197 LID

ALLEY IMPROVEMENTS BETWEEN GLASS AVENUE ANDCOURTLAND AVENUE FROM PITTSBURG STREET TO NAPA
STREET

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	FRONTAGE	FR

RESOLUTION 2013-0089

WHEREAS, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

WHEREAS, Said resolution must set forth certain information as required by law; -- **NOW, THEREFORE**,

BE IT RESOLVED By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order the **Alley Improvements between Glass Avenue and Courtland Avenue from Pittsburg Street to Napa Street.**

BE IT FURTHER RESOLVED That the nature and territorial extent of said proposed improvement is as stated above.

BE IT FURTHER RESOLVED That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

All that property described as follows:

LOTS
1 - 22

BLOCK
9

ADDITION
Hays Park Addition

Situated in the **SW** Quarter of Section **4**, Township **25**, Range **43** East of the Willamette Meridian.

BE IT FURTHER RESOLVED That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane Falls Boulevard, on the **7th** day of **January, 2014** at **1:30**, at which time and

place all persons who may desire to object thereto may appear and present such objections, if any they have.

BE IT FURTHER RESOLVED That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Adopted by the City Council _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

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

12/09/2013

Date Rec'd

11/27/2013

Clerk's File #

RES 2013-0090

Renews #**Submitting Dept**

AIRPORTS

Cross Ref #**Contact Name/Phone**

LARRY 455-6434

Project #**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

AIRPORTS - JOINT RESOLUTION FOR SALE OF BONDS

Agenda Wording

Joint Resolution of the Spokane Airport Board, Spokane County Commissioners, and the City Council authorizing Spokane County to sell, issue and deliver general obligation debt in the form of limited tax general obligation bonds

Summary (Background)

The Spokane Airport adopted the above-referenced Joint Resolution during its November 26, 2013, meeting. Pursuant to the Spokane International Airports Joint Operation Agreement, the County and the City must by joint action approve this resolution. After the adoption of a joint resolution by both the City and the County, the revenue bonds or other revenue obligations shall be authorized by and issued in the name of Spokane County.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

PFISTER, TERRI

Study Session**Division Director****Other****Finance**

DOLAN, PAM

Distribution List**Legal**

BURNS, BARBARA

lkrauter@spokaneairports.net

For the Mayor

SANDERS, THERESA

todd.woodard@spokaneairports.net

Additional Approvals

jthielemann@spokaneairports.net

Purchasing

derickson@spokanecounty.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and/or limited tax general obligation bond anticipation notes, to pay all or part of the cost of the acquisition and construction of certain improvements to the facilities of the Airport.

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

SPOKANE AIRPORT BOARD RESOLUTION NO. 06-13

SPOKANE COUNTY RESOLUTION NO. _____

CITY OF SPOKANE RESOLUTION NO. 2013-0090

JOINT RESOLUTION

A JOINT RESOLUTION OF THE SPOKANE AIRPORT BOARD, THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, AND THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING SPOKANE COUNTY TO SELL, ISSUE AND DELIVER GENERAL OBLIGATION DEBT, IN THE FORM OF LIMITED TAX GENERAL OBLIGATION BONDS AND/OR LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTES, TO PAY ALL OR PART OF THE COST OF THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE FACILITIES OF THE AIRPORT; PROVIDING THAT THE AIRPORT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT WHILE ANY OF SUCH GENERAL OBLIGATION DEBT IS OUTSTANDING; AUTHORIZING SPOKANE COUNTY TO FIX THE DATES, FORMS, DENOMINATIONS, MATURITIES, INTEREST RATES, TERMS AND COVENANTS OF SUCH GENERAL OBLIGATION DEBT; AUTHORIZING THE SPOKANE AIRPORT BOARD AND SPOKANE COUNTY TO PLEDGE OR OTHERWISE OBLIGATE THE REVENUES OF THE AIRPORT TO THE PAYMENT OF SUCH GENERAL OBLIGATION DEBT; REPEALING ALL PREVIOUS JOINT RESOLUTIONS OF SPOKANE COUNTY, THE CITY OF SPOKANE AND THE SPOKANE AIRPORT BOARD TO THE EXTENT INCONSISTENT HERewith; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

BE IT RESOLVED by the Spokane Airport Board (the "Airport Board"), by the Board of County Commissioners of Spokane County, Washington (the "County"), and by the City Council of the City of Spokane, Washington (the "City"), as follows:

WHEREAS, the County, by and through its Board of Commissioners (the "Board"), and the City, by and through its City Council (the "Council"), entered into an Airport Joint Operation Agreement, dated July 30, 1962, wherein and whereby the County and the City associated themselves and created the Airport Board for the purpose of jointly improving and operating the Spokane International Airport and Felts Field Airport;

WHEREAS, such Airport Joint Operation Agreement was amended and replaced by an Amended Spokane County/City Airport Agreement, dated as of August 28, 1990, by and between the County and the City (the "Airport Agreement"), to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park facilities (collectively, the "Airport");

WHEREAS, the Airport Agreement provides that general obligation debt may be issued for Airport purposes for projects authorized by law, if the County and the City adopt a joint resolution evidencing the intent to incur such general obligation debt, and the County and the City subsequently separately authorize its portion of the total debt in the manner required by such party, respectively;

WHEREAS, the Airport Agreement provides that the County and the City may, by joint resolution, authorize other obligations payable from Airport revenues, the proceeds of which are to be used exclusively for Airport purposes;

WHEREAS, the Airport Board, the Board and the Council have determined it to be in the best interest of the Airport, the County and the City for the County to issue 100 percent of general obligation debt necessary to finance all or a portion of the costs of the acquisition, construction and installation of an aircraft maintenance facility at Spokane International Airport or other Airport facilities (the "Project"); and

WHEREAS, the Airport Board, the Board and the Council have determined it to be in the best interest of the Airport, the County and the City for the Airport Board to pledge to the County and the County to pledge, as security for such general obligation debt, Airport revenues, subordinate only to the existing pledge of such revenues to the payment of the County's Airport Revenue Bonds, Series 2008; and the County's Airport Revenue Refunding Bonds, Series 2010 (Taxable) (together, the "Outstanding Airport Revenue Bonds");

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED by the Airport Board, the Board and the Council, as follows:

Section 1: The County is hereby authorized to sell, issue and deliver one or more series of limited tax general obligation bonds and/or limited tax general obligation bond anticipation notes, with such designations and series as the County shall determine, in the aggregate principal amount of not to exceed \$26,000,000, to pay all or part of the cost of the Project (the "General Obligation Debt"). The General Obligation Debt shall comprise 100 percent of the total debt issued to finance the Project. The City shall not authorize any debt to finance the Project, nor is its full faith and credit pledged to the repayment of the General Obligation Debt. The County shall fix the dates, forms, denominations, maturities, interest rates, terms and covenants of the General Obligation Debt. The Airport Board, the Board and the Council acknowledge that the County may, in its sole discretion, include in one limited tax general obligation bond issue all or a portion of the General Obligation Debt and additional funds to finance additional improvements for County purposes, provided, however, that the debt service on the portion of such limited tax general obligation bond issue used to finance improvements for County purposes shall be repaid solely from County resources and shall not be repaid from any Airport revenues.

Section 2: The Airport Board hereby pledges to the County, and authorizes the County to pledge, for the equal and ratable benefit of the registered owners from time to time of the General Obligation Debt, as security for the payment of the principal of, premium, if any, and interest on the General Obligation Debt, all Net Revenue (as such term is defined in the resolutions authorizing the Outstanding Airport Revenue Bonds) and all rights of the County to receive Net Revenue. Such pledge is hereby declared to be a lien and charge subject at all times

to the prior liens on such Net Revenue in favor of the Outstanding Airport Revenue Bonds. The City hereby acknowledges and agrees with such pledge of Net Revenue for such purposes.

The Airport Board, the County and the City acknowledge that the County has reserved the right in the resolutions authorizing the Outstanding Airport Revenue Bonds to issue additional bonds having an equal priority of lien on the Net Revenue as the Outstanding Airport Revenue Bonds ("Additional Bonds") for certain purposes such as additional capital improvements to Airport facilities. The Airport Board, the County and the City hereby agree that so long as any of the General Obligation Debt is Outstanding, no Additional Bonds shall be issued unless there shall be delivered to the County a certificate of an independent professional engineer or certified public accountant, dated not earlier than 90 days prior to the date of delivery of such Additional Bonds, showing that the Adjusted Net Revenue will equal at least 1.20 times the Maximum Annual Debt Service (as such terms are defined in the resolutions authorizing the Outstanding Airport Revenue Bonds) on the Outstanding Airport Revenue Bonds, the Additional Bonds proposed to be issued and the General Obligation Debt.

Section 3: The Airport shall account for the expenditure of all the proceeds of the Bonds allocable to the Project (the "Airport Portion") and provide the County with such expenditure details and interest earnings to permit the County to prepare annual rebate computations pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Airport shall also provide the County, prior to the closing of the Bonds, with an estimated expenditure schedule of the Airport Portion of the Bonds on a calendar quarterly basis. In the event that the Airport fails to meet any temporary period rules established by the Code or the County owes any arbitrage rebate to the United States Treasury in connection with the Airport Portion, the Airport agrees to indemnify and hold harmless the County for any amounts the County may be required to pay pursuant to Section 148 of the Code.

Section 4: The County may make such covenants with respect to the General Obligation Debt as may be necessary and appropriate with respect to debt of a similar nature. Such covenants may include, but shall not be limited to, payment of the General Obligation Debt; and the pledge or other obligation of the Net Revenue of the Airport.

Section 5: The Airport Agreement shall remain in full force and effect so long as any of the General Obligation Debt is outstanding.

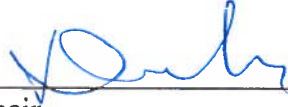
Section 6: Any Joint Resolutions of the Airport Board, the Board and the Council with respect to the General Obligation Debt are hereby repealed to the extent inconsistent with this Resolution.

Section 7: If any provision of this Resolution, or its application to any person or circumstance, is held invalid, the remainder of this Resolution, or the application of the provision to other persons or circumstances shall not be affected.

[Signature pages follow]

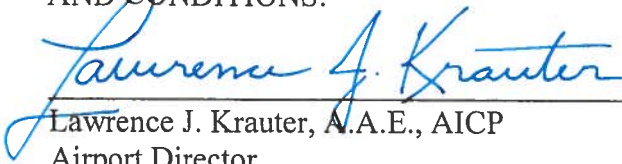
ADOPTED by the Spokane Airport Board at an open public lawful meeting thereof, this 26 day of November, 2013.

SPOKANE AIRPORT BOARD

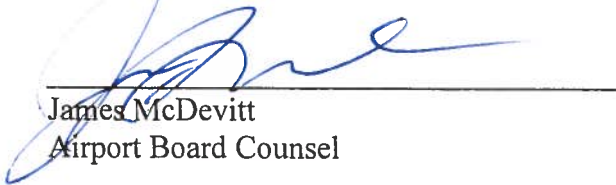

Chair


Secretary

RECOMMENDED APPROVAL TO TERMS
AND CONDITIONS:


Lawrence J. Krauter, A.A.E., AICP
Airport Director

APPROVED:


James McDevitt
Airport Board Counsel

ADOPTED by the Board of County Commissioners of Spokane County, Washington, on
the ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn, Chair

Al French, Vice-Chair

Todd Mielke, Commissioner

ATTEST:

Daniela Erickson, Clerk of the Board
of County Commissioners

(S E A L)

PASSED AND ADOPTED by the City Council of the City of Spokane, Washington, on
the _____ day _____, 2013.

CITY OF SPOKANE
Spokane County, Washington

President of City Council

ATTEST:

Terri L. Pfister, City Clerk

(S E A L)

APPROVED AS TO FORM:

Nancy Isserlis, City Attorney

Delivered to the Mayor on _____, 2013.

David A. Condon, Mayor

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

12/02/2013

Date Rec'd

11/20/2013

Clerk's File #

ORD C35065

Renews #**Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

DAVE STEELE 625-6064

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

5900-ORDINANCE AMENDING PARKING ENFORCEMENT

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to parking enforcement; amending SMC sections 8.02.083, 16A.61.567, 16A.61.589, 16A.61.5902, 16A.61.5904, 16A.61.5910, 16A.61.5914 and 16A.61.5918; and adopting new sections 16A.61.790 and 16A.61.5705 to chapter 16A.61

Summary (Background)

Parking ordinance revisions updating the parking meter area limits, standardizing meter time stays, reducing meter rates in specific time stays, establishing a scofflaw list, authorizing vehicle immobilization and impoundment for failure to pay parking tickets, authorizing smart phone and credit card payment options and removing certain free parking holidays. Codifying the residential parking program along with establishing fees for the administration of the scofflaw list and immobilization

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

WERNER, MARK

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

dsteele@spokanecity.org

Additional Approvals

htrautman@spokanecity.org

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

of the Spokane Municipal Code.

Summary (Background)

program. Also, additional Parking Ordinance revisions that are administrative in nature.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
AmtType7	\$ Amount7	# Budget7
AmtType8	\$ Amount8	# Budget8
<u>Distribution List</u>		
		Email16
		Email17
		Email18
		Email19
		Email20
		Email21
		Email22
		Email23

ORDINANCE NO. C35065

AN ORDINANCE relating to parking enforcement; amending SMC sections 8.02.083, 16A.61.567, 16A.61.589, 16A.61.5902, 16A.61.5904, 16A.61.5910, 16A.61.5914 and 16A.61.5918; and adopting a new sections 16A.61.790 and 16A.61.5705 to chapter 16A.61 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 16A.61.567 is amended to read as follows:

16A.61.567 Prohibited Parking Practices.

- A. No person shall stand or park a vehicle upon any roadway for the purpose of displaying it for sale or for advertising purposes, or for lubricating or repairing the vehicle, except repairs necessitated by emergency.
- B. No person may park a vehicle displaying vehicle registration tabs which have been expired for more than forty-five days upon any public street. Violation may result in immediate impound pursuant to RCW 46.55.240 ~~((46.55.113(2)(i)))~~.

Section 2. That SMC section 16A.61.589 is amended to read as follows:

16A.61.589 Appointment of Registered Disposers

The City's chief of police ~~((of the City and the City street director))~~, director of neighborhood services and code enforcement and the parking services manager, acting through the authority to remove vehicles herein, may remove the vehicles directly, through towing operators appointed either on a rotational or other basis, or through contracts, or by a combination of these methods, pursuant to the regulations they may adopt.

Section 3. That SMC section 16A.61.5902 is amended to read as follows:

16A.61.5902 Parking Meter Area Map

Parking meters, subject to designated time limits, as provided in SMC 16A.61.5910, are authorized in the area shown on the Parking Meter Map (Link). ~~((within the following areas of the City of Spokane:~~

~~Beginning at the point of intersection of the east line of Division Street with the north line of Boone Avenue; thence south along the east line of Division Street to the southerly line of the Spokane River; thence easterly along the southerly line of the Spokane River to the north-south half section line of Section 17, Township 25, Range 43; thence south along the north-south half section line of Section 17, Township 25, Range 43 to the northerly line of the Burlington Northern Santa Fe Railroad; thence westerly along the northerly line of the Burlington Northern Santa Fe Railroad to the east line of Division Street; thence south along the east line of Division Street to the south line of Sixth Avenue; thence west along the south line of Sixth Avenue to the west line of Wall Street; thence north along the west line of Wall Street to the south line of Fifth Avenue; thence west along the south line of Fifth Avenue to the west line of Monroe Street; thence north along the west line of Monroe Street to the south line of Third Avenue; thence west along the south line of Third Avenue to the west line of Cedar Street; thence north along the west line of Cedar Street to the south line of First Avenue; thence west along the south line of First Avenue to the east line of Walnut Street; thence north along the east line of Walnut Street to the north line of Riverside Avenue; thence easterly along the north line of Riverside Avenue to the east line of Cedar Street; thence north along the east line of Cedar Street and the east line of Cedar Street extended to the north line of Ohio Avenue; thence east along the north line of Ohio Avenue to the west line of Cedar Street; thence north along the west line of Cedar Street to the north line of Broadway; thence east along the north line of Broadway to the west line of Adams Street; thence north along the west line of Adams Street to the north line of Boone Avenue; thence east along the north line of Boone Avenue to the east line of Division Street, which is the point of beginning;~~

~~Also beginning at the intersection of the east line of McClellan Street with the north line of Eighth Avenue; thence east along the north line of Eighth Avenue to the west line of Cowley Street; thence south along the west line of Cowley Street and the extended west line of Cowley Street to the south line of Rockwood Boulevard; thence westerly along the south line of Rockwood Boulevard to its intersection with the south line of Ninth Avenue; thence west along the south line of Ninth Avenue to the extended east line of McClellan Street; thence north along the east line of McClellan Street to the point of beginning;))~~

Also in any City-owned public parking lot within or adjacent to either the congested district or any other area wherein parking meters are otherwise permitted; and

Also those areas in Spokane International Airport and Felts Field designated by the airport board as provided in SMC 12.03.0602.

Section 4. That SMC section 16A.61.5904 is amended to read as follows:

16A.61.5904 Installation of Parking Meters

The ((street-director)) parking services manager, subject to the approval of the mayor, is hereby authorized and directed to install or place parking meters in parking meter locations designated by the ((street-director)) parking services manager. Parking meters shall be placed near the curb, buildings, or alongside of or next to parking places designated pursuant to SMC 16A.61.5906.

- A. Each single space parking meter shall be installed and set to display an indication of legal parking duration upon deposit therein of a credit card, the proper coin or coins of the United States or Canada, or payment by phone, and upon putting the meter in operation, as indicated by instructions on the meter. At expiration of the parking period purchased by the coin(s), a change in indication shall indicate expiration of parking period, parking beyond the time paid for is an expired meter violation.
- B. Multi-space parking meter – Pay by Space.
The City may install a multi-space parking meter, where a parking customer must register a paid parking session by either entering into a meter or authorized pay by phone parking account the parking space number shown on the parking space number sign found next to or adjacent to the parking space. The vehicle operator may choose to receive a parking receipt that shall indicate the time of expiration. Failure to pay for a numbered space or parking beyond the time paid for at a numbered space is an expired meter violation.
- C. Multi-space parking meter – Pay and Display.
The City may install multi-space parking meters, where the vehicle operator purchases a parking coupon that shows the amount of time purchased and the time of expiration. The parking coupon must be affixed and displayed upon purchase as indicated by instructions on the meter or coupon. Failure to purchase a coupon, display it as required or parking beyond the time indicated on the coupon is an expired meter violation.

Section 5. That SMC section 16A.61.5901 is amended to read as follows:

16A.61.5910 Parking Time Limit – Deposit of Coins – Maximum Parking Time – Certain Holidays Excepted – Parking Permit

- A. The time limit for parking on streets and avenues of the City within the areas designated for the installation of parking meters and where meters are actually installed is:

1. thirty minutes,
2. ~~((one hour,~~
3. ~~ninety minutes,~~
- 4.)) two hours,
3. ~~((5.))~~ ~~((three))~~ four hours, and
4. ~~((6.))~~ ~~((ten hours))~~ all day,

as determined by the street director guided by considerations of administrative convenience and efficiency, traffic flow needs, or any other reasonable basis, in the interest of the public health and safety. A parking meter fee shall be paid by all persons parking a motor vehicle within any metered parking space in the area designated in SMC 16A.61.5902. A sign or legend installed on each meter or parking space number sign indicates the fee and the time for which parking is permitted.

- B. In those parking meter spaces where parking meters are in operation, designed for the deposit of United States or Canadian coins, ~~((or))~~ payment by credit card, or payment by phone, as designated on the parking meter or related signage, the operator of the vehicle shall, upon entering a metered parking space, immediately pay for up to the maximum legal parking time and put the meter in operation.
- C. The fees for parking in a metered space are as provided in SMC 8.02.083. ~~((Only credit))~~ Credit cards, pay-by-phone, or those denominations and combinations of coins may be used which are indicated to be acceptable by the legend affixed to the meter. In any case the time given for the deposit of any coin or credit card payment is subject to the amount of unexpired time available on and indicated by the meter or parking receipt.
- D. If a vehicle shall remain parked in a parking space beyond the legal parking time displayed or recorded by the meter, an indication on the meter will signify expiration of the time purchased on single space meters or the customer receipt shall show when the purchased time will expire. The presence of a vehicle in a stall with its parking meter indicating expiration of legal parking time or beyond the purchased parking time as shown on the receipt and recorded by the pay station shall be an expired meter parking violation of this title and subject the registered owner and/or operator to liability as provided by law.

E. Except for metered spaces at Spokane International Airport and Felts Field as authorized by SMC 12.03.0600 and SMC 12.03.0602, parking meter space may be used without charge during all hours on:

1. Sundays,
2. New Years Day,
3. ~~((Martin Luther King, Jr.'s Birthday,~~
4. ~~President's Day~~ ~~Third Monday in February,~~
- 5.)) Memorial Day,
4. ~~((6.))~~ Independence Day – July 4th,
5. ~~((7.))~~ Labor Day,
6. ~~((8. —~~ Columbus Day ~~Second Monday in October,~~
9. ~~Veteran's Day~~ ~~November 11th,~~
- 10.)) Thanksgiving Day,
7. ~~((11.))~~ Christmas Day, and
8. ~~((12.))~~ Where an above listed holiday falls on a Sunday, the immediately following Monday is observed, as if that were the holiday date, as a day when no meter charges need be paid.

Any metered parking space may, unless otherwise designated by sign or legend on or adjacent thereto, be occupied for the legal time limit without payment of fee between the hours of seven p.m. and eight a.m.

Section 6. That SMC section 16A.61.5914 is amended to read as follows:

16A.61.5914 Feeding Meter Beyond Maximum Parking Time

It is unlawful and a violation of this title for any person to deposit or cause to be deposited in a parking meter a coin or credit card for the purpose of increasing or extending the parking time of any vehicle beyond the legal maximum parking time which has been established for the parking space adjacent to which the parking meter is placed, except that pay-by-phone customers may purchase one, fifteen minute time extension beyond the legal maximum parking time by phone. Parking meters provide for different maximum times. With the exception of pay-by-phone customer purchasing

a fifteen minute extension, a ((A)) vehicle shall not be continuously parked at a metered space beyond the maximum time capacity of the meter. This is a "feeding meter" violation.

Section 7. That SMC section 16A.61.5918 is amended to read as follows:

16A.61.5918 Must Use Lawful Coins

It is unlawful to deposit, or cause to be deposited, in any parking meter any slug, device, or substitute for a coin of the United States or Canada.

Section 8. That there is adopted a new SMC section 16A.61.790 to read as follows:

16A.61.790 Vehicle Immobilization and Impoundment

A. Creation of Scofflaw List.

As frequently as practicable, parking services shall prepare and update the scofflaw list consisting of vehicles involved in four or such greater number of parking tickets unpaid more than forty five days after their issuance that the parking services manager shall determine is efficient to include on the scofflaw list.

B. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in SMC 8.02.083 to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in SMC 8.02.083 to cover the additional administrative costs of immobilization and/or impoundment.

C. Notice.

1. Parking services shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license number and as provided by the Washington state department of licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and
 - a. the date and the nature of each ticket overdue and the amount due on each;

- b. that a scofflaw list fee in the amount specified in subsection B of this section has been imposed to cover administrative costs;
 - c. the total amount currently due;
 - d. a specific deadline for response, no less than ten days after the date of mailing;
 - e. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due or by arranging a payment schedule with the Spokane municipal court for payment of the total amount due; and
 - f. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, payment of the civil penalties imposed under subsection in SMC 8.02.083 and payment of the costs of immobilization, towing and storage.
2. The notice required by this subsection is sufficient if mailed to the address provided by the Washington state department of licensing; provided, however, that if parking services, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
3. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in SMC 8.02.083, and all towing and storage charges, if any, or posts a bond to cover such fines, fees, and charges, or arranges any combination of payment and bond to cover the total due, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or post bond, such subsequent tickets shall also be paid or bond shall be posted therefor before the vehicle is removed from the scofflaw list.
4. The owner of a vehicle that is subject to the procedures of this section and in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, is entitled to a hearing in the Spokane municipal court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.

D. Immobilization.

1. If the owner of a vehicle to whom notice has been sent pursuant to SMC 16A.61.790© fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in SMC 8.02.083, or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C), then, at the discretion of a limited commissioned or commissioned City officer, the vehicle may be immobilized by installing on the vehicle a device known as a "boot," which clamps and locks on to a wheel of the vehicle and impedes movement of the vehicle.
2. The person installing the boot shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
 - a. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty five days of their issuance,
 - b. that release of the boot may be obtained by paying the fines, fees and civil penalties due,
 - c. that unless such payments are made within two business days of the date of the notice, the vehicle will be impounded, and
 - d. that it is unlawful for any person to remove or attempt to remove the boot, to damage the boot, or to move the vehicle with the boot attached.
3. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by a boot installed under the provisions of this section.
4. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall:
 - a. pay all fines and fees then due, including but not limited to the amounts specified in SMC 8.02.083; or
 - b. post a bond to cover such fines, fees, and charges, or
 - c. arrange any combination of payment and bond to cover the total due.

Upon such payment, the vehicle shall be removed from the scofflaw list, and a limited commissioned parking services officer shall promptly remove the boot from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

E. Impoundment.

1. At the discretion of a limited commissioned or commissioned City officer, the following vehicles may be impounded:
 - a. A vehicle that was involved in eight or more parking tickets that are unpaid forty five or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to SMC 16A.61.790(C) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or
 - b. A vehicle that was immobilized pursuant to SMC 16A.61.790(D) and the vehicle's owner failed to pay all fines, fees, and administrative charges or post a bond to cover such fines, fees and charges within two business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or
 - c. As otherwise authorized by the model traffic code as adopted by reference in SMC 16A.020.010.
2. Limited commissioned City officers, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075.
3. If a vehicle has been impounded pursuant to SMC 16A.61.790(E), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in SMC 8.02.083; and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

Section 9. That there is adopted a new SMC section 16A.61.5705 to read as follows:

16A.61.5705 Residential Area Parking Passes

- A. Owners of multifamily residential properties located within the adopted parking meter boundary may purchase monthly parking passes for current residents of their property. Property owners shall be responsible for creating a master account with City of Spokane parking services and shall pay for all parking passes associated with their account on a monthly basis. The City will not create individual accounts for residents and will not accept direct payment from residents for parking passes.
- B. Residential parking pass holders are authorized to park at any "all day" meters without payment. Residential parking permit holders parking at any other meter location while failing to pay the meter shall be considered an expired meter violation
- C. Parking with an expired monthly residential parking pass while failing to pay the meter is considered an expired meter violation.

Section 10. That SMC section 8.02.083 is amended to read as follows:

8.02.083 Fees and Charges

- A. Commercial Loading Zones.
The fee for a permit and identifying decal authorizing a commercial vehicle to occupy a loading zone is:
 - 1. one hundred dollars per year,
 - 2. fifty dollars for the rest of the year when issued after June 30th,
 - 3. fifteen dollars for a single occasion permit,
 - 4. fifteen dollars for a transfer.
- B. Special Loading Zones.
A special loading zone is a temporary loading zone created by placement of an authorized parking meter bag. Special loading zones are reserved only for vehicles being used for the purpose for which the parking meter bag has been issued. The rates for parking meter bags, in addition to a twenty-five dollar returnable bag deposit, are:

1. Commercial.
 - a. Quarterly: Three hundred fifty dollars per bag.
 - b. Monthly: One hundred twenty-five dollars per bag.
 - c. Daily: Fifteen dollars per bag.
 2. News Media – Annually.
One thousand dollars for the first bag and five hundred dollars for each additional bag.
 3. Charitable Nonprofit – Annually.
Sixty dollars per month per bag, with a maximum of two bags.
- C. Removal of Parking Meters.
The fee charged a contractor for removal and reinstallation of a parking meter to accommodate construction work is sixty dollars.
- D. Parking Meters.
1. The fee for parking in a metered space depends upon the time limit and location. The fees are indicated on the meters. The fees for parking in a metered space are:
 - a. Thirty-minute space: Sixty cents per thirty minutes.
 - b. ~~((One-hour space: One dollar twenty cents per hour.~~
 - c. ~~Ninety minute space: One dollar twenty cents per hour.~~
 - d.)) Two-hour space: One dollar twenty cents per hour.
 - c. ~~((e.))~~ Four ~~((Three))~~-hour space: ~~((One-dollar twenty))~~ Eighty cents per hour.
 - d. ~~((f.))~~ All day ~~((Ten-hour))~~ space: Forty cents per hour.
 2. The coin or combinations of coins accepted by the meter will be indicated by a sign or legend for each space. Coins of denominations greater than the fee for the space may be accepted for the convenience of the motorist.

E. Motor Vehicle Violations.

1. The penalties for traffic infractions are provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute.
2. Unless otherwise provided, the basic penalties for parking infractions are:
 - a. two hundred fifty dollars for disabled parking violations (SMC 16A.61.381);
 - b. ten dollars for parking at a meter beyond the maximum time provided for that metered space (feeding meter) (SMC 16A.61.5914);
 - c. fifteen dollars for expired meter parking (SMC 16A.61.5910);
 - d. one hundred dollars for parking at a space reserved with a parking meter bag within the entertainment parking district [Cross reference: SMC 16A.61.5903];
 - e. Violation of bag use: Meter bag applicants and users must limit the use of bags to the purpose for which the bag is issued. Violation of proper parking meter bag use shall result in the bag being removed from the meter, cancellation of the permit, and forfeiture of the bag deposit as provided in SMC 16A.61.5703(H). No meter bags may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of conditions of bag use. Additional penalties will be assessed on repeat offenders within the same calendar year as follows:
 - i. Second violation: Fifty dollars.
 - ii. Third violation: One hundred dollars.
 - iii. Fourth and additional violations: Two hundred dollars per violation.
 - f. thirty dollars for all others.
4. The additional penalty for failure to respond to a notice of traffic violation is twenty-five dollars.
5. There are, in addition, penalty assessments provided by state law.

- F. Towing and Impound.
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.
- G. Criminal Violations.
The penalties for criminal traffic violations are as provided in the state traffic code.
- H. Accident Reports.
The fee for furnishing copies of accident reports required by chapter 46.52 RCW is as fixed from time to time by the mayor as provided in SMC 8.02.011.
- I. Junk Vehicle Affidavit.
The fee for furnishing a junk vehicle affidavit (hulk slip) is ten dollars.
- J. Motorist Information Signs.
The fees for follow-through signs from the freeway to the motorist service business are:
1. Fifty dollars as the application processing fee.
 2. One hundred dollars as the installation fee for each sign installed.
 3. Actual cost for purchasing the signs from the Washington department of transportation.
 4. Actual cost for maintenance, repairs, and replacement; and
 5. Fifteen dollars as an assignment fee to transfer the permit to a new owner or operator.
- K. Golf Cart Registration Decal.
The fee for an annual golf cart registration decal is fifty dollars.
- L. Scofflaw List Administrative Fee.
The fee for vehicles added to the scofflaw list is twenty five dollars.
- M. Immobilization Administrative Fee.
The fee for immobilizing a vehicle is fifty dollars.
- N. Residential Parking Passes;
The fee for a residential parking permit is twenty five dollars per month.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

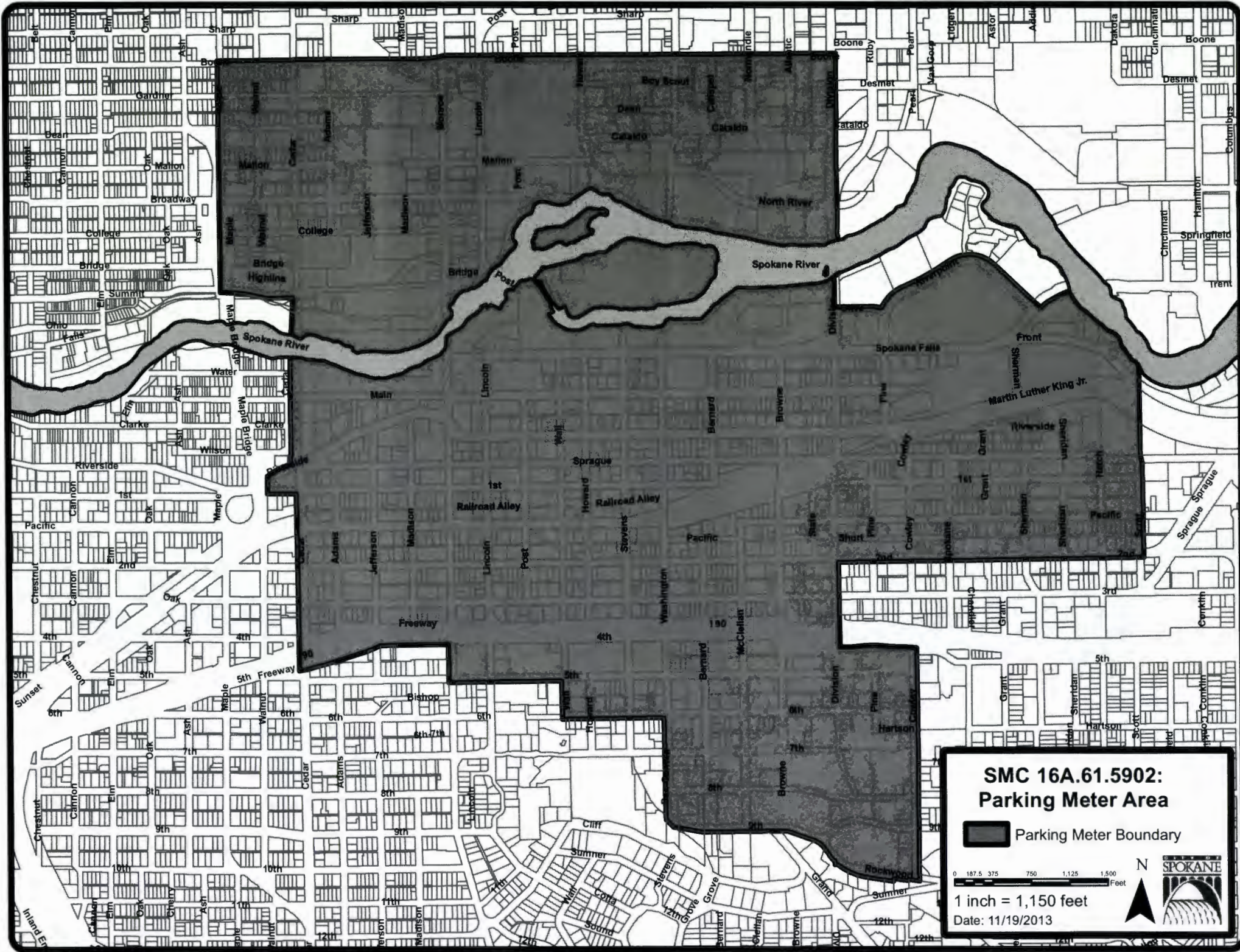
City Clerk

Assistant City Attorney

Mayor

Date

Effective Date





Agenda Sheet for City Council Meeting of:
12/09/2013

<u>Date Rec'd</u>	11/27/2013
<u>Clerk's File #</u>	ORD C35068
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	MICHAEL ALLEN 625-6261
<u>Contact E-Mail</u>	MALLEN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	ORDINANCE RE: SITTING IN DESIGNATED ZONE

Agenda Wording

An ordinance relating to sitting, lying on sidewalk in a designated zone; amending SMC section 10.10.026.

Summary (Background)

This ordinance amends SMC 10.10.026 regarding sitting and lying in the retail zone. SMC 10.10.026 would be amended to a) change the time period from between 7:00 a.m. to 9:00 p.m. to 6:00 a.m. to 1:00 a.m. b) specify that it is unlawful at all time to sit or lie on sidewalk fixtures not designed primarily for the purpose of sitting or to sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock, c) revise the definition of "retail zone" to a specific designated zone, d) clarify the enforcement procedures e) clarify that a person could sit on privately-owned sidewalk fixtures with the permission of the owner and f) provide that it is the City Council's intent that homeless individuals subject to enforcement under this section be directed to emergency shelter and other interventional services.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	mallen	
<u>For the Mayor</u>	SANDERS, THERESA	mpiccolo	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35068

AN ORDINANCE relating to sitting, lying on sidewalk in a designated zone; amending SMC section 10.10.026.

The City of Spokane does ordain:

Section 1. That SMC section 10.10.026 is amended to read as follows:

10.10.026 Sitting, Lying on Sidewalk in Retail Zone

A. Prohibition.

1. No person may sit or lie down upon a public sidewalk, or upon a blanket, chair, stool or any other object placed upon a public sidewalk during the hours between ~~((seven))~~ six a.m. and ~~((nine p.m.))~~ one a.m. in the ~~((retail))~~ zone ~~((of the congested district as defined in SMC 16A.04.020))~~ designated in this section.
2. At all times it is unlawful to sit or lie on any drinking fountain, trash container, planter, window ledge, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.
3. At all times it is unlawful to sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.

B. Exceptions.

The prohibition in subsection (A) of this section does not apply to any person:

1. sitting or lying down due to a medical emergency or due to a sensory, mental, or physical disability;
2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;
3. operating or patronizing a business with permission to occupy the sidewalk;
4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;
5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or

6. sitting within a bus stop zone while waiting for public or private transportation;
 7. sitting on privately-owned sidewalk fixture with the permission of the owner;
 8. engaging in constitutionally protected expressive activities which would otherwise be ~~((unreasonably))~~ restricted by the limitations in subsection (A) of this section.
- C. No person shall be ~~((cited))~~ subject to enforcement under this section unless the person engages in conduct prohibited by this section within the entirety of the zone designated in this section after having been notified by a law enforcement officer that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within the designated zone, a law enforcement officer may than ~~((issue a citation under))~~ enforce this section.
- D. The zone where such conduct is prohibited is designated as follows:
- On the east to the east curb line of Division;
- On the south to the south curb line of Fourth Street;
- On the west to the west curb of Maple Street;
- On the north by the north line of Spokane Falls Boulevard and Riverside Avenue.
- E. ~~((D))~~ This section does not permit any conduct which is prohibited by SMC 10.10.025 regarding interference with pedestrian or vehicular traffic.
- F. It is the intent of the City Council that homeless individuals subject to enforcement under this section be directed to emergency shelter and other interventional services.
- G. ~~((E))~~ A violation of SMC 10.10.026 is a misdemeanor.
- H. ~~((F))~~ The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date