

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 10, 2014

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 CANDACE MUMM

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

CITY 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. Purchase of Pedestrian Display Modules from Advanced Traffic Products (Everett, WA) utilizing Washington State Contract #03709—\$82,653.91 (incl. tax). Mark Serbousek | Approve | OPR 2014-0071 |
| 2. One-year Contract Extension with Kodiak Security Services, Inc. (Spokane Valley, WA) for security guard services at the Northside Landfill—Estimated annual expenditure \$36,000. Scott Windsor | Approve | OPR 2011-0169 |
| 3. One-year extension to Value Blanket Order with Cascade Engineering, Inc. (Grand Rapids, MI) for the purchase of 64-gallon and 96-gallon semi & fully automated recycling containers—Estimated annual expenditure \$150,000 (incl. tax). Scott Windsor | Approve | OPR 2011-0906
BID 3816-11 |
| 4. Loan Agreement with the Washington State Department of Ecology for Cochran Basin River Runoff Reduction—\$5,100,000 revenue. Marcia Davis | Approve | OPR 2014-0072 |
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2014, total | Approve & Authorize Payment | CPR 2014-0002 |

\$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

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 COMMISSION APPOINTMENT

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENT

RECOMMENDATION

Airport Board: One Reappointment

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)

- ORD C35076 Carrying over from 2013 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C35062, passed November 25, 2013, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage," and declaring an emergency.

(This action carries over budget authority for items budgeted in 2013, but not completed at year-end and appropriates various outstanding grants and capital expenditures.) **Tim Dunivant**

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCE

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0013 Regarding City-Wide Capital Improvement Project Needs Assessment.
Council President Stuckart
- RES 2014-0014 Rescinding Resolution 2012-0027 (adopted March 26, 2012) regarding the Spokane City Council taking a position on the Spokane Tribe of Indians' proposed West Plains Development project on federal land in Airway Heights. **Council President Stuckart**

- RES 2014-0015 Approving the appointment of Selby Smith as Director of Police Investigations effective February 17, 2014.
Craig Meidl
- ORD C35075 Relating to the reporting structure of the Municipal Court and Probation Department; repealing Spokane Municipal Code Sections 3.01A.410 and 3.01A.600; adopting a new Article IV to Chapter 3.01A SMC; and adopting new Sections 3.01A.700 and 3.01A.710 to Chapter 3.01A of the Spokane Municipal Code. **Council President Stuckart**

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

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

RECOMMENDATION

- | | | | |
|-----|---|---------------------------------------|---------------|
| S1. | a. Collective Bargaining Agreement with the Police Guild covering wages and benefits for 2012-2015—2012: \$778,501; 2013: \$744,665; 2014: \$900,439; 2015: \$950,972. (Deferred from February 3, 2014, Agenda)
Heather Lowe | Approve
&
Authorize
Contract | OPR 2013-0864 |
| | b. Final Reading Ordinance C35069 relating to the Office of Police Ombudsman; amending SMC Sections 4.32.010, 4.32.020, 4.32.030, 4.32.060, 4.32.070, 4.32.080, 4.32.090, 4.32.100, 4.32.110, 4.32.140, 4.32.150, and 4.32.160. (Deferred from February 3, 2014, Agenda) Theresa Sanders | Pass
Upon
Roll Call
Vote | ORD C35069 |

HEARINGS

- | | | | |
|-----|--|------------------------------------|--------------------------------|
| H1. | a. Resolution 2014-0016 declaring the City's solid waste transfer stations surplus to the City's needs and authorizing the sale of the transfer stations to Spokane County.
Ken Gimpel | Adopt
Upon
Roll Call
Vote | RES 2014-0016 |
| | b. Interlocal Agreement with Spokane County for solid waste transfer and disposal effective November 17, 2014. Ken Gimpel | Approve | OPR 2014-0060
RES 2014-0012 |

Motion to Approve Advance Agenda for February 10, 2014
(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 February 10, 2014, Regular Legislative Session of the City Council is adjourned to February 24, 2014.

Note: The regularly scheduled City Council meeting for Monday, February 17, 2014, has been canceled in recognition of President's Day.

NOTES



Agenda Sheet for City Council Meeting of:
02/10/2014

Date Rec'd	1/29/2014
Clerk's File #	OPR 2014-0071
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE
Requisition #	RE #16838

Submitting Dept	STREET
Contact Name/Phone	MARK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - STREET DEPT PURCHASE OF PEDESTRIAN DISPLAY MODULES

Agenda Wording

Purchase of Pedestrian Display Modules from Advanced Traffic Products (Everett, WA) using Washington State Contract #03709 - \$82,653.91 including sales tax

Summary (Background)

As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. The State Contract represents the best price available to us because the State Contractor is allowed a deeper discount from the manufacturer.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 82,653.91	#	3200-95044-95300-56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHENK, ANDREW	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 1/27/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Purchasing: tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Street Dept: dmitchell	
<u>Additional Approvals</u>		Taxes & Licenses	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Department of Public Works & Utilities
1-27-14

Subject:

Downtown Pedestrian Countdown Timer Modification construction

Background:

This project upgrades the remaining pedestrian displays in downtown Spokane to countdown displays. The project originates from a Statewide pool of Federal Safety improvement money which was available for safety improvement projects. The City Street Department received permission to be reimbursed for equipment, labor, and material to construct the project instead of contracting the work out.

Material will be purchased from existing State master contracts for signal material.

Impact:

Work is intended to occur during the remainder of the winter with little or no impacts to traffic as most of the work can be accomplished without lane restrictions or powering down of signalized intersections. All cost associated with this work will be reimbursed by the Federal Grant.

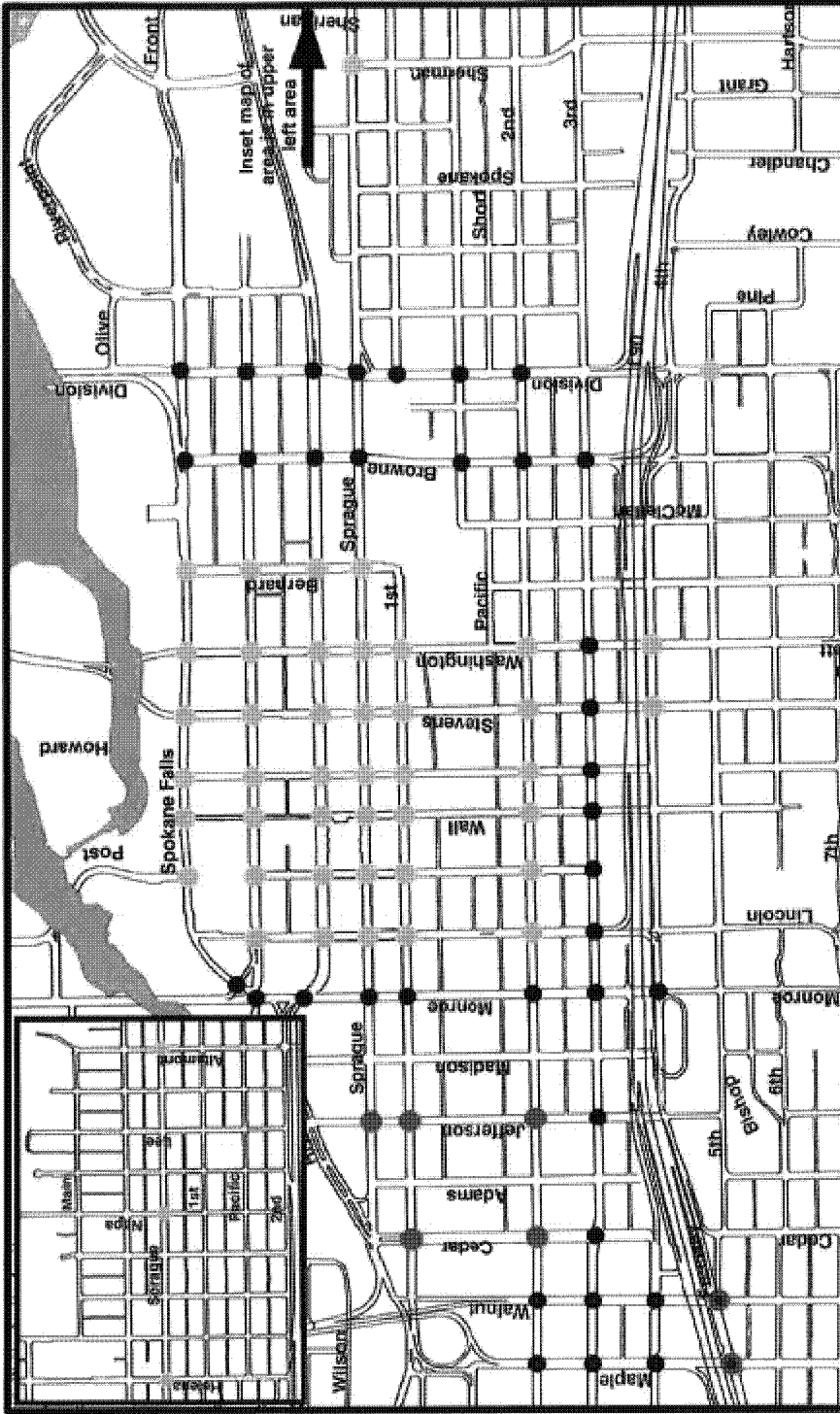
Pedestrian display module cost: 408 modules @ \$185 each for \$75,480. Sales tax \$6,615.36 for a total of \$82,653.91

Pedestrian housing cost: 373 units @ \$68.80 each for \$25,662.40. Sales tax \$2,232.63 for a total of \$27,895.03

Total material purchase: \$110,548.94

Action:

We recommend the purchase from State master contracts for the pedestrian countdown display modules and pedestrian display housings for installation by City forces in downtown Spokane.



Downtown Pedestrian CountdownTimer Signal Modification

City of Spokane

BY: SHM
DATE: 1/15/2013

SPokane is a registered trademark of the City of Spokane. All other trademarks are the property of their respective owners.

Legend

- New Timer Locations
- Additional Locations Needing Modifications if Funding Permits (Phase II)
- Recently Installed and Funded Countdown Timer Locations

0 600 1,200
Feet



Agenda Sheet for City Council Meeting of:
02/10/2014

Date Rec'd	1/29/2014
Clerk's File #	OPR 2011-0169
Renews #	

Submitting Dept	SOLID WASTE MANAGEMENT	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 14136
Agenda Item Name	4500 NORTHSIDE LANDFILL SECURITY GUARD SERVICES		

Agenda Wording

One-year contract extension with Kodiak Security Services, Inc. (Spokane Valley, WA) for security guard services at the Northside Landfill--estimated annual expenditure \$36,000.

Summary (Background)

The City of Spokane has the responsibility of managing and securing the Northside Landfill. This contract extension provides security guard services during the week, weekends and holidays. In 2011, the Solid Waste Management Department requested written quotes for security services from three companies. Kodiak Security submitted the lowest quote. The original contract was for a one-year period, with the option to renew for four additional one-year periods. This is the third extension of

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 18,000	#	4500-44800-37148-54201
Expense	\$ 18,000	#	4500-44850-37148-54201
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WERNER, JENNIFER	<u>Study Session</u>	PWC 01-27-14
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	cmarchand@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		swindsor@spokanecity.org	
<u>Purchasing</u>		rschoonover@spokanecity.org	
		kgimpel@spokanecity.org	
		mlesesne@spokanecity.org	
		rmatchett@kodiaksecurity.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

four allowed. City Council approval is required because this contract, with the three extensions, now exceeds the total allowable amount to be processed as a "minor contract".

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

CONTRACT EXTENSION 3

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and KODIAK SECURITY SERVICES, INC., whose address is 111 North Vista Road, Suite 3A, Spokane Valley, Washington 99212, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide SECURITY SERVICES AT THE NORTHSIDE LANDFILL, located on Nine Mile Road, in accordance with the following:
 - A. Provide approximately 200 hours security services monthly at the Northside Landfill. Daily and weekly hours to be specified by City Solid Waste Disposal Supervisor and may include some holidays.
 - B. Patrol the fence perimeter and interior roads to prevent unauthorized entry and vandalism.
 - C. Locate possible unauthorized entrants. Note any fence breaks or open gates.
 - D. Deal with vandalism and malicious mischief. Detain perpetrators for police, when possible.
 - E. Respond to fires by notifying proper authorities.
 - F. Report any incidents in writing to landfill staff no later than the beginning of next security shift.
 - G. Provide own vehicles and communications for patrol use by security officers. Vehicles shall be approved by the Solid Waste Management Department.
2. CONTRACT TERM. The time of performance shall begin February 1, 2014 and run through January 31, 2015, unless terminated earlier. This is the third of four extensions provided for in the original Contract dated February 2, 2011 and February 21, 2011.
3. COMPENSATION. The City shall pay the Contractor FIFTEEN AND 27/100 DOLLARS (\$15.27) per hour, per security officer, and TWENTY TWO AND 50/100 DOLLARS (\$22.50) per hour, per security officer for overtime rate due to short notice or unscheduled hours on the site, and for holiday rate, as quoted in the Contractor's response to the City's request for proposal.
4. PAYMENT. The Contractor shall send its application for payment to Solid Waste Management, Administration Office, 1225 East Marietta Avenue, Spokane, Washington 99207-2787. Payment will be made within thirty (30) days after receipt of the Contractor's application.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
10. LIABILITY. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and agents. Each party shall be responsible for its own negligence. Neither party shall indemnify nor hold the other party harmless. Neither party assumes responsibility to the other party for the consequences of any act or failure to act of any person, firm or corporation not a party to this Contract.
11. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
12. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Contractor shall perform the best general practice.
13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
14. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

15. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the services to be provided under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time the Contractor returns the signed Contract. The certificate shall specify all of the parties who are Additional Insureds, will include applicable policy endorsements, will include the thirty (30) day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____
City Clerk

Dated: _____

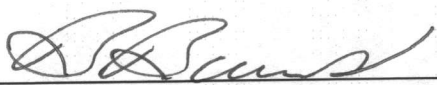
KODIAK SECURITY SERVICES, INC.

E-Mail address, if available: _____

By: _____

Title: _____

Approved as to form:



Assistant City Attorney

14-017

BRIEFING PAPER
City of Spokane
Public Works & Utilities
Solid Waste Management Department
January 27, 2014

Subject

Contract extension with Kodiak Security Services, Inc for site security services at the Northside Landfill.

Background

The City of Spokane has the responsibility of managing and securing the Northside Landfill, a Superfund site. In 2011, proposals were accepted with Kodiak Security Services, Inc., 104 N. Lee St., Spokane, WA 99220 being the lowest responsive bid. The Solid Waste Department entered into a contract OPR 2011-0169 with Kodiak Security Services to provide site security after hours of operation, and on weekends and holidays. This is the third extension of that contract in which four are allowed.

Impact

Limiting site access and ensuring site security is an obligation of the City to the State of Washington, as well as Federal regulators, concerning the Northside Landfill. This service provides oversight after hours and on weekends and holidays.

Action

Recommend approval of the contract extension.

Funding

Funds were approved in the 2014 Solid Waste Management budget. The amount requested is for \$36,000.



Agenda Sheet for City Council Meeting of:

02/10/2014

Date Rec'd	1/29/2014
Clerk's File #	OPR 2011-0906
Renews #	

Submitting Dept	SOLID WASTE MANAGEMENT	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	3816-11
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4500 VALUE BLANKET FOR SUPPLYING SEMI & FULLY AUTOMATED RECYCLING		

Agenda Wording

One-year extension to Value Blanket Order with Cascade Engineering, Inc. (Grand Rapids, MI) for the purchase of 64-gallon and 96-gallon semi & fully automated recycling containers--annual estimated expenditure \$150,000 (including tax).

Summary (Background)

In 1990, the Solid Waste Management Department, in compliance with Washington State law and the Spokane Comprehensive Solid Waste Management Plan, started a curbside residential recycling program. Commercial recycling was implemented shortly after in 1992. In 2011, the City of Spokane entered into a contract with Waste Management for the processing of single-stream collected recyclables. That same year, a bid request was issued to supply the carts to be used by Spokane City residential and

Fiscal Impact		Budget Account	
Expense	\$ \$150,000 (including tax)	#	4500-44200-94000-56401
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WERNER, JENNIFER	Study Session	PWC 01-27-14
Division Director	ROMERO, RICK	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	swindsor@spokanecity.org	
For the Mayor	SANDERS, THERESA	tnett@spokanecity.org	
Additional Approvals		rschoonover@spokanecity.org	
Purchasing	WAHL, CONNIE	cmarchand@spokanecity.org	
		cwahl@spokanecity.org	
		bognoskij@cascadeng.com	
		carol.hindley@cascadeng.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

commercial customers. Five responses were received; Cascade Engineering was the lowest responsive bid. The original Value Blanket Order contract was for a two-year period, with the option to renew for three additional one-year periods. This is the first extension provided for in the contract.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
AmtType7	\$ Amount7	# Budget7
AmtType8	\$ Amount8	# Budget8

Distribution List

	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and CASCADE ENGINEERING, INC., whose address is 4950 37th Street Southeast, Grand Rapids, Michigan 49512 (Remittance address: P.O. Box 888405, Grand Rapids, Michigan 49588-8405), as "Company",

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide SEMI AND FULLY AUTOMATED RECYCLING CONTAINERS; and

WHEREAS, the original Contract allows the term to be extended three (3) additional one (1) year periods upon mutual agreement; and

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

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated November 30, 2011 and December 12, 2011, any previous amendments, addendums and / or extensions or renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein
2. EXTENSION. The contract documents are hereby extended and shall run through November 30, 2014.
3. COMPENSATION. The City shall pay the Company a maximum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

CASCADE ENGINEERING, INC.

E-Mail address, if available:

By: _____

Title: _____

13-286

BRIEFING PAPER
City of Spokane
Public Works & Utilities
Solid Waste Management Department
January 27, 2014

Subject

Purchase of 64-gallon semi and fully automated recycling containers with the option of 96-gallon containers.

Background

In 1990, the Solid Waste Department in compliance with Washington State law and the Spokane Comprehensive Solid Waste Management Plan started a curbside residential recycling program. Commercial recycling was implemented shortly after in 1992. In 2011, the City of Spokane entered a contract with Waste Management for processing of single-stream collected recyclables.

An RFP/Q (#3816-11) was issued requesting bids for supplying the carts that our residents will use for single-stream collection. Responsive bids were received from 5 companies. The lowest responsive bid was received from Cascade Engineering, Inc. 4950 37th St. S.E., Grand Rapids, MI. A value blanket order, OPR 2011-0906, was awarded in 2011 with a two year contract with three optional one year extensions. This is the first extension of this contract

Impact

Recycling has a beneficial impact to the City of Spokane by diverting these commodities from disposal which aids waste reduction and conservation of resources.

Action

Recommend approval of the bid and authorize purchase as needed.

Funding

Funds were approved in the 2014 Solid Waste Management budget. The amount requested is for \$150,000.

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

02/10/2014

Date Rec'd

1/29/2014

Clerk's File #

OPR 2014-0072

Renews #**Submitting Dept**

UTILITIES

Cross Ref #**Contact Name/Phone**

MARCIA DAVIS 625-6398

Project #**Contact E-Mail**

MDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

REVENUE

Agenda Item Name

4250-LOAN AGREEMENT-COCHRAN BASIN

Agenda Wording

Loan Agreement between the State of Washington Department of Ecology and the City of Spokane for Cochran Basin River Runoff Reduction for an amount of \$5,100,000.

Summary (Background)

This Washington State Water Pollution Control State Revolving Fund Loan Agreement funds the study and preliminary design of Cochran Basin to reduce the stormwater discharging to the Spokane River. This loan has an interest rate of 2.3 percent and a repayment period of 20 years.

Fiscal Impact**Budget Account**

Revenue \$ 5,100,000.00

4370 94341 99999 38271

Select \$

#

Select \$

#

Select \$

#

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

ROMERO, RICK

Study Session**Division Director**

ROMERO, RICK

Other

Public Works 11/11/13

Finance

LESESNE, MICHELE

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DEPARTMENT OF ECOLOGY

State of Washington

**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF SPOKANE**

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**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF SPOKANE
FOR
COCHRAN BASIN RIVER RUNOFF REDUCTION**

THIS is a binding loan [LOAN] agreement entered into by and between the state of Washington Department of Ecology [DEPARTMENT] and the City of Spokane [RECIPIENT]. The purpose of this LOAN agreement is to provide funds to the RECIPIENT to carry out the activities for the project [PROJECT] described in this LOAN agreement.

This LOAN agreement consists of 11 pages and 8 attachments.

Capitalized terms used, but not otherwise defined, in this LOAN agreement are defined in ATTACHMENT 5.

PART I. GENERAL INFORMATION

PROJECT Title:	Cochran River Basin Runoff Reduction
LOAN Number(s):	L1400015
Standard Interest LOAN Amount:	\$5,100,000
Interest Rate:	2.3%
LOAN Term:	20 Years
Forgivable Principal Amount:	-0-
Total LOAN Amount:	\$5,100,000
State Fiscal Year:	2014

RECIPIENT Information

RECIPIENT Name:	City of Spokane
Mailing Address:	808 W. Spokane Falls Blvd Spokane, WA 99210-3334
FEDERAL TAXPAYER ID NUMBER:	91-6001280
Data Universal Numbering System (DUNS) Number:	829976377

PROJECT Manager: Marcia Davis
Email Address: mdavis@cityofspokane.org
Phone Number: (509) 625-6398

PROJECT Financial Officer: Kevan Brooks
Email Address: kbrooks@spokanecity.org
Phone Number: (509) 625-6045

DEPARTMENT Project Contact Information

PROJECT Manager: Cynthia Wall
Email Address: cywa461@ecy.wa.gov
Phone Number: (509) 329-3537
Fax Number: (509) 329-3570
Address: WA State Department of Ecology
Eastern Regional Office
N. 4601 Monroe
Spokane, WA 99205-1295

PROJECT Engineer: Ellie Key
Email Address: ellie.key@ecy.wa.gov
Phone Number: (509) 329-3519

Financial Manager: Bill Hashim
Email Address: bhas461@ecy.wa.gov
Phone Number: (360) 407-6549
Fax Number: (360) 407-7151
Address: WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

Funding Source(s) for This LOAN agreement:

This LOAN agreement may be funded in part or in full with federal funds (Catalog of Federal Domestic Assistance Number 66.458) passed through to the RECIPIENT by the DEPARTMENT. As a “sub-recipient” of federal funds, the RECIPIENT may be subject to certain requirements contained in OMB Circular A-133. Specifically, if the RECIPIENT or sub-recipient has expended a cumulative total (direct or pass through) of \$500,000 or more in federal awards in a fiscal year, an audit may be required in accordance with OMB Circular A-133. If the DEPARTMENT uses federal funds to reimburse eligible costs incurred for this PROJECT as part of this LOAN agreement, in January of each year, the DEPARTMENT’s fiscal office will notify the RECIPIENT of the amount of federal funds that have been expended.

(Federal funding for this AGREEMENT is provided from Capitalization Grants and state match for Clean Water State Revolving Funds; Environmental Protection Agency, Office of Water.)

Specific Funding Categories:

Standard Loan: ☒ Yes ☐ No

Amount: \$5,100,000

Loan for Green Project Reserves: ☐ Yes ☒ No

Forgivable Principal Subsidy for Green Project Reserves: ☐ Yes ☒ No

Forgivable Principal Subsidy (Hardship): ☐ Yes ☒ No

State Centennial Loan Funds: ☐ Yes ☒ No

GENERAL LOAN INFORMATION:

Increased Oversight: ☐ Yes ☒ No

Useful life of the PROJECT: 20 Years

PROJECT TYPE: *Check all that apply*

Facilities Project: ☒ Yes ☐ No

Stormwater Project: ☒ Yes ☐ No

Green Project Reserves: ☐ Yes ☒ No

Activities Project: ☐ Yes ☒ No

LOAN SECURITY: *Check all that apply*

Does this LOAN agreement and the LOAN to be made constitute Revenue Secured Lien Obligation of the RECIPIENT? ☒ Yes ☐ No

Does this LOAN agreement and the LOAN to be made constitute a general obligation debt of the RECIPIENT or the state of Washington? ☐ Yes ☒ No

Does this LOAN agreement and the LOAN to be made constitute a valid general obligation of the RECIPIENT payable from special assessments? ☐ Yes ☒ No

Is this LOAN secured with dedicated revenue through a Tribal Governmental Enterprise?

☐ Yes ☒ No

IMPORTANT DATES:

Estimated Project Start Date: January 1, 2013

Estimated Initiation of Operation (I of O): ☐ Yes ☒ No If yes, Date:

Estimated Project Completion Date: June 30, 2017

Other Milestone or Target Dates: ☐ Yes ☒ No

Interim Refinance: ☐ Yes ☒ No If yes, Effective Date:

Post Project Assessment Date (see Part IV and ATTACHMENT 4): June 30, 2021

Effective Date: January 1, 2013

PART II. PROJECT SUMMARY

This PROJECT will fund a feasibility study to determine the appropriate projects, timeline, and strategy for treating and eliminating the direct discharge of stormwater from the Cochrane Basin to the Spokane River.

The Cochran Basin has been divided into 16 smaller sub-basins. Each of these sub-basins will be evaluated to determine the most cost effective BMPs to achieve the water quality standards. This will include implementing the appropriate BMPs on both arterials and residential streets.

The Cochran Basin is comprised of approximately 5,200 acres in north Spokane. Runoff from this basin is collected in a separate storm sewer system and conveyed directly to the Spokane River. The stormwater receives only partial treatment through some catch basins. This level of treatment does not meet the water quality requirements established by the Spokane River TMDLs. In addition, the Cochran Basin is fully developed; any facilities construction must fit around existing infrastructure.

By eliminating the discharge of stormwater from the Cochran Basin, approximately 50 percent of the City of Spokane's stormwater discharge to the Spokane River will be removed. All stormwater from this basin will be treated to meet the TMDL requirements from the DEPARTMENT.

PART III. PROJECT BUDGET

Elements (Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost	Loan Amount
1. Project administration/management	\$ 250,000	\$ 250,000	\$ 250,000
2. Feasibility Investigation	\$1,250,000	\$1,250,000	\$1,250,000
3. Alternative Analysis	\$2,400,000	\$2,400,000	\$2,400,000
4. Project Selection	\$ 240,000	\$ 240,000	\$ 240,000
5. Preliminary Design Report	\$ 960,000	\$ 960,000	\$ 960,000
Total	\$5,100,000	\$5,100,000	\$*5,100,000

*The DEPARTMENT'S Fiscal Office will track to the total eligible LOAN amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval.

PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

(see Important Dates in Part I and Post Project Assessment in Attachment 4)

- A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this PROJECT:
- ☐ Severe Public Health Hazard or Public Health Emergency eliminated.
 - ☒ Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, and healthy waters prevented from being degraded.
 - ☒ Regulatory compliance with a consent decree, compliance orders, TMDL or waste load allocation achieved.
- B. Water Quality Project Outcomes: The following are quantitative results anticipated from the PROJECT.
1. The Cochran Basin PROJECT will improve water quality by eliminating the runoff with associated pollutants from entering the Spokane River.
 2. The PROJECT will ultimately re-direct stormwater from the storm sewer system into the ground to recharge the Spokane Valley Rathdrum Prairie Aquifer.
 3. The anticipated tributary area being removed from the current system will be approximately 1300 acres.
- C. Does this PROJECT address a TMDL: ☒ Yes ☐ No
- D. Environmental Mitigation: ☐ Yes ☒ No If Yes, list the environmental mitigation measures:

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the PROJECT. Responsibilities will include, but not be limited to: maintenance of PROJECT records; submittal of payment vouchers, fiscal forms, progress reports, and the final report; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the PROJECT; and submittal of required performance items.
- B. The RECIPIENT will manage the PROJECT. Efforts will include: conducting, coordinating, and scheduling PROJECT activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this PROJECT in accordance with any completion dates outlined in this LOAN agreement.

Required Performance:

1. Effective administration and management of this PROJECT.
2. Timely submittal of all required performance items, progress reports, financial vouchers and the final PROJECT report.
3. Write and submit a one to two page summary of PROJECT accomplishments and outcomes at PROJECT completion, including pictures, to be published in the DEPARTMENT's Annual Water Quality Financial Assistance Report following the DEPARTMENT's water quality stories format.

Task 2 – Feasibility Investigation

- A. The first step in the Cochran Basin River Runoff PROJECT will be to find sites that can be used for stormwater. Using existing GIS information, data collected from various city departments, and input from other utilities; each sub-basin will be investigated to find potential sites for infiltration, storage and treatment as required. Natural Resources Conservation Services (NRCS) soils information as well as geotechnical studies will be utilized to determine the soil characteristics for the potential sites. Each potential site will be investigated to determine the suitability for use as a stormwater facility. A site will be considered suitable if it meets one of the following criteria:
1. Soil allows infiltration.
 2. There is enough room to build a storage facility.
 3. Site can be used to irrigate plant material.
- B. BMPs will be selected for each site determined to be suitable. Consideration will be given for other construction project(s) within the basin and for shared uses of the facilities. Because the Cochran Basin is fully developed, opportunities may be available under existing facilities such as parking lots or to share the use of open space within areas like City parks.

Required Performance:

1. Create a database of suitable treatment sites for each of the 16 sub-basins.
2. Appropriate BMPs assigned to each suitable site.

Task 3 - Alternative Analysis

- A. Hydrologic calculation will be performed to determine flow volumes and rates that can be conveyed to each suitable site. This analysis will be used to determine how much volume and flow can be sent to each site. The hydrologic analysis will follow the Spokane Regional Stormwater Manual (SRSW) requirements. In general, treatment is designed for a 6-month storm and conveyance is designed to carry a 10-year storm.
- B. BMP's will be designed to manage the volumes and rates calculated by the hydrological analysis. Design will include facility size, water quality treatment and overflow parameters.
- C. Alternatives to management stormwater within each of the sub-basins will be developed. Each alternative will consider capital and operating costs, water quality benefit, and non-monetary values. Management scenarios will be developed for each sub-basin and for the basin as a whole. A summary of the analysis will be documented and published.

Required Performance:

1. Provide stormwater calculations to justify facility sizing.
2. Create an alternative analysis summary for each sub-basin.

Task 4 - Project Selection

- A. The alternatives developed for each sub-basin will be evaluated to select the preferred alternative. The alternative analysis will be reviewed and discussed within the RECIPIENT's various departments on the Integrated Coordination Evaluation (ICE) team. The ICE team will recommend an alternative.
- B. The alternative analysis will be presented to the neighborhood groups. The analysis will be reviewed and the recommended alternative explained.
- C. An alternative will be selected based on Public input and staff recommendation.

Required Performance:

1. Form an Integrated Coordination Evaluation (ICE) team with members within RECIPIENT Departments to review alternative analyses.
2. Publish information concerning the alternative recommended by the ICE team.
3. Present alternative analysis to neighbor groups.
4. Select a preferred alternative.

Task 5 – Preliminary Design Report

- A. Preliminary design of preferred alternative will be completed. Location, size and basic plan and profile layout will be designed using survey data for the preferred alternative. The preliminary design report will include geotechnical data, hydrologic calculations, alternative analysis, cost estimates, and environment information.

Required Performance:

1. Complete preliminary design report for each sub-basin

PART VI. LOAN INTEREST RATE AND TERMS

Source and Availability; LOAN Amounts; LOAN Terms

This LOAN agreement will remain in effect until the date of final repayment of the LOAN, unless terminated earlier according to the provisions herein.

Subject to all of the terms, provisions, and conditions of this LOAN agreement, and subject to the availability of funds, the DEPARTMENT will loan to the RECIPIENT the sum of five million one hundred thousand dollars (\$5,100,000).

When the PROJECT Completion Date has occurred, the DEPARTMENT and the RECIPIENT will

execute an amendment to this LOAN agreement which details the final LOAN amount (Final LOAN Amount), and the DEPARTMENT will prepare a final LOAN repayment schedule, in the form of ATTACHMENT 8. The Final LOAN Amount will be the combined total of actual disbursements made on the LOAN and all accrued interest to the computation date.

The Estimated LOAN amount and the Final LOAN amount (in either case, as applicable, a "LOAN Amount") will bear interest at the rate of 2.3 percent per annum, calculated on the basis of a 365 day year. Interest on the Estimated LOAN Amount will accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final LOAN Amount will be repaid in equal installments semiannually over a term of 20 years, as provided in ATTACHMENT 8.

PART VII. ALL AGREEMENTS CONTAINED HEREIN

The RECIPIENT will ensure this PROJECT is completed according to the details of this LOAN agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work, if approved by the DEPARTMENT.

Webpage addresses may be provided throughout this LOAN agreement for your convenience, however, if any of these addresses do not work, it is the responsibility of the RECIPIENT to contact the DEPARTMENT for the updated webpage address or the necessary information.

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This LOAN agreement
- ATTACHMENT 1: Opinion of RECIPIENT's Legal Counsel
- ATTACHMENT 2: Authorizing Ordinance or Resolution
- ATTACHMENT 3: Preaward Compliance Review Report for All Applicants Requesting Federal Assistance
- ATTACHMENT 4: General Project Management Requirements
- ATTACHMENT 5: Agreement Definitions
- ATTACHMENT 6: LOAN General Terms and Conditions (Pertaining to Grant and Loan Agreements) of the Department of Ecology
- ATTACHMENT 7: The Federal Funding Accountability and Transparency Act (FFATA) & The Clean Water State Revolving Fund Initial Data Reporting Sheet
- ATTACHMENT 8: Estimated LOAN Repayment Schedule
- The effective edition, at the signing of this LOAN agreement, of the DEPARTMENT's *"Administrative Requirements for Recipients of Ecology Grants and Loans"*
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations
- As a subrecipient of federal funds (Catalogue of Federal Domestic Assistance Number 66.458) , the RECIPIENT must comply with the following federal regulations:
 - OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
 - OMB Circular A-133, Compliance Supplement
 - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
 - OMB Circular A-102, Uniform Administrative Requirements

No changes, additions, or deletions to this LOAN agreement will be authorized without a formal written amendment, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the loan budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

By signing this LOAN agreement, the RECIPIENT acknowledges that opportunity to thoroughly review the terms of this LOAN agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, or guidelines mentioned in this LOAN agreement was given.

IN WITNESS WHEREOF, the DEPARTMENT and the RECIPIENT have signed this LOAN agreement as of the dates set forth below, to be effective as provided above.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SPOKANE

DONALD A. SEEBERGER DATE
WATER QUALITY
ACTING PROGRAM MANAGER

DAVID A. CONDON DATE
MAYOR

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL
(October 29, 2009)

Boilerplate Update August 15, 2013

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of City of Spokane [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

Date

ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION

ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS REQUESTING FEDERAL ASSISTANCE

Form available electronically at: <http://www.epa.gov/ogd/forms/forms.htm>

(Super crosscutter: required for all loans, except Centennial)

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance <small>Note: Read instructions on other side before completing form.</small>		
I.	Applicant/Recipient (Name, Address, State, Zip Code).	DUNS No.
	City of Spokane, 808 W Spokane Falls Blvd, Spokane, WA 99201-3334	829976377
II.	Is the applicant currently receiving EPA assistance?	
	YES	
III.	List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
	Please see attached	
IV.	List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
	N/A	
V.	List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))	
	See attached	
VI.	Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. <input type="checkbox"/> Yes <input type="checkbox"/> No c. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No a. Do the methods of notice accommodate those with impaired vision or hearing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No c. Does the notice identify a designated civil rights coordinator? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
VII.*	Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
VIII.*	Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))	
	No-Data is readily available from State and federal government websites.	
IX.*	Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	
	Yes Human resources is notified and works with the affected department	
X.*	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.	
XI.*	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.	
	Yes-Copy attached	
For the Applicant/Recipient I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.		
A.	Signature of Authorized Official	B. Title of Authorized Official Human Resources Analyst C. Date 7/30/13
For the U.S. Environmental Protection Agency I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.		
A.	Signature of Authorized EPA Official	B. Title of Authorized EPA Official C. Date

See ** note on reverse side

Instructions for EPA FORM 4700-4 (Rev. 04/2009)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

- III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race,color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)

Information Redacted

- V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

Compliance reviews include EPA Preaward reviews, DOJ grant EEOP Programs and the bi-annual EEO4 report due on 9/30/13.

RECEIVED
06-13-06
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0620-06-16 LGL 2006-26
TITLE: DISCRIMINATION IN THE WORKPLACE EFFECTIVE DATE: March 3, 1986 REVISION EFFECTIVE DATE: June 28, 2006	

1.0 GENERAL

- 1.1 The City of Spokane is legally required to adhere to personnel policies that are in accord with federal equal employment opportunity laws, executive orders, state laws and local ordinances forbidding illegal discrimination against employees. Employees have the right to work in an environment free from discrimination.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City divisions and departments.

3.0 REFERENCES

42 USC 2000e et. seq.
RCW chapter 49.60
SMC chapter 1.06

4.0 DEFINITIONS

- 4.1 "Discrimination" means different or unequal treatment on the basis of race, religion, color, national origin, gender, sexual orientation, marital status, age, familial status or disability.

5.0 POLICY

5.1 It is the policy of the City of Spokane to maintain a work environment free of discrimination in any form, whether it is blatant or subtle. It is the responsibility of all employees of the City to help provide a work environment free of illegal discriminatory practices, intimidation or coercion.

5.2 Examples of Discrimination

5.2.1 Discrimination in employment occurs when an employer hires, promotes, disciplines, demotes or terminates an employee or makes any employment related decision solely or in part on the basis of that person's race, religion, color, national origin, gender, marital status, sexual orientation, age, familial status or disability.

5.2.2 Examples of discriminatory behavior include but are not limited to racial and ethnic jokes, slurs, cartoons, gestures and other disrespectful comments directed at or about persons because of their race, religion, color, national origin, gender, sexual orientation, marital status, age, familial status or disability.

5.3 Potential Liability of Employer

5.3.1 The City and individual employees can be held liable for discrimination.

5.3.2 The City may be liable for discrimination by supervisors regardless of whether or not the City is aware of the discrimination.

5.3.3 The City may also be liable for discrimination by employees against non-employees in the workplace if the City is or should be aware of the conduct and does not take corrective measures.

5.3.4 Supervisors may be personally liable for failure to take corrective action.

6.0 PROCEDURE

6.1 Responsibilities

6.1.1 Each employee is responsible for maintaining a work environment free of discrimination, including discrimination against a co-worker.

6.1.2 Managers and supervisors are responsible for taking prompt, appropriate corrective action whenever they know of or should know of conduct that could be considered discriminatory.

- 6.1.3 When the Human Resources Director is notified of discrimination, he or she is responsible for taking the action necessary to ensure that the discrimination stops and that appropriate disciplinary action is taken.

6.2 Complaint Procedure

- 6.2.1 A complainant is encouraged to use the City's complaint procedure to resolve discrimination complaints. Complaints may be made in writing or by any means accessible to the complainant. Complaint forms are available in the Human Resources Department. Complainants may also file with appropriate state and federal agencies such as:

State of Washington

Washington State Human Rights Commission; Rockpointe Plaza 3, 1330 North Washington Street, Suite 2460, Spokane, WA 99201, (509) 568-3196, TDD (800) 300-7575, Voice (800) 233-3247.

Federal Government

U.S. Equal Employment Opportunity Commission, 909 First Avenue, Suite 400, Seattle, WA 98104-1061, (206) 220-6883, TDD (206) 220-6882, FAX (206) 220-6911, Voice (800) 669-4000

Office of Federal Contract Compliance Programs, Districts IX & X, 71 Stevenson Street, Suite 1700, San Francisco, CA 94105, (415) 848-6969

- 6.2.2 Violations of this policy against discrimination will ideally be resolved at the lowest level, informally and effectively. All employees of the City of Spokane are encouraged to use the internal complaint procedure whenever it is believed that discrimination has occurred.
- 6.2.3 An employee exposed to discrimination may assertively tell the offending person that the conduct is unwelcome and must cease immediately.
- 6.2.4 If the above step 6.2.3 is not effective or feasible and the employee desires an internal resolution of the complaint, the process outlined below shall be followed:
- a. The complainant should bring the issue to the supervisor's attention in a timely manner. If the supervisor is the one engaging in the discriminatory conduct, or the individual does not wish to tell the supervisor, the situation should be brought to the attention of that person's supervisor.

b. When supervisors are notified of alleged discrimination, they shall immediately:

1. Document and report the incident to the department head.
2. Investigate the complaint.
3. Take appropriate corrective action.
4. Forward the results of the investigation to the Human Resources Department.
5. Provide official findings and comments to the complainant, in writing, within ten (10) working days of receipt of complaint.

6.2.5 If the above step 6.2.4 is not effective, or if the complainant is not satisfied with the action taken, the issue must be brought to the attention of the Department Head within five (5) working days of receipt of the supervisor's response. The Department Head is responsible for further investigation and must respond in writing to the complainant within ten (10) working days of receiving the complaint. A copy of all correspondence shall be sent confidentially to the Human Resources Director.

6.2.6 Complaints may also be made directly to the Human Resources Director.

6.2.7 No individual will be retaliated against or otherwise adversely affected in employment as a result of making a discrimination complaint or for participating in a complaint investigation or as a result of being erroneously accused of discrimination.

6.3 Employee Rights

6.3.1 Employee rights are also protected through the remedies available under the Washington State Laws Against Discrimination, RCW 49.60, the U.S. Civil Rights Act of 1964, the Civil Rights Act of 1991, the Spokane Municipal Code Chapter 1.06, and other laws such as the Age Discrimination in Employment Act of 1967, the Pregnancy Discrimination Act of 1974 and the American with Disabilities Act of 1990, and other laws.

6.4 Employee Responsibilities

6.4.1 Employees are required to cooperate fully in the processing of the complaint. Employees may be allowed to be accompanied by a union representative or a person of comfort. If the employee chooses to have an attorney present, the cost of the attorney will be the sole responsibility of the employee.

6.5 Administration

6.5.1 When a violation continues, the Human Resources Department shall be consulted immediately. The Human Resources Department is to be notified of all discrimination complaints so that a record may be maintained as required by the Equal Employment Opportunity Commission.

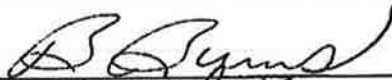
7.0 RESPONSIBILITIES

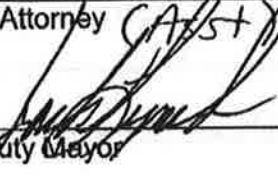
The Human Resources Department shall administer this policy.

8.0 APPENDICES


Discrimination / Harassment Complaint Form

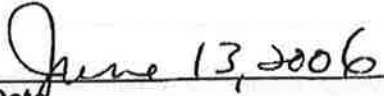
APPROVED BY:



City Attorney (Atty)


Deputy Mayor



Director


Date

DISCRIMINATION/HARASSMENT COMPLAINT FORM

Name: _____ Date: _____

Phone: _____ Email: _____ Department: _____

Address: _____ City: _____ State: _____ Zip: _____

Is this a discrimination/harassment complaint? Yes ☐ No ☐ Are you a City employee? Yes ☐ No ☐

If yes, have you notified your supervisor? Yes ☐ No ☐ If yes, what was the outcome? _____

This complaint is based on: (Check all that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> Age | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Disability | <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex/Gender |
| <input type="checkbox"/> Familial Status | <input type="checkbox"/> Race/Color | <input type="checkbox"/> Sexual Harassment |
| <input type="checkbox"/> Workplace Harassment | <input type="checkbox"/> Other Please Note: _____ | <input type="checkbox"/> Sexual Orientation |

Who allegedly discriminated against/harassed you: _____

Is the alleged offender a City employee? Yes ☐ No ☐ Department: _____

Where did it take place? _____

When did it take place? _____

Was this a single incident? Yes ☐ No ☐ If more than once, how many times? _____

How did the discrimination/harassment take place? _____

Please explain additional details of complaint including why you feel you were discriminated against and or harassed. List any witnesses:

In filing this complaint please explain the resolution you would like: _____

The following information is VOLUNTARY and is requested for statistical purposes

Age: _____ Gender: M ☐ F ☐ Race/Ethnicity _____ Disability _____

Signature: _____ Date: _____

*****FOR OFFICE USE*****

Complaint received by: Email ☐ Mail ☐ Phone ☐ Walk-In ☐ Prior Appointment ☐

Date complaint received: STAMP HERE

Detail of action taken: _____

Referral(s):

Date: _____ To: _____

Date: _____ To: _____

Complaint Closed: _____

Is complainant satisfied with outcome? Yes ☐ No ☐

Complainant Remarks (if any):

If you need assistance in filing your complaint please contact the Human Resources Department
at the address below or call (509) 625-6703

PLEASE MAIL THIS FORM TO:

CITY OF SPOKANE HUMAN RESOURCES DEPARTMENT, 4TH FLOOR

808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201-3327

OR FAX TO: (509) 625-6379

ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS
FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
AND CENTENNIAL CLEAN WATER PROGRAM PROJECTS
(UNLESS MODIFIED BY A SPECIAL TERM AND CONDITION IN PART V.)

ACCOUNTING STANDARDS

The RECIPIENT will maintain accurate records and accounts for the PROJECT ("PROJECT Records") in accordance with Chapter 43.09.200 RCW "Local Government Accounting - Uniform System of Accounting."

These PROJECT Records will be separate and distinct from the RECIPIENT's other records and accounts (General Accounts). Eligible costs will be audited every other year or annually if more than \$500,000 of federal funds are received in any given year. Audits will be performed by an independent, certified accountant or state auditor, which may be part of the annual audit of the General Accounts of the RECIPIENT. If the annual audit includes an auditing of this PROJECT, a copy of such audit, including all written comments, recommendations, and findings, will be furnished to the DEPARTMENT within 30 days after receipt of the final audit report.

ACTIVITIES PROJECTS: TECHNICAL ASSISTANCE

Technical assistance for agriculture activities provided under the terms of this LOAN will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, technical assistance, proposed practices, or PROJECT designs that do not meet these standards may be accepted if approved in writing by the NRCS and the DEPARTMENT.

ACTIVITIES PROJECTS: BEST MANAGEMENT PRACTICES

Best Management Practices (BMPs) intended primarily for production, operation, or maintenance are not eligible. BMPs must be pre approved by the DEPARTMENT.

AUTHORITY

Authority of RECIPIENT

This LOAN agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the ordinance or resolution attached as ATTACHMENT 2.

Opinion of RECIPIENT's Legal Counsel

The DEPARTMENT has received an opinion of legal counsel to the RECIPIENT in the form and substance of Attachment 1.

CERTIFICATIONS

The RECIPIENT certifies by signing this LOAN agreement that all negotiated interlocal agreements necessary for the PROJECT are, or will be, consistent with the terms of this LOAN agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT will submit a copy of each interlocal agreement necessary for the PROJECT to the DEPARTMENT.

The RECIPIENT certifies by signing this LOAN agreement that all applicable requirements have been satisfied in the procurement of professional services and that eligible and ineligible costs are separated and identifiable. The RECIPIENT will submit a copy of the final negotiated agreement to the DEPARTMENT for eligibility determination.

The RECIPIENT certifies by signing this LOAN agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or will be, met in procuring

qualified architectural/engineering services. The RECIPIENT will identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to the DEPARTMENT.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT will provide immediate written notice to the DEPARTMENT if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The RECIPIENT may contact the DEPARTMENT for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DEPARTMENT before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET)

The RECIPIENT will submit the completed Data Reporting Sheet to the DEPARTMENT. The completed and signed Data Reporting Sheet will be included in this LOAN agreement as ATTACHMENT 7 (see ATTACHMENT 7 for further instructions).

COMMENCEMENT OF WORK

The DEPARTMENT reserves the right to terminate this LOAN agreement if work does not commence on the project within 4 months after the DEPARTMENT's deadline for signing this LOAN agreement.

COVENANTS AND AGREEMENTS

Acceptance

The RECIPIENT accepts and agrees to comply with all terms, provisions, conditions, and commitments of this LOAN agreement, including all incorporated and referenced documents, and to fulfill all assurances, declarations, representations, and commitments made by the RECIPIENT in its application, accompanying documents, and communications filed in support of its request for a LOAN.

Accounts and Records

The RECIPIENT will keep proper and separate accounts and records in which complete and separate entries will be made of all transactions relating to this LOAN agreement. The RECIPIENT will keep such records for six years after receipt of final LOAN disbursement.

Alteration and Eligibility of PROJECT

During the term of this LOAN agreement, the RECIPIENT (i) will not materially alter the design or structural character of the PROJECT without the prior written approval of the DEPARTMENT and (ii) will take no action which would adversely affect the eligibility of the PROJECT as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Collection of ULID Assessments (if used to secure the repayment of this LOAN)

All ULID Assessments in the ULID will be paid into the LOAN Fund and used to pay the principal of and interest on the LOAN. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

Free Service

The RECIPIENT will not furnish Utility service to any customer free of charge if providing that free service will affect the RECIPIENT's ability to meet the obligations of this LOAN agreement.

Insurance

The RECIPIENT will at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

Levy and Collection of Taxes (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the LOAN, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Maintenance and Operation of a Funded Utility

The RECIPIENT will at all times maintain and keep a funded Utility in good repair, working order and condition and also will at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the

Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the LOAN.

Reserve Requirement

For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the LOAN equivalent to at least the Average Annual Debt Service on the LOAN during the first five years of the repayment period of the LOAN. This amount will be deposited in a Reserve Account in the LOAN Fund in approximately equal annual payments commencing within one year after the Initiation of Operation or the PROJECT Completion Date, whichever comes first.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, an account of that name created in the LOAN Fund to secure the payment of the principal and interest on the LOAN. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (i) to make, in part or in full, the final repayment to the DEPARTMENT of the LOAN Amount or, (ii) if not so applied, for any other lawful purpose of the RECIPIENT once the LOAN Amount, plus interest and any other amounts owing to the DEPARTMENT, have been paid in full.

Sale or Disposition of Utility

The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.
3. The RECIPIENT receives from the transferee an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and LOAN Funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph will be used (i) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the LOAN, or (ii) to provide for part of the cost of additions to and betterments and extensions of the Utility.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act or Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT’s project manager prior to any soil disturbing activities. The EZ-1 Form must be submitted to the DEPARTMENT’s Project Manager at least eight weeks prior to the start of soil disturbing activity to prevent delays. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Section 106 or Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Section 106 or Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are

grant eligible and reimbursable.

The Washington State Department of Archaeology and Historic Preservation provide guidance on-line.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this LOAN agreement.

Non-discrimination Provision. The RECIPIENT will not discriminate on the basis of race, color, national origin or sex in the performance of this LOAN agreement. The RECIPIENT will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this LOAN agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT will comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this LOAN agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from the DEPARTMENT. The RECIPIENT will, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this LOAN agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Office of Minority Women Business Enterprises** as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this LOAN agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Office of Minority Women Business Enterprises**.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this LOAN agreement. Records documenting compliance with the following six good faith efforts will be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. *Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.*

- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms may be obtained from the DEPARTMENT's Water Quality Program financial assistance website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit the DEPARTMENT's MBE/WBE participation report - Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that recipients of identified loans also comply with provisions of 40CFR, Section 33.302. The RECIPIENT will include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this LOAN agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list will include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

EFFECTIVE DATE:

The effective date of this LOAN agreement is earliest date on which eligible costs can be incurred.

ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY:

RECIPIENTs will ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems will include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE)

Planning documents developed by the RECIPIENT must meet the requirements of Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities" and incorporate the State Environmental Review Process (SERP) review.

State Environmental Review Process (SERP) and Federal Cross-Cutters.

The RECIPIENT must comply with applicable SERP and federal cross cutting requirements. Costs incurred for construction activities prior to DEPARTMENT concurrence are not eligible for reimbursement.

Investment Grade Efficiency Audit (IGEA). For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, the RECIPIENT must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

Plans and Specifications. Plans and specifications developed by the RECIPIENT must be reviewed and approved by Water Quality Program staff of the DEPARTMENT and be consistent with:

1. Requirements stated in Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities," as related to plans and specifications.
2. Good engineering practices and generally recognized engineering standards, including, but not limited to, the most recent versions of the *State of Washington's Criteria for Sewage Works Design*, the *Stormwater Management Manual for Western Washington*, the *Stormwater Management Manual for Eastern Washington*, and the Washington State Department of Transportation *Hydraulics Manual*.
3. The approved facilities plan.
4. Other reports approved by the DEPARTMENT which pertain to the facilities design.

Specification Insert. The RECIPIENT will include the *Washington State Department of Ecology Water Pollution Control Revolving Fund Specifications Insert* as a special condition in the construction contract specifications. Contact the DEPARTMENT for the required specification inserts.

RECIPIENT Approval. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.

Bid and Award Submittals (as applicable). The RECIPIENT will submit to the DEPARTMENT the following documents relating to bidding and award of any contract funded by this agreement:

1. A copy of the advertisement for bids.
2. A tabulation of all bids received, and a copy of the bid proposal from the successful bidder,
3. A copy of the Notice of Award, a copy of the executed contract, and a copy of the Notice to Proceed.

Construction Cost Estimate. The RECIPIENT will submit to the DEPARTMENT a current, updated, detailed construction cost estimate along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

Form of Plans. All construction plans submitted to the DEPARTMENT for review and approval will be reduced to no larger than 11" x 17" in size. They may, at the RECIPIENT's option, be bound with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. All PDF documents submitted will be at a resolution of 300 dpi or better.

DEPARTMENT Approval. The RECIPIENT will not proceed with any construction-related activities until the DEPARTMENT approves in writing all necessary plans and specifications.

Bids and Awards. DEPARTMENT approval of the plans, specifications, and construction documents authorizes the RECIPIENT to solicit bids and award the construction contract (or reject bids) without further DEPARTMENT authorization or approval. However, any additional costs resulting from successful bid protests or other claims due to improper bid solicitation and award procedures will not be considered eligible for LOAN participation.

Plan of Interim Operation. The RECIPIENT must update the plan of interim operation, as appropriate, throughout the PROJECT.

Construction Quality Assurance Plan. The RECIPIENT will submit to the DEPARTMENT a detailed construction quality assurance plan at least 30 days prior to the commencement of construction in compliance with WAC 173-240-075. This plan must describe how adequate and competent construction inspection will be provided for the PROJECT.

Construction Schedule. The RECIPIENT will submit to the DEPARTMENT a construction schedule within 30 days of the start of construction. The RECIPIENT will revise and update the construction schedule whenever major changes occur and resubmit the schedule to the DEPARTMENT. When changes in the construction schedule affect previous cash flow estimates, the RECIPIENT will also submit to the DEPARTMENT a revised cash flow projection. The project manager may request this schedule in an electronic file format.

Change Orders. Change orders that are a significant deviation from the approved plans/specifications must be submitted in writing for DEPARTMENT review and approval, prior to execution. The RECIPIENT will submit all other change orders to the DEPARTMENT within 30 days after execution.

The DEPARTMENT may approve, through formal amendment to this LOAN agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).

Adjusted Construction Budget. The construction budget, as reflected in the LOAN, will be adjusted once actual construction bids are received. If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve funding increases for up to ten percent of the engineer's original estimate. If the low responsive responsible construction bid(s) are lower than estimated the DEPARTMENT may reduce funding to reflect the low bid amount. The DEPARTMENT may also reassess the LOAN amount based on additional funding from other sources received by the RECIPIENT after negotiation of this LOAN agreement. All changes to the LOAN amount will be done by formal amendment to this LOAN agreement.

Record Drawings. Upon completion of construction, the RECIPIENT will provide the

DEPARTMENT's Project Manager with a set of record drawings (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction) in AutoCAD electronic format, and in reduced (11"x17") paper copy format.

Declaration of Construction Completion. Along with the set of record drawings, the RECIPIENT will provide certification in the form contained in WAC 173-240-095, signed by a professional engineer, indicating that the PROJECT was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT.

Final Project Report. The RECIPIENT will complete and submit a Final Project Report upon completion of the PROJECT. A template is available on the DEPARTMENT's website..

Operations and Maintenance Manual. An Operations and Maintenance Manual ("O&M Manual") will be prepared in conformance with WAC 173-240-080, "Operation and Maintenance Manual" or other applicable guidance and submitted to the DEPARTMENT for approval. The O&M Manual will be updated as necessary following start-up to reflect actual operating experience. The DEPARTMENT's project manager may request the O&M Manual be submitted in either paper format, PDF format, Microsoft Word, or other electronic file format acceptable to the DEPARTMENT's project manager. All PDF documents submitted will be at a resolution of 300 dpi or better.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

In order to comply with the FFATA, the RECIPIENT must complete the Data Reporting Form (see Attachment 7 for further instructions) and return it to the DEPARTMENT. The DEPARTMENT will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. RECIPIENTS who do not have a DUNS number can find guidance at www.grants.gov. Please note that the DEPARTMENT will not sign this LOAN agreement until it has received the completed FFATA Data Collection Form. The RECIPIENT will submit this form electronically as well as provide a hard copy to the DEPARTMENT (see ATTACHMENT 7 for detailed instructions).

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using the DEPARTMENT's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

FORCE ACCOUNT

Prior to using its own forces to accomplish eligible PROJECT work, the RECIPIENT must request DEPARTMENT approval. The request must include a dollar amount and general description of the force account work. The request must also include a certification that the RECIPIENT has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT agrees to track and report the force account work submitted to the DEPARTMENT for reimbursement.

FUNDING RECOGNITION

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project or facility. Department logos must be on all signs and documents. Logos will be provided as needed.

GROWTH MANAGEMENT PLANNING

The RECIPIENT certifies by signing this LOAN agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management—Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT will notify the DEPARTMENT in writing of this change within 30 days.

HOTEL AND MOTEL FIRE SAFETY ACT

The RECIPIENT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

INCREASED OVERSIGHT (IF APPLICABLE)

The DEPARTMENT's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INTERIM REFINANCE (IF APPLICABLE)

The RECIPIENT agrees to use the funding from this LOAN agreement to pay-off existing debt for eligible costs incurred to complete this PROJECT, and to fund all or part of the remaining tasks outlined for this PROJECT. The RECIPIENT will maintain clear documentation of the debt pay-off and make such documentation available to the DEPARTMENT upon request.

LOAN REPAYMENT

Sources of LOAN Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the LOAN from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein will be absolute and unconditional, and will not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the LOAN from the DEPARTMENT, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This LOAN is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This LOAN is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured; Lien Position. This LOAN is a Revenue-Secured Debt of the RECIPIENT's Utility. This LOAN will constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this LOAN is also secured by Utility Local Improvement Districts (ULID) Assessments, this LOAN will constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.
5. Other Sources of Repayment. The RECIPIENT may repay any portion of the LOAN from any funds legally available to it.
6. Defeasance of the LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will not be entitled to, and will not affect, an economic Defeasance of the LOAN. The RECIPIENT will not advance refund the LOAN.

If the RECIPIENT defeases or advance refunds the LOAN, it will be required to use the

proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) the LOAN Amount with interest
- (ii) any other obligations of the RECIPIENT to the DEPARTMENT under this LOAN agreement, unless in its sole discretion the DEPARTMENT finds that repayment from those additional sources would not be in the public interest.

Failure to repay the LOAN Amount plus interest within the time specified in the DEPARTMENT's notice to make such repayment will incur Late Charges and will be treated as a LOAN Default.

7. Refinancing or Early Repayment of the PROJECT. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will give the DEPARTMENT thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the LOAN.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this LOAN agreement, the first semiannual payment of principal and interest on this LOAN will be paid no later than one year after the PROJECT Completion Date or Initiation of Operation Date whichever comes first.

Equal payments will be due every six months thereafter.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment will be due on the next business day for Washington State agencies.

Payments will be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with the DEPARTMENT's Financial Manager.

No change to the amount of the semiannual principal and interest payments will be made without a formal amendment to this LOAN agreement. The RECIPIENT will continue to make semiannual payments based on this LOAN agreement until the amendment is effective, at which time the RECIPIENT's payments will be made pursuant to the amended LOAN agreement.

2. Late Charges. If any amount of the Final LOAN Amount or any other amount owed to the DEPARTMENT pursuant to this LOAN agreement remains unpaid after it becomes due and payable, the DEPARTMENT may assess a Late Charge. The Late Charge will be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the LOAN is subject to the following additional limitations, among others: those on Defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the LOAN or any portion of the remaining unpaid principal balance of the LOAN Amount. Any prepayments on the LOAN will be applied first to any accrued interest due and then to

the outstanding principal balance of the LOAN Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT will first contact the DEPARTMENT's Revenue/Receivable Manager of the Fiscal Office.

LOCAL LOAN FUND PROJECTS (IF APPLICABLE)

Local Loan Fund. The RECIPIENT will use the funds received from the DEPARTMENT under this LOAN agreement to establish and administer a local loan fund.

Local Loan Fund Servicing. The RECIPIENT will be responsible for local loan servicing and collecting and tracking local loan payments, but may contract for such services through a lending institution. The RECIPIENT will officially approve or deny the local loan request and will establish the local loan interest rate and the repayment period.

Schedule. A schedule for PROJECT completion, including milestone dates for loan marketing activities, numbers of loan applications and closures, disbursements, application deadlines, etc., will be submitted by the RECIPIENT with each quarterly progress report.

MODIFICATIONS TO AGREEMENT

No subsequent amendments to this LOAN agreement will be of any force or effect unless reduced to a writing and signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made part hereof, except:

Insubstantial modifications may be approved in writing by the Department's Project Manager without a formal amendment. Insubstantial changes include:

- LOAN agreement contact
- Contact for billing/invoice questions
- The DEPARTMENT'S Project Manager or Financial Manager
- Frequency and number of required submittals
- Budget allocations not affecting the total LOAN Amount
- Similar changes requested by the RECIPIENT

No amendment to this LOAN agreement will be effective until accepted or affirmed in writing by the DEPARTMENT. In no event will any oral agreement or oral commitment be effective to amend this LOAN agreement.

PAYMENT TO CONSULTANTS:

The RECIPIENT will ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants(excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

PAYMENT REQUEST SUBMITTALS

Equipment Purchase

Equipment not included in a construction plans and specification approval must be pre-approved by the DEPARTMENT's project manager.

Requests for Reimbursement

Instructions for submitting payment requests are found in ADMINISTRATIVE REQUIREMENTS, PART IV available on the DEPARTMENT's website or in hard copy upon request.

1. Procedure. Payment requests will be submitted by the RECIPIENT to the Financial Manager and the Project Manager of the DEPARTMENT no more than once a month unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.
2. Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a "reimbursable basis."
3. Documentation: Each request for payment will include back-up documentation of the eligible expenses being requested for reimbursement and a progress report.
4. Required Forms: Invoice voucher submittals will include (forms available on our website):
 - State of Washington Invoice Voucher Form A19-1A
 - Form B2 (ECY 060-7)
 - Form C2 (ECY 060-9)
 - Form D (ECY 060-11)
 - Progress Report Form
5. Period of Payment. Payments will only be made for eligible costs of the PROJECT pursuant to the LOAN agreement and performed after the effective date and prior to the expiration date of the LOAN agreement, unless those dates are specifically modified in this LOAN agreement.
6. Ineligible Costs. Payments will be made only for eligible PROJECT costs incurred and will not exceed the Estimated LOAN Amount. If any audit identifies LOAN funds which were used to support ineligible costs, such funds may be immediately due and payable to the DEPARTMENT notwithstanding any provision to the contrary herein.
7. Overhead Costs. No payment for overhead costs in excess of 25 percent of salaries and benefits of the RECIPIENT will be allowed.
8. Certification. Each payment request will constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this LOAN agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the PROJECT or to repay the principal or interest on the LOAN, have occurred since the date of this LOAN agreement. Any changes in the RECIPIENT's financial condition will be disclosed in writing to the DEPARTMENT by the RECIPIENT in its request for payment.

New Electronic System "Ecology Administration of Grants and Loans (EAGL)"

The DEPARTMENT is currently developing a web-based grant and loan management system. The DEPARTMENT will be transitioning to this new web-based system in the future. Once the transition has taken place payment requests and progress reports will be submitted electronically.

POST PROJECT ASSESSMENT SURVEY

The RECIPIENT agrees to participate in a brief survey regarding the key PROJECT results or water quality PROJECT outcomes and the status of long-term environmental results or goals from the PROJECT approximately three years after PROJECT completion. A representative from the DEPARTMENT's Water Quality Program will contact the RECIPIENT to request this data. The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the PROJECT, as part of this assessment.

PREVAILING WAGE

Prevailing Wage (Davis-Bacon Act):

The RECIPIENT agrees, by signing this LOAN agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors will be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT will obtain the wage determination for the area in which the PROJECT is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations will be incorporated into solicitations and any subsequent contracts. The RECIPIENT will ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT will maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this LOAN agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the PROJECT involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

PROCUREMENT

The RECIPIENT is responsible for procuring professional, personal, and other services using sound business judgment and good administrative procedures. This includes issuance of invitation of bids, requests for proposals, selection of contractors, award of subagreements, and other related procurement matters. The RECIPIENT will follow State procurement laws.

PROGRESS REPORTS

The RECIPIENT will submit a progress report to the DEPARTMENT Financial Manager and Project Manager with each payment request or at least quarterly or such other schedule as set forth herein.

Quarterly reports will cover the periods:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a progress report. A progress report must be submitted at least quarterly even if no progress has occurred.

A Progress Report Form is available on the DEPARTMENT's website. At a minimum, all progress reports must contain the items outlined in the DEPARTMENT's Progress Report Form. The DEPARTMENT may request additional information as necessary.

The RECIPIENT will also report in writing to the DEPARTMENT any problems, delays, or adverse conditions which will materially affect its ability to meet PROJECT objectives or time schedules. This disclosure will be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation.

New Electronic System "Ecology Administration of Grants and Loans (EAGL)"

The DEPARTMENT is currently developing a web-based grant and loan management system. The DEPARTMENT will be transitioning to this new web-based system in the future. Once the transition has taken place payment requests and progress reports will be submitted electronically.

REPRESENTATIONS AND WARRANTIES

The RECIPIENT represents and warrants to the DEPARTMENT as follows:

A. Existence; Authority.

It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this LOAN agreement and to undertake the PROJECT identified herein.

B. Application; Material Information.

All information and materials submitted by the RECIPIENT to the DEPARTMENT in connection with its LOAN application were, when made, and are, as of the date the RECIPIENT executes this LOAN agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the PROJECT, the LOAN, or this LOAN agreement known to the RECIPIENT which has not been disclosed in writing to the DEPARTMENT.

C. Litigation; Authority.

No litigation is now pending or, to the RECIPIENT'S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this LOAN agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the LOAN (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the LOAN (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iii) in any manner questioning the proceedings and authority under which the LOAN agreement, the LOAN, or the PROJECT are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this LOAN agreement has been repealed, revoked, or rescinded.

D. Not an Excess Indebtedness

For LOANs secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this LOAN agreement and the LOAN to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

E. Due Regard

For LOANs secured with a Revenue Obligation: The RECIPIENT has exercised due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the LOAN Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, will be available over and above such Maintenance and Operation Expense and those debt service requirements.

SEWER-USER ORDINANCES AND USER-CHARGE SYSTEM (IF APPLICABLE)

Sewer-Use Ordinance or Resolution

If not already in existence, the RECIPIENT will adopt and will enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to: 1) prohibit the introduction of toxic

or hazardous wastes into the RECIPIENT's sewer system; 2) prohibit inflow of stormwater; 3) require that new sewers and connections be properly designed and constructed; and 4) require all existing and future residents to connect to the sewer system. Such ordinance or resolution will be submitted to the DEPARTMENT upon request by the DEPARTMENT.

User-Charge System

The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and will adopt a system of user-charges to assure that each user of the utility will pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the PROJECT.

In addition, the RECIPIENT will regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required LOAN Reserve Account, and to repay the LOAN.

SMALL COMMERCIAL ON-SITE SEWAGE SYSTEM REPAIR AND REPLACEMENT (IF APPLICABLE)

On-site sewage system repair or replacement funding may be provided to eligible small commercial enterprises. The definition of "small commercial" requires that the average daily flows from any one single business cannot exceed 3,500 gallons per day. These enterprises may include public lodging (including motels, hotels, and bed and breakfast establishments), rentals (apartments, duplexes, or houses), small restaurants, stores, or taverns.

The DEPARTMENT may adjust interest rates to below 2.3 percent based on evaluation of the RECIPIENT's total portfolio of local on-site sewage system loans issued to homeowners and small commercial enterprises.

The following is the Revolving Fund interest rate schedule for loans targeted to homeowners at three levels of county median household income:

County Median Household Income*	Revolving fund Adjustable Interest Rate Schedule	
	5-Year Term	20-Year Term
Above 80%	1.14%	2.3 %
50 – 80%	0.6%	1.14%
Below 50%	0%	0.6 %

The following is the Revolving Fund interest rate schedule for loans targeted to small commercial enterprises at three levels of annual gross revenue:

Small Commercial Enterprise Annual Gross Revenue	Revolving Fund Adjustable Interest Rate Schedule	
	5-Year Term	20-Year Term
Above \$100,000	1.14%	2.3 %
\$50,000 - \$100,000	0.6%	1.14%
Below \$50,000	0%	0.6 %

In order for a small commercial enterprise to be considered for extreme hardship, the business must provide documentation to substantiate that annual gross revenue is less than \$100,000.

The RECIPIENT agrees to submit a final compilation of the local loans provided to homeowners and small commercial enterprises throughout the duration of the PROJECT. The list will include information provided by the RECIPIENT regarding the number and final dollar amounts of loans funded in the following respective homeowner income and small commercial enterprise revenue levels:

- County Median Household Income
 - Above 80 %
 - 50 to 80 %
 - Below 50 %
- Small Commercial Enterprise Annual Gross Revenue
 - Above \$100,000
 - \$50,000 to \$100,000
 - Below \$50,000

TERMINATION AND DEFAULT; REMEDIES

A. Termination and Default Events

1. For Insufficient DEPARTMENT or RECIPIENT Funds. This LOAN agreement may be terminated by the DEPARTMENT for insufficient DEPARTMENT or RECIPIENT funds.
2. For Failure to Commence Work. This LOAN agreement may be terminated by the DEPARTMENT for failure of the RECIPIENT to commence PROJECT work.
3. Past Due Payments. The RECIPIENT will be in default of its obligations under this LOAN agreement when any LOAN repayment becomes 60 days past due.
4. Other Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this LOAN agreement. The RECIPIENT will be in default of its obligations under this LOAN agreement if, in the opinion of the DEPARTMENT, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this LOAN agreement.

B. Procedures for Termination

If this LOAN agreement is terminated prior to PROJECT completion, the DEPARTMENT will provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the DEPARTMENT will specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the LOAN and all accrued interest (the "Termination Payment Date").

C. Termination and Default Remedies

1. No Further Payments. On and after the Termination Date, or in the event of a default event, the DEPARTMENT may, in its sole discretion, withdraw the LOAN and make no further payments under this LOAN agreement.
2. Repayment Demand. In response to a DEPARTMENT initiated termination event, or in response to a LOAN default event, the DEPARTMENT may in its sole discretion demand that the RECIPIENT repay the outstanding balance of the LOAN Amount and all accrued interest.
3. Interest after Repayment Demand. From the time that the DEPARTMENT demands repayment of funds, amounts owed by the RECIPIENT to the DEPARTMENT will accrue additional interest at the rate of one percent per month, or fraction thereof.
4. Accelerate Repayments. In the event of a default, the DEPARTMENT may in its sole discretion declare the principal of and interest on the LOAN immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration will incur Late Charges.
5. Late Charges. All amounts due to the DEPARTMENT and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable,

will incur Late Charges.

6. Intercept State Funds. In the event of a default event and in accordance with RCW 90.50A.060, "Defaults," any state funds otherwise due to the RECIPIENT may, in the DEPARTMENT's sole discretion, be withheld and applied to the repayment of the LOAN.
7. Property to DEPARTMENT. In the event of a default event and at the option of the DEPARTMENT, any property (equipment and land) acquired under this LOAN agreement may, in the DEPARTMENT's sole discretion, become the DEPARTMENT's property. In that circumstance, the RECIPIENT's liability to repay money will be reduced by an amount reflecting the fair value of such property.
8. Documents and Materials. If this LOAN agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT will, at the option of the DEPARTMENT, become DEPARTMENT property. The RECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
9. Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this LOAN agreement.
10. Fees and Expenses. In any action to enforce the provisions of this LOAN agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) will be awarded to the prevailing party as that term is defined in RCW 4.84.330, "Actions on contract or lease . . .—Waiver prohibited."
11. Damages. Notwithstanding the DEPARTMENT's exercise of any or all of the termination or default remedies provided in this LOAN agreement, the RECIPIENT will not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the state of Washington because of any breach of this LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (Guidelines)*, July 2004 (Ecology Publication No. 04-03-030). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to the DEPARTMENT's Project Manager for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website.

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that

data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal/Environmental Information Management System. Funding RECIPIENTS that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website.

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal may be directed to the EIM Data Coordinator.

If GIS data is collected, DEPARTMENT data standards are encouraged. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT 5: AGREEMENT DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this LOAN agreement:

“Administrative Requirements” means the effective edition of DEPARTMENT's ADMINISTRATIVE REQUIREMENTS FOR ECOLOGY GRANTS AND LOANS at the signing of this LOAN.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the LOAN, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the LOAN to the last scheduled maturity of the LOAN divided by the number of those years.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the PROJECT.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in WAC 173-98-730.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“DEPARTMENT” means the state of Washington, Department of Ecology, or any successor agency or department.

“Estimated LOAN Amount” means the initial amount of funds loaned to the RECIPIENT.

“Final LOAN Amount” means all principal of and interest on the LOAN from the PROJECT Start Date through the PROJECT Completion Date.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual *ad valorem* taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the LOAN Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings

or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the LOAN Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the DEPARTMENT's Funding Guidelines that that correlate to the State Fiscal Year in which the PROJECT is funded.

“Initiation of Operation Date” is the actual date the Water Pollution Control Facility financed with proceeds of the LOAN begins to operate for its intended purpose.

“LOAN” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this LOAN agreement.

“LOAN Amount” means either an Estimated LOAN Amount or a Final LOAN Amount, as applicable.

“LOAN Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the LOAN.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to be first used to repay the principal of and interest on the LOAN.

“PROJECT” means the PROJECT described in this LOAN agreement.

“PROJECT Completion Date” is the date specified in the LOAN agreement as that on which the Scope of Work will be fully completed.

“PROJECT Schedule” is that schedule for the PROJECT specified in the LOAN agreement.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to secure the payment of the principal of and interest on the LOAN.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Scope of Work” means the tasks and activities constituting the PROJECT.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this LOAN agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this LOAN agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the LOAN, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by RCW 90.50A.020.

“Termination Date” means the effective date of the DEPARTMENT’s termination of the LOAN agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to the DEPARTMENT any outstanding balance of the LOAN and all accrued interest.

“Total Eligible PROJECT Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for DEPARTMENT grant or loan funding.

“Total PROJECT Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for DEPARTMENT grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the LOAN Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the LOAN.

(Revised September 2007)

ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS
PERTAINING TO GRANT AND LOAN AGREEMENTS OF
THE DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee,

commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement

sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

Modified 12/13

**ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) & EPA DATA REPORTING SHEET (DATA
REPORTING SHEET)**

Instructions

The RECIPIENT is required to complete and submit the Data Reporting Sheet to the DEPARTMENT as ATTACHMENT 7 of this LOAN agreement. The information provided in the Data Reporting Sheet 1) fulfills the FFATA reporting requirements (see FFATA Reporting Requirements, ATTACHMENT 4); and 2) gathers additional information required to be reported to the Environmental Protection Agency (EPA)

The RECIPIENT will please:

- 1. Access the Data Reporting Sheet Form on the DEPARTMENT's Water Quality Program financial management website.*
- 2. Fill out the form completely, including compensation information (if all FFATA criteria are met).*
- 3. Print a copy of the completed form.*
- 4. Get the appropriate signature on the form and submit as ATTACHMENT 7 of this LOAN agreement.*
- 5. Send the electronic copy to the DEPARTMENT's Project Manager and Financial Manager.*



General Project Information

Loan Agreement Number:

Project Title: **Cochran Basin River Runoff Reduction**

Name of Recipient Organization: **City of Spokane**

Recipient's Project Manager Contact Information (Name, Address, Telephone, Email):
Marcia Davis, 808 W. Spokane Falls Boulevard, Spokane, WA, 99201
mdavis@spokanecity.org

Ecology Project Contacts:

Project Manager:

Financial Manager:

Project Start Date: **1-2013**

Anticipated Project Completion Date: **6-2016**

Anticipated Initiation of Operation Date (if applicable): **7-2017**

Total Project Cost: **\$5,100,000**

Total Committed Ecology Loan Funding:

NOTE: Guidance document for the questions below can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

Project Details

Categories for the Project (choose all that are involved in the scope of work of this project. And the percentage, by cost, of the project work involved in each of those categories.) (See Guidance document for the Category descriptions):

☒ Planning and Design Only

Wastewater Treatment Works Categories

- | | |
|--|---|
| <input type="checkbox"/> Category I | % |
| <input type="checkbox"/> Category II | % |
| <input type="checkbox"/> Category IIIA | % |
| <input type="checkbox"/> Category IIIB | % |
| <input type="checkbox"/> Category IVA | % |
| <input type="checkbox"/> Category IVB | % |
| <input type="checkbox"/> Category V | % |
| <input type="checkbox"/> Category VI | % |
| <input type="checkbox"/> Category X | % |

Nonpoint Source Categories

- | | |
|---|---|
| <input type="checkbox"/> Category VII-A | % |
| <input type="checkbox"/> Category VII-B | % |
| <input type="checkbox"/> Category VII-C | % |
| <input type="checkbox"/> Category VII-D | % |
| <input type="checkbox"/> Category VII-E | % |
| <input type="checkbox"/> Category VII-F | % |
| <input type="checkbox"/> Category VII-G | % |
| <input type="checkbox"/> Category VII-H | % |
| <input type="checkbox"/> Category VII-I | % |
| <input type="checkbox"/> Category VII-J | % |
| <input type="checkbox"/> Category VII-K | % |
| <input type="checkbox"/> Category VII-L | % |

Population Served by the Recipient Organization:
270,000

Population Served by the Project (Nonpoint/Activity projects skip this question):
50,000

Population Served by the total System (Nonpoint/Activity projects skip this question):
270,000

Wastewater Volume (Design Flow) for the Project, (in Millions of Gallons per Day, MGD)
(Nonpoint/Activity projects skip this question):

Wastewater Volume (Design Flow) for the total System, (in Millions of Gallons per Day, MGD)
(Nonpoint/Activity projects skip this question):

Check all that this project involves:

- ☐ Ocean Outfall
- ☐ Estuary/Coastal Bay
- ☐ Wetland
- ☒ Surface Water (Stream, River, Lake)
- ☒ Groundwater
- ☐ Land Application
- ☒ Eliminates Discharge
- ☐ Involves No Change in Discharge
- ☐ Discharge is Seasonal
- ☐ No Discharge Involved

National Pollutant Discharge Elimination System (NPDES) Permit number (if applicable):

Other Permit (as applicable), such as State Discharge permit, Phase I/Phase II
Stormwater permit, etc
Enter the type of permit and its number:

Type: Eastern Washington Phase II Stormwater Permit Number: WAR04-6505

Name of the most primary Receiving Waterbody (if applicable):

Spokane River

For Facility projects, identify the Latitude and Longitude (in Decimal Degrees) of the facility by its outfall location, or where it is impacting the primary Receiving Waterbody:

Latitude: 47-40-49 Longitude: 117-27-05

Primary Receiving Waterbody's Federal NHD 12-Digit HUC Code: **HUC101761030504**
(Important EPA reporting element. The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:

<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd>)

Contribution to Water Quality

(Please choose only one) - Project contributes to water quality

- ☒ Improvement
☐ Maintenance

(Please choose only one) – Project will allow the system to

- ☐ Achieve Compliance
☒ Maintain Compliance
☐ Progress Toward Achieving Compliance
☐ Not Applicable (for Nonpoint projects)

(Please choose only one) – The primary affected waterbody is

- ☐ Meeting Standards
☒ Impaired
☐ Threatened
☐ Not Yet Assessed

(Please choose only one) – Project allows the system to address

- ☒ Existing TMDL
☐ Projected TMDL
☐ Watershed Management Plan

Designated Surface Water Uses This Project Helps Protect or Restore

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore. If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to **protection** of the uses you find when matching pollutants. If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to **restoration** of that use.

Select all applicable Uses and Outcomes (and if the project is Protecting it or

Restoring it), and identify which one is the Primary one that the project is intended to protect or restore (check only one of them as the Primary):

☒ **Water Supply - Domestic**

- ☒ Protect
☐ Restore
☐ Primary

☒ **Water Supply - Industrial**

- ☒ Protect
☐ Restore
☐ Primary

☒ **Water Supply – Agricultural/Stock Watering**

- ☒ Protect
☐ Restore
☐ Primary

☒ **Salmonid Migration, Growth, and Harvesting**

- ☒ Protect
☐ Restore
☐ Primary

☒ **Other Fish Migration, Growth, and Harvesting**

- ☒ Protect
☐ Restore
☐ Primary

☐ **Clam, Oyster, and Mussel Growth and Harvesting**

- ☐ Protect
☐ Restore
☐ Primary

☐ **Crustaceans/Other Shellfish Growth and Harvesting**

- ☐ Protect
☐ Restore
☐ Primary

☒ **Wildlife Habitat**

- ☒ Protect
☐ Restore
☐ Primary

☒ **Primary Contact Recreation**

- ☒ Protect
☐ Restore
☐ Primary

☐ **Secondary Contact Recreation, Boating**

- ☐ Protect
☐ Restore
☐ Primary

☒ **Aesthetic Enjoyment**

Clean Water State Revolving Fund

Initial Data Reporting Sheet

- ☒ Protect
- ☐ Restore
- ☐ Primary

☐ **Commerce and Navigation**

- ☐ Protect
- ☐ Restore
- ☐ Primary

☒ **Infrastructure Improvement**

- ☒ Protect
- ☐ Restore
- ☒ Primary

☐ **Regionalization/Consolidation**

- ☐ Protect
- ☐ Restore
- ☐ Primary

☐ **Water Reuse/Recycling/Conservation**

- ☐ Protect
- ☐ Restore
- ☐ Primary

☒ **Groundwater Protection**

- ☒ Protect
- ☐ Restore
- ☐ Primary

☒ **Drinking Water Supply**

- ☒ Protect
- ☐ Restore
- ☐ Primary

☒ **Other Public Health/Pathogen Reduction**

- ☒ Protect
- ☐ Restore
- ☐ Primary



Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

Federal funds that require compliance with the Federal Funding Accountability and Transparency Act support this agreement between The Department of Ecology (ECY) and your organization. The purpose of the Transparency Act is to make information available online so the public can see how recipients spend federal funds.

Your organization must have a Data Universal Numbering System (DUNS®) number to comply with the act and be eligible to enter into this agreement. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com. ECY also encourages registration with the Central Contractor Registration (CCR) to reduce data entry by both ECY and your organization. You may register with CCR free of charge at www.ccr.gov. ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

ECOLOGY AGREEMENT # _____

Recipient Information – For Recipient Use Only

1. Legal Name City of Spokane	2. DUNS Number 829976377																		
3. Principle Place of Performance 808 W. Spokane Falls Boulevard																			
3a. City Spokane	3b. State WA																		
3c. Zip+4 99201-3343	3d. Country USA																		
4. Are you registered in CCR? <input checked="" type="checkbox"/> YES. Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5.																			
5. In the preceding fiscal year did your organization: a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <u>and</u> b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <u>and</u> c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. <input checked="" type="checkbox"/> NO. Skip to signature block. Sign, date and return. <input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.																			
<table border="1"><thead><tr><th>Name Of Official</th><th>Position Title</th><th>Total Compensation Amount*</th></tr></thead><tbody><tr><td>1.</td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td></tr><tr><td>4.</td><td></td><td></td></tr><tr><td>5.</td><td></td><td></td></tr></tbody></table>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
4.																			
5.																			
<p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>																			

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative 	Print Name Kevan Brooks	Date 9-24-13
--	----------------------------	-----------------

Please sign and return this document with the signed agreement. The Department of Ecology will not pay any invoices until it receives this completed and signed form.

If you need this document in a format for the visually impaired, call Leann Ryser at (360) 407-7054. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**

For Department of Ecology Use Only

ECY Agreement Number

Subaward Project Description (see instructions and example below)

The Cochran Basin River Runoff Reduction- with construction of this project, the City of Spokane will remove over 500 million gallons annually of untreated stormwater that currently discharges to the Spokane River, and instead will redirect this runoff to suitable infiltration sites.

Instructions for Subaward Project Description:

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.

**ESTIMATED LOAN REPAYMENT SCHEDULE****ATTACHMENT 8**

Loan Number	L1400015	Loan Amount	\$5,100,000.00
Recipient Name	City of Spokane	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.300 %
Project Completion Date	06/30/2017	Interest Compounded	Monthly
Initiation of Operations		Loan Date	06/30/2017

Loan Number	L1400015	Department of Ecology
Recipient Name	City of Spokane	Date Created 11/04/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	06/30/2018	\$165,062.75	\$118,380.22	\$46,682.53	\$5,053,317.47
2	12/30/2018	\$165,062.75	\$58,392.32	\$106,670.43	\$4,946,647.04
SubTotal	2018	\$330,125.50	\$176,772.54	\$153,352.96	
3	06/30/2019	\$165,062.75	\$57,159.72	\$107,903.03	\$4,838,744.01
4	12/30/2019	\$165,062.75	\$55,912.87	\$109,149.88	\$4,729,594.13
SubTotal	2019	\$330,125.50	\$113,072.59	\$217,052.91	
5	06/30/2020	\$165,062.75	\$54,651.62	\$110,411.13	\$4,619,183.00
6	12/30/2020	\$165,062.75	\$53,375.79	\$111,686.96	\$4,507,496.04
SubTotal	2020	\$330,125.50	\$108,027.41	\$222,098.09	
7	06/30/2021	\$165,062.75	\$52,085.22	\$112,977.53	\$4,394,518.51
8	12/30/2021	\$165,062.75	\$50,779.74	\$114,283.01	\$4,280,235.50
SubTotal	2021	\$330,125.50	\$102,864.96	\$227,260.54	
9	06/30/2022	\$165,062.75	\$49,459.17	\$115,603.58	\$4,164,631.92
10	12/30/2022	\$165,062.75	\$48,123.34	\$116,939.41	\$4,047,692.51
SubTotal	2022	\$330,125.50	\$97,582.51	\$232,542.99	
11	06/30/2023	\$165,062.75	\$46,772.08	\$118,290.67	\$3,929,401.84
12	12/30/2023	\$165,062.75	\$45,405.20	\$119,657.55	\$3,809,744.29
SubTotal	2023	\$330,125.50	\$92,177.28	\$237,948.22	
13	06/30/2024	\$165,062.75	\$44,022.53	\$121,040.22	\$3,688,704.07
14	12/30/2024	\$165,062.75	\$42,623.88	\$122,438.87	\$3,566,265.20
SubTotal	2024	\$330,125.50	\$86,646.41	\$243,479.09	
15	06/30/2025	\$165,062.75	\$41,209.07	\$123,853.68	\$3,442,411.52

Loan Number L1400015

Department of Ecology

Recipient Name City of Spokane

Date Created 11/04/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
16	12/30/2025	\$165,062.75	\$39,777.91	\$125,284.84	\$3,317,126.68
SubTotal	2025	\$330,125.50	\$80,986.98	\$249,138.52	
17	06/30/2026	\$165,062.75	\$38,330.21	\$126,732.54	\$3,190,394.14
18	12/30/2026	\$165,062.75	\$36,865.79	\$128,196.96	\$3,062,197.18
SubTotal	2026	\$330,125.50	\$75,196.00	\$254,929.50	
19	06/30/2027	\$165,062.75	\$35,384.44	\$129,678.31	\$2,932,518.87
20	12/30/2027	\$165,062.75	\$33,885.97	\$131,176.78	\$2,801,342.09
SubTotal	2027	\$330,125.50	\$69,270.41	\$260,855.09	
21	06/30/2028	\$165,062.75	\$32,370.19	\$132,692.56	\$2,668,649.53
22	12/30/2028	\$165,062.75	\$30,836.90	\$134,225.85	\$2,534,423.68
SubTotal	2028	\$330,125.50	\$63,207.09	\$266,918.41	
23	06/30/2029	\$165,062.75	\$29,285.89	\$135,776.86	\$2,398,646.82
24	12/30/2029	\$165,062.75	\$27,716.95	\$137,345.80	\$2,261,301.02
SubTotal	2029	\$330,125.50	\$57,002.84	\$273,122.66	
25	06/30/2030	\$165,062.75	\$26,129.89	\$138,932.86	\$2,122,368.16
26	12/30/2030	\$165,062.75	\$24,524.48	\$140,538.27	\$1,981,829.89
SubTotal	2030	\$330,125.50	\$50,654.37	\$279,471.13	
27	06/30/2031	\$165,062.75	\$22,900.53	\$142,162.22	\$1,839,667.67
28	12/30/2031	\$165,062.75	\$21,257.81	\$143,804.94	\$1,695,862.73
SubTotal	2031	\$330,125.50	\$44,158.34	\$285,967.16	
29	06/30/2032	\$165,062.75	\$19,596.11	\$145,466.64	\$1,550,396.09
30	12/30/2032	\$165,062.75	\$17,915.21	\$147,147.54	\$1,403,248.55
SubTotal	2032	\$330,125.50	\$37,511.32	\$292,614.18	
31	06/30/2033	\$165,062.75	\$16,214.88	\$148,847.87	\$1,254,400.68
32	12/30/2033	\$165,062.75	\$14,494.91	\$150,567.84	\$1,103,832.84
SubTotal	2033	\$330,125.50	\$30,709.79	\$299,415.71	
33	06/30/2034	\$165,062.75	\$12,755.06	\$152,307.69	\$951,525.15
34	12/30/2034	\$165,062.75	\$10,995.11	\$154,067.64	\$797,457.51
SubTotal	2034	\$330,125.50	\$23,750.17	\$306,375.33	
35	06/30/2035	\$165,062.75	\$9,214.82	\$155,847.93	\$641,609.58

Loan Number L1400015

Department of Ecology

Recipient Name City of Spokane

Date Created 11/04/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
36	12/30/2035	\$165,062.75	\$7,413.96	\$157,648.79	\$483,960.79
SubTotal	2035	\$330,125.50	\$16,628.78	\$313,496.72	
37	06/30/2036	\$165,062.75	\$5,592.29	\$159,470.46	\$324,490.33
38	12/30/2036	\$165,062.75	\$3,749.57	\$161,313.18	\$163,177.15
SubTotal	2036	\$330,125.50	\$9,341.86	\$320,783.64	
39	06/30/2037	\$165,062.70	\$1,885.55	\$163,177.15	\$0.00
SubTotal	2037	\$165,062.70	\$1,885.55	\$163,177.15	
Grand Total		\$6,437,447.20	\$1,337,447.20	\$5,100,000.00	

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

02/10/2014

Date Rec'd

1/30/2014

Clerk's File #

CPR 1982-0071

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

JENNIFER WESTFALL 625.6250

Project #**Contact E-Mail**

JWESTFALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO AIRPORT BOARD

Agenda Wording

Reappoint David Clack to serve a one-year term to begin immediately and expire December 31, 2014.

Summary (Background)

Reappoint David Clack to serve a one-year term to begin immediately and expire December 31, 2014.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

SANDERS, THERESA

Study Session**Division Director****Other****Finance****Distribution List****Legal****For the Mayor**

SANDERS, THERESA

Additional Approvals**Purchasing**

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

02/10/2014

Date Rec'd

1/29/2014

Clerk's File #

ORD C35076

Renews #**Submitting Dept**

FINANCE

Cross Ref #**Contact Name/Phone**

TIM DUNIVANT 625-6845

Project #**Contact E-Mail**

TDUNIVANT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

0410 - ENCUMBRANCE CARRYOVER

Agenda Wording

An ordinance carrying over from 2013 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

Summary (Background)

An ordinance carrying over from 2013 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane, and thereby amending Ordinance No. 35062, passed November 25, 2013. This action carries over budget authority for items budgeted in 2013 but not completed at year-end and appropriates various outstanding grants and capital expenditures.

Fiscal Impact**Budget Account**

Expense \$ 70,868,422

Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

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

DUNIVANT, TIMOTHY

Study Session**Division Director**

DUNIVANT, TIMOTHY

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

tdunivant@spokanecity.org

For the Mayor

SANDERS, THERESA

mlesesne@spokanecity.org

Additional Approvals

jsalstrom@spokanecity.org

Purchasing

agolden@spokanecity.org

ORDINANCE NO. C35076

An ordinance carrying over from the 2013 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. 35062, passed November 25, 2013, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage." and declaring an emergency.

WHEREAS, at the end of the 2013 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personal services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2014 budget; and

WHEREAS, this ordinance has been on file three days;

NOW, THEREFORE,

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds, departments and divisions the following changes be made:

TO:	DESCRIPTION	AMOUNT	DEPT TOTAL	FUND TOTAL
0100	GENERAL FUND			
0020	NONDEPARTMENTAL			
88100-13200-54203-99999	SURVEYS/STUDIES	1,483		
88100-14230-54101-99999	PROFESSIONAL SERVICES	15,860		
88100-14230-54201-99999	CONTRACTUAL SERVICES	28,542		
88100-19990-54201-99999	CONTRACTUAL SERVICES	24,516		
88100-19990-54915-99999	LEGAL SERVICES	179,111		
88100-66000-54201-99999	CONTRACTUAL SERVICES	2,000		
88200-25600-55119-99999	SPOKANE COUNTY MISC SERVICES	5,883		
88400-19990-54201-99999	CONTRACTUAL SERVICES	7,363		
88600-39300-54201-99999	CONTRACTUAL SERVICES	14,524		
88700-14810-54912-99999	REFUNDS	19,492		
			298,774	
0260	CITY CLERK			
32100-14300-54201-99999	CONTRACTUAL SERVICES	4,739		
			4,739	
0300	HUMAN SERVICES			
53010-51200-54201-99999	CONTRACTUAL SERVICES	84,664		
53011-51200-54201-99999	CONTRACTUAL SERVICES	3,000		
			87,664	
0320	COUNCIL			
36100-11600-54201-99999	CONTRACTUAL SERVICES	1,090		
36110-11600-54999-99999	OTHER MISC CHARGES	4,900		
36120-11600-54999-99999	OTHER MISC CHARGES	4,812		
			10,802	
0350	COMMUNITY CENTERS			
57110-57500-54201-99999	CONTRACTUAL SERVICES	245,000		
57110-57500-54802-99999	BUILDING REPAIRS/MAINTENANCE	9,705		
			254,705	
0370	ENGINEERING SERVICES			
41550-32100-53502-99999	MINOR EQUIPMENT	3,870		
41550-32100-54501-99999	OPERATING RENTALS/LEASES	4,479		
41550-94000-56404-99999	VEHICLES	42,299		
			50,648	
0410	FINANCE			
34100-14100-53502-99999	MINOR EQUIPMENT	3,459		
			3,459	
0500	LEGAL			
15100-15210-54101-99999	PROFESSIONAL SERVICES	5,673		
15100-15210-54501-99999	OPERATING RENTALS/LEASES	908		
15100-15210-54802-99999	BUILDING REPAIRS/MAINTENANCE	25		
33200-15100-54201-99999	CONTRACTUAL SERVICES	15,525		
			22,131	
0520	MAYOR			
36200-11600-54101-99999	PROFESSIONAL SERVICES	3,000		
			3,000	

0550	NEIGHBORHOOD SERVICES		
53702-21223-54501-83005	OPERATING RENTALS/LEASES	24,020	24,020
0560	MUNICIPAL COURT		
13100-12500-53101-99999	OFFICE SUPPLIES	831	
13100-12500-53201-99999	OPERATING SUPPLIES	2,858	
13100-12500-54201-99999	CONTRACTUAL SERVICES	3,075	6,764
0650	PLANNING SERVICES		
51400-58100-54201-99999	CONTRACTUAL SERVICES	112,771	
51450-58200-54201-20208	CONTRACTUAL SERVICES	5,638	
51450-58200-54201-20221	CONTRACTUAL SERVICES	5,996	
51450-58200-54201-20226	CONTRACTUAL SERVICES	54,218	
51450-58200-54201-99999	CONTRACTUAL SERVICES	210,839	
95118-58100-54201-99999	CONTRACTUAL SERVICES	200,000	
95118-99999-33431-99999	DEPARTMENT OF ECOLOGY	-200,000	389,462
0680	POLICE		
11100-21221-54201-99999	CONTRACTUAL SERVICES	995	
11100-28100-54501-99999	OPERATING RENTALS/LEASES	45	
11200-21231-54201-99999	CONTRACTUAL SERVICES	1,021	
11200-21236-54501-99999	OPERATING RENTALS/LEASES	225	
11200-21910-54201-99999	CONTRACTUAL SERVICES	51	
11300-21400-53201-99999	OPERATING SUPPLIES	103,515	
11300-21400-53502-99999	MINOR EQUIPMENT	9,857	
11300-21400-54201-99999	CONTRACTUAL SERVICES	1,337	
11500-21930-54501-99999	OPERATING RENTALS/LEASES	884	
11500-21930-54820-99999	SOFTWARE MAINTENANCE	8,830	
11600-21100-54201-99999	CONTRACTUAL SERVICES	34,038	
11600-21221-53502-99999	MINOR EQUIPMENT	281,332	
11600-21221-54201-99999	CONTRACTUAL SERVICES	259,116	
18200-21223-54501-83003	OPERATING RENTALS/LEASES	2,549	
18200-21223-54501-83010	OPERATING RENTALS/LEASES	2,301	
30210-21100-53502-99999	MINOR EQUIPMENT	2,458	
30210-21100-54899-99999	OTHER REPAIRS/MAINTENANCE	374	
30210-21500-54201-99999	CONTRACTUAL SERVICES	2,963	711,891
0700	PUBLIC DEFENDER		
14100-12500-54101-99999	PROFESSIONAL SERVICES	1,116	1,116
0750	ECONOMIC DEVELOPMENT		
36230-58100-54101-99999	PROFESSIONAL SERVICES	55,000	
36230-58100-54201-99999	CONTRACTUAL SERVICES	48,474	103,474
	TOTAL GENERAL FUND		1,972,649
1100	STREET FUND		
21300-28800-53502-99999	MINOR EQUIPMENT	16,234	
21700-42300-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	80,960	
21800-42660-53201-99999	OPERATING SUPPLIES	15,287	
21800-42660-54201-99999	CONTRACTUAL SERVICES	6,264	

21800-42660-54202-99999	ADVISORY TECHNICAL SERVICE	6,715		
21800-42660-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	118,379		
30210-43300-53502-99999	MINOR EQUIPMENT	11,545		
30210-43300-54201-99999	CONTRACTUAL SERVICES	370		
30210-43300-54501-99999	OPERATING RENTALS/LEASES	1,298		
			257,052	
	TOTAL STREET FUND			257,052
1200	CODE ENFORCEMENT FUND			
58001-38148-53502-99999	MINOR EQUIPMENT	5,642		
58100-38148-54201-04700	CONTRACTUAL SERVICES	73,434		
58100-38148-54201-99999	CONTRACTUAL SERVICES	656		
58200-38148-54201-99999	CONTRACTUAL SERVICES	1,118		
			80,850	
	TOTAL CODE ENFORCEMENT FUND			80,850
1300	LIBRARY FUND			
56100-72210-53502-99999	MINOR EQUIPMENT	170,000		
			170,000	
	TOTAL LIBRARY FUND			170,000
1380	TRAFFIC CALMING MEASURES			
21700-21100-54201-99999	CONTRACTUAL SERVICES	43,341		
24101-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	7,603		
24102-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	52,253		
24103-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	15,606		
			118,803	
	TOTAL TRAFFIC CALMING MEASURES			118,803
1400	PARKS AND RECREATION FUND			
30210-76100-54201-99999	CONTRACTUAL SERVICES	6,925		
30210-76120-53104-99999	SOFTWARE (NONCAPITALIZED)	608		
30210-76170-53104-99999	SOFTWARE (NONCAPITALIZED)	270		
54100-75650-53201-99999	OPERATING SUPPLIES	931		
54100-75650-53501-99999	SMALL TOOLS	225		
54100-75650-54852-99999	GENERAL REPAIRS/MAINT SUPPLIES	1,903		
54100-94000-56401-99999	MACHINERY/EQUIPMENT	11,756		
54300-76922-53502-99999	MINOR EQUIPMENT	17,952		
54300-94000-56301-48002	OTHER IMPROVEMENTS	27,906		
54300-94000-56301-48003	OTHER IMPROVEMENTS	19,081		
54300-94000-56301-48004	OTHER IMPROVEMENTS	22,730		
54300-94000-56301-99999	OTHER IMPROVEMENTS	8,816		
54300-94000-56401-99999	MACHINERY/EQUIPMENT	67,824		
54400-76150-54201-99999	CONTRACTUAL SERVICES	44,467		
54500-76810-53501-99999	SMALL TOOLS	270		
54500-94000-56202-99999	BUILDING CONSTRUCTION	38,987		
54500-94000-56301-99999	OTHER IMPROVEMENTS	8,178		
54500-94000-56401-99999	MACHINERY/EQUIPMENT	8,215		
54600-76820-54801-99999	REPAIRS/MAINTENANCE	979		
54600-76820-54899-99999	OTHER REPAIRS/MAINTENANCE	1,950		
54600-76840-53201-99999	OPERATING SUPPLIES	544		
54600-94000-56203-99999	BUILDING IMPROVEMENTS	5,825		
54600-94000-56301-48008	OTHER IMPROVEMENTS	5,974		
54600-94000-56301-99999	OTHER IMPROVEMENTS	4,935		
			307,251	
	TOTAL PARKS AND RECREATION FUND			307,251

1450	UNDER FREEWAY PARKING FUND			
22050-42650-54201-99999	CONTRACTUAL SERVICES	12,427		
22050-94000-56401-99999	MACHINERY/EQUIPMENT	590		
			13,017	
	TOTAL UNDER FREEWAY PARKING			13,017
1460	PARKING METER REVENUE FUND			
21200-42650-54201-99999	CONTRACTUAL SERVICES	409,456		
21200-42650-54909-99999	PRINTING/BINDING OS VENDOR	653		
			410,109	
	TOTAL PARKING METER REVENUE			410,109
1530	LOCAL LAW ENF BLOCK GRANT FUND			
95515-94000-56401-99999	MACHINERY/EQUIPMENT	38,877		
95515-99999-33316-99999	DEPT OF JUSTICE	-38,876		
95516-21100-53502-99999	MINOR EQUIPMENT	21,553		
95516-21100-54201-99999	CONTRACTUAL SERVICES	66,260		
95516-94000-56401-99999	MACHINERY/EQUIPMENT	59,432		
95516-99999-33116-99999	DEPT OF JUSTICE	-147,245		
			1	
	TOTAL LLEBG FUND			1
1540	HUMAN SERVICES GRANTS FUND			
53513-51200-54201-99999	CONTRACTUAL SERVICES	136,062		
53513-99999-34126-99999	RECORDING SURCHG-AFFORD HOUSNG	-136,058		
95411-51200-54201-99999	CONTRACTUAL SERVICES	9,285		
95411-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-9,283		
95413-51200-54201-99999	CONTRACTUAL SERVICES	107,500		
95413-99999-33442-99999	DEPT OF COMMERCE	-107,497		
95456-51200-54201-99999	CONTRACTUAL SERVICES	14,253		
95456-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-14,252		
95460-51200-54201-99999	CONTRACTUAL SERVICES	456,912		
95460-99999-33442-99999	DEPT OF COMMERCE	-456,911		
95465-51200-54201-99999	CONTRACTUAL SERVICES	727,563		
95465-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-727,546		
95471-51200-54201-99999	CONTRACTUAL SERVICES	29,764		
95471-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-29,762		
95472-51200-54201-99999	CONTRACTUAL SERVICES	73,954		
95472-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-73,953		
			31	
	TOTAL HUMAN SERVICES GRANTS FUND			31
1560	FORFEITURES & CONTRIBUTION FUND			
11100-21233-53502-99999	MINOR EQUIPMENT	837		
17100-21211-54201-99999	CONTRACTUAL SERVICES	40,994		
17100-21231-54201-99999	CONTRACTUAL SERVICES	84,715		
17200-21231-53502-99999	MINOR EQUIPMENT	6,852		
			133,398	
	TOTAL FORFEIT & CONTRIB FUND			133,398
1590	HOTEL/MOTEL TAX FUND			
25300-57300-54201-99999	CONTRACTUAL SERVICES	2,500		
			2,500	
	TOTAL HOTEL/MOTEL TAX FUND			2,500

1610	REAL ESTATE EXCISE TAX FUND			
48400-97140-80101-99999	OPERATING TRANSFERS OUT	953,354		
			953,354	
	TOTAL REET FUND			953,354
1620	PUBLIC SAFETY & JUDICIAL GRANT			
91672-94000-56406-99999	COMMUNICATIONS EQUIPMENT	500,000		
91672-99999-33116-99999	DEPT OF JUSTICE	-500,000		
99134-21211-54201-99999	CONTRACTUAL SERVICES	134,689		
99134-99999-33469-99999	OTHER STATE AGENCIES	-134,688		
99145-21224-51215-99999	OVERTIME-UNIFORM	19,744		
99145-21224-52110-99999	SOCIAL SECURITY	334		
99145-21224-52230-99999	PENSION LEOFF II	1,174		
99145-21224-53103-99999	POSTAGE	1,000		
99145-21224-53201-99999	OPERATING SUPPLIES	1,184		
99145-21224-53502-99999	MINOR EQUIPMENT	10,000		
99145-21224-54201-99999	CONTRACTUAL SERVICES	10,000		
99145-21224-54451-99999	ADVERTISING	5,000		
99145-21224-59903-99999	INTERFUND-REPROGRAPHICS	4,875		
99145-21224-59905-99999	INTERFUND-FLEET MAINTENANCE	24,322		
99145-99999-33120-99999	DEPT OF TRANSPORTATION	-77,631		
			3	
	TOTAL PUBLIC SAFETY/JUDICIAL GRANT			3
1630	COMBINED COMMUNICATIONS CENTER			
35210-22551-54201-99999	CONTRACTUAL SERVICES	6,948		
35210-94000-56403-99999	CAPITALIZED SOFTWARE	53,803		
35210-94000-56406-99999	COMMUNICATIONS EQUIPMENT	70,486		
			131,237	
	TOTAL CCC FUND			131,237
1640	COMMUNICATIONS BLDG M&O FUND			
35351-22552-54201-99999	CONTRACTUAL SERVICES	32,926		
			32,926	
	TOTAL COMMS BLDG M&O FUND			32,926
1680	CD/HS OPERATIONS			
59002-59100-54201-99999	CONTRACTUAL SERVICES	6,028		
59002-99999-39773-99999	FROM OTHER SPECIAL REV FUND	-6,027		
			1	
	TOTAL CD/HS OPERATIONS FUND			1
1690	COMM DEVELOPMENT BLOCK GRANTS			
95801-59500-54201-75908	CONTRACTUAL SERVICES	4,675		
95801-59500-54201-99999	CONTRACTUAL SERVICES	14,499		
95801-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-19,172		
95802-59100-54201-99999	CONTRACTUAL SERVICES	15,000		
95802-59210-54201-73502	CONTRACTUAL SERVICES	35,000		
95802-59300-54201-72202	CONTRACTUAL SERVICES	5,000		
95802-59300-54201-72203	CONTRACTUAL SERVICES	3,317		
95802-59300-54201-72204	CONTRACTUAL SERVICES	8,042		
95802-59300-54201-72302	CONTRACTUAL SERVICES	5,000		
95802-59300-54201-72303	CONTRACTUAL SERVICES	5,000		
95802-59300-54201-72304	CONTRACTUAL SERVICES	10,000		
95802-59300-54201-72305	CONTRACTUAL SERVICES	78,000		
95802-59300-54201-72307	CONTRACTUAL SERVICES	5,000		
95802-59300-54201-72602	CONTRACTUAL SERVICES	41,317		

95802-59300-54201-72604	CONTRACTUAL SERVICES	7,500		
95802-59300-54201-73201	CONTRACTUAL SERVICES	16,436		
95802-59300-54201-73202	CONTRACTUAL SERVICES	511		
95802-59300-54201-73301	CONTRACTUAL SERVICES	5,000		
95802-59300-54201-73302	CONTRACTUAL SERVICES	70,000		
95802-59300-54201-73303	CONTRACTUAL SERVICES	10,000		
95802-59300-54201-73403	CONTRACTUAL SERVICES	2,191		
95802-59300-54201-73404	CONTRACTUAL SERVICES	5,000		
95802-59300-54201-73405	CONTRACTUAL SERVICES	1,063		
95802-59300-54201-73406	CONTRACTUAL SERVICES	5,000		
95802-59300-54201-73407	CONTRACTUAL SERVICES	6,662		
95802-59300-54201-73410	CONTRACTUAL SERVICES	3,841		
95802-59300-54201-73411	CONTRACTUAL SERVICES	33,422		
95802-59300-54201-73414	CONTRACTUAL SERVICES	5,000		
95802-59500-54201-20206	CONTRACTUAL SERVICES	7,840		
95802-59500-54201-20221	CONTRACTUAL SERVICES	11,982		
95802-59500-54201-72301	CONTRACTUAL SERVICES	18,364		
95802-59500-54201-72306	CONTRACTUAL SERVICES	9,296		
95802-59500-54201-73408	CONTRACTUAL SERVICES	50,000		
95802-59500-54201-73409	CONTRACTUAL SERVICES	24,659		
95802-94000-56203-72301	BUILDING IMPROVEMENTS	41,415		
95802-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-545,850		
			10	
	TOTAL COMM DEV BLOCK GRANTS			10
1710	HOME PROGRAM			
95841-59210-54201-72002	CONTRACTUAL SERVICES	3,750		
95841-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-3,750		
95842-59210-54201-72002	CONTRACTUAL SERVICES	100,000		
95842-59210-54201-99999	CONTRACTUAL SERVICES	300,000		
95842-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-400,000		
			0	
	TOTAL HOME PROGRAM			0
1720	HOUSING ASSISTANCE PROGRAM			
95861-59210-54201-99999	CONTRACTUAL SERVICES	195,519		
95861-99999-33342-99999	OFFICE OF TRADE ECONOMIC DEV	-195,519		
			0	
	TOTAL HOUSING ASSISTANCE PROGRAM			0
1910	CRIMINAL JUSTICE ASSISTANCE FD			
18100-23600-55120-54911	STATE OF WASHINGTON	101,003		
18100-23600-55120-99999	STATE OF WASHINGTON	49,184		
			150,187	
	TOTAL CRIM JUSTICE ASSISTANCE FD			150,187
1940	CHANNEL FIVE EQUIPMENT RESERVE			
37310-28800-53502-99999	MINOR EQUIPMENT	23,786		
37310-94000-56406-99999	COMMUNICATIONS EQUIPMENT	188,555		
37320-28800-53502-99999	MINOR EQUIPMENT	4,580		
37320-94000-56406-99999	COMMUNICATIONS EQUIPMENT	92,090		
37330-28800-54201-99999	CONTRACTUAL SERVICES	103,056		
			412,067	
	TOTAL CHANNEL 5 EQUIP RESERVE			412,067

1950	PARK CUMULATIVE RESERVE FUND			
54920-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	2,655		
54925-94000-56404-99999	VEHICLES	118,993		
			121,648	
	TOTAL PARK CUM RESERVE FUND			121,648
1970	E M S FUND			
30210-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	1,118		
30210-18880-54820-99999	SOFTWARE MAINTENANCE	11,951		
30210-22100-54201-99999	CONTRACTUAL SERVICES	5,413		
30210-22400-54201-99999	CONTRACTUAL SERVICES	45,000		
30210-22501-54201-99999	CONTRACTUAL SERVICES	8,912		
30210-22502-53201-99999	OPERATING SUPPLIES	30		
30210-22504-53201-99999	OPERATING SUPPLIES	69		
30210-22511-53201-99999	OPERATING SUPPLIES	66		
30210-22514-53201-99999	OPERATING SUPPLIES	29		
30210-22515-54802-99999	BUILDING REPAIRS/MAINTENANCE	1,920		
30210-22540-54201-99999	CONTRACTUAL SERVICES	209		
30210-22548-54201-99999	CONTRACTUAL SERVICES	1,305		
30210-22550-54201-99999	CONTRACTUAL SERVICES	185		
35120-22200-53202-99999	CLOTHING	639		
35120-22200-53502-99999	MINOR EQUIPMENT	1,099		
35120-22200-54201-99999	CONTRACTUAL SERVICES	50,372		
35120-22200-54820-99999	SOFTWARE MAINTENANCE	9,951		
35120-22610-54207-99999	EXTENDED WARRANTIES	5,500		
35120-22620-53502-99999	MINOR EQUIPMENT	229		
35120-22630-53502-99999	MINOR EQUIPMENT	485		
35120-94000-56404-99999	VEHICLES	61,192		
			205,674	
	TOTAL E M S FUND			205,674
3101	IMPROVMNT PROJ COST FUND 2001			
49612-94000-56301-99999	OTHER IMPROVEMENTS	35,196		
			35,196	
	TOTAL IMPROV PROJ COST FUND 2001			35,196
3130	FIRE IMPROVEMENT FUND			
93518-94000-56301-99999	OTHER IMPROVEMENTS	47,022		
			47,022	
	TOTAL FIRE IMPROVEMENT FUND			47,022
3200	ARTERIAL STREET FUND			
49109-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	3,587		
49109-95200-56102-99999	RIGHT OF WAY	9,415		
49109-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	421,267		
49117-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	5,953		
49118-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	2,689		
49195-42800-54201-99999	CONTRACTUAL SERVICES	6,972		
49199-42800-54201-99999	CONTRACTUAL SERVICES	25,900		
49199-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	9,150		
49199-99999-39734-99999	FROM REAL ESTATE EXCISE TAX FD	-953,353		
49407-42800-54201-99999	CONTRACTUAL SERVICES	404,976		
49728-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	958		
94970-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	103,892		
94970-99999-33320-99999	DEPT OF TRANSPORTATION	-89,866		
94977-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	182,775		
94977-99999-33320-99999	DEPT OF TRANSPORTATION	-533,741		

94991-95100-55120-99999	STATE OF WASHINGTON	13,159
94991-95200-56102-99999	RIGHT OF WAY	50,497
94991-95500-56501-99999	CONSTRUCTION OF FIXED ASSETS	326,616
94991-99999-33320-99999	DEPT OF TRANSPORTATION	-337,582
94993-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	88,818
94993-99999-33320-99999	DEPT OF TRANSPORTATION	-76,827
94994-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	29,584
94994-99999-33320-99999	DEPT OF TRANSPORTATION	-29,583
94995-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	73,662
94995-99999-33320-99999	DEPT OF TRANSPORTATION	-63,170
94997-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	5,995
94997-95200-56102-99999	RIGHT OF WAY	47,034
94997-99999-33320-99999	DEPT OF TRANSPORTATION	-45,869
95007-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	141,524
95007-99999-33320-99999	DEPT OF TRANSPORTATION	-122,417
95021-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	30,206
95021-99999-33320-99999	DEPT OF TRANSPORTATION	-26,127
95023-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	1,200,226
95023-99999-33320-99999	DEPT OF TRANSPORTATION	-1,038,194
95025-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	5,000
95025-99999-33320-99999	DEPT OF TRANSPORTATION	-4,325
95029-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	518,697
95029-99999-33320-99999	DEPT OF TRANSPORTATION	-448,672
95032-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	49,483
95032-99999-33320-99999	DEPT OF TRANSPORTATION	-42,802
95033-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	566,468
95033-99999-33320-99999	DEPT OF TRANSPORTATION	-489,992
95034-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	4,664
95034-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	306,335
95034-99999-33320-99999	DEPT OF TRANSPORTATION	-269,013
95035-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	6,996
95035-99999-33320-99999	DEPT OF TRANSPORTATION	-6,050
95041-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	79,455
95041-99999-33320-99999	DEPT OF TRANSPORTATION	-68,728
95043-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	452,307
95043-99999-33320-99999	DEPT OF TRANSPORTATION	-391,245
95045-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	32,485
95045-99999-33320-99999	DEPT OF TRANSPORTATION	-28,098
95047-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	63
95050-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	99,459
95050-99999-33320-99999	DEPT OF TRANSPORTATION	-86,031
95051-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	727,472
95051-99999-33320-99999	DEPT OF TRANSPORTATION	-629,262
95052-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	99,613
95052-99999-33320-99999	DEPT OF TRANSPORTATION	-86,164
95054-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	125,040
95054-99999-33320-99999	DEPT OF TRANSPORTATION	-391,245

TOTAL ARTERIAL STREET FUND

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3404	2004 UTGO STREET BONDS	
49461-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	74,855
49467-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	45,960
49470-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	54
49705-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	193,938
49721-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	745,404
49723-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	26,964

49725-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	90,711		
49728-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	178,487		
49732-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	3,364		
49734-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	10,498		
49735-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	2,445,235		
			3,815,470	
	TOTAL 2004 UTGO STREET BONDS			3,815,470
3408	CAPITAL IMPRNMNTS - 2008 PARKS			
54100-94000-56301-99999	OTHER IMPROVEMENTS	5,667		
54100-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	90,000		
			95,667	
	TOTAL CIP - 2008 PARKS			95,667
3495	CAPITAL IMPROVEMENTS 1995			
49552-94000-56104-99999	MISC IMPROVEMENT NONBUILDINGS	49,666		
			49,666	
	TOTAL CIP 1995 FUND			49,666
3499	CAPITAL IMPROVEMENTS 1999			
49593-94000-56301-99999	OTHER IMPROVEMENTS	162,921		
49595-94000-56404-99999	VEHICLES	34,112		
			197,033	
	TOTAL CIP 1999 FUND			197,033
3501	WEST QUADRANT TIF			
95046-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	11,192		
95046-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	14,548		
			25,740	
	TOTAL WEST QUADRANT TIF			25,740
4100	WATER DIVISION			
30210-34141-54201-99999	CONTRACTUAL SERVICES	62,722		
30210-34141-54801-99999	REPAIRS/MAINTENANCE	119,906		
42420-34145-54201-99999	CONTRACTUAL SERVICES	1,490		
42420-34145-54801-99999	REPAIRS/MAINTENANCE	1,216		
42420-34145-54809-99999	PAVING REPAIRS/MAINTENANCE	73,781		
42420-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	46,710		
42430-94000-56595-99999	INVENTORY PURCHASES FOR WATER	49,040		
42440-34148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	17,873		
42440-94000-56595-99999	INVENTORY PURCHASES FOR WATER	29,444		
42460-34141-53203-99999	CHEMICAL/LAB SUPPLIES	5,955		
42460-34141-54201-15716	CONTRACTUAL SERVICES	122,553		
42460-34141-54201-99999	CONTRACTUAL SERVICES	67,709		
42460-34145-53201-99999	OPERATING SUPPLIES	42,461		
42460-34145-53210-99999	REPAIR & MAINTENANCE SUPPLIES	29,102		
42460-34145-54801-99999	REPAIRS/MAINTENANCE	24,784		
42460-94000-56401-99999	MACHINERY/EQUIPMENT	83,142		
42490-34145-54801-99999	REPAIRS/MAINTENANCE	1,894,303		
42490-94000-56404-99999	VEHICLES	194,187		
42490-94000-56501-15172	CONSTRUCTION OF FIXED ASSETS	75,654		
42490-94000-56501-15525	CONSTRUCTION OF FIXED ASSETS	1,049,322		
42490-94000-56501-15712	CONSTRUCTION OF FIXED ASSETS	1,382,923		
42490-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	1,952,960		
			7,327,237	
	TOTAL WATER DIVISION			7,327,237

4300	SEWER FUND		
4310	SEWER MAINTENANCE DIVISION		
43100-35141-54501-99999	OPERATING RENTALS/LEASES	735	
43100-35145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	1,429	
43100-35145-54899-99999	OTHER REPAIRS/MAINTENANCE	43,841	
43100-94000-56405-99999	HEAVY DUTY WORK EQUIPMENT	175,992	
43354-35141-54101-99999	PROFESSIONAL SERVICES	33,325	
43354-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	1,754	
			257,076
4320	ADVANCED WASTEWATER TRTMT PLNT		
43200-35141-54101-99999	PROFESSIONAL SERVICES	8,269	
43200-35141-54901-99999	MISC SERVICES/CHARGES	523	
43200-35148-53502-99999	MINOR EQUIPMENT	9,599	
43200-35148-54101-99999	PROFESSIONAL SERVICES	23,260	
43201-35141-54501-99999	OPERATING RENTALS/LEASES	4,669	
43201-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	1,087	
43201-35148-53502-99999	MINOR EQUIPMENT	1,151	
43210-35148-53203-99999	CHEMICAL/LAB SUPPLIES	4,789	
43230-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	12,526	
43230-94000-56401-99999	MACHINERY/EQUIPMENT	46,139	
43240-35145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	749	
43250-35145-54899-99999	OTHER REPAIRS/MAINTENANCE	3,000	
43260-35145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	4,131	
43260-94000-56404-99999	VEHICLES	31,922	
43270-35148-53203-99999	CHEMICAL/LAB SUPPLIES	4,160	
			155,974
4370	SEWER CONSTRUCTION FUND		
43101-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	1,174,886	
43323-94000-56521-99999	ADVISORY TECH SRV-CAPITALIZED	4,199	
43354-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	366,965	
43408-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	206,723	
43416-94000-56501-10006	CONSTRUCTION OF FIXED ASSETS	23,413	
43416-94000-56501-10034	CONSTRUCTION OF FIXED ASSETS	14,164,121	
43416-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	4,616,471	
43421-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	195,500	
49461-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	126,980	
94310-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	63,056	
94312-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	30,000	
94314-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	435,871	
94321-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	2,512,000	
94345-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	142,038	
94348-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	1,182,840	
			25,245,063
	TOTAL SEWER FUND		25,658,113
4500	SOLID WASTE MANAGEMENT		
44200-37145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	372	
44200-37148-53502-99999	MINOR EQUIPMENT	252	
44200-37148-54101-99999	PROFESSIONAL SERVICES	159,440	
44200-37148-54201-99999	CONTRACTUAL SERVICES	17,577	
44400-37145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	26,172	
44400-37148-54201-99999	CONTRACTUAL SERVICES	31,148	
44400-37148-54501-99999	OPERATING RENTALS/LEASES	538	
44400-37148-55119-99999	SPOKANE COUNTY MISC SERVICES	1,024	

44500-37148-54704-99999	HAZARDOUS WASTE DISPOSAL	23,850		
44800-37148-54201-99999	CONTRACTUAL SERVICES	24,516		
44850-37080-55124-99999	WA STATE DOE	8,835		
44850-37148-54201-99999	CONTRACTUAL SERVICES	22,837		
44850-94000-56104-99999	MISC IMPROVEMENT NONBUILDINGS	54,265		
45100-37145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,309		
45100-37148-53502-99999	MINOR EQUIPMENT	8,461		
45100-37148-54201-99999	CONTRACTUAL SERVICES	17,450		
45100-94000-56404-99999	VEHICLES	324,436		
45600-37148-54101-99999	PROFESSIONAL SERVICES	22,421		
45600-37148-54201-99999	CONTRACTUAL SERVICES	14,565		
45700-37148-54201-99999	CONTRACTUAL SERVICES	5,000		
45700-94000-56202-99999	BUILDING CONSTRUCTION	9,553,920		
45700-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	219,547		
			10,538,935	
	TOTAL SOLID WASTE MANAGEMENT			10,538,935
4490	SOLID WASTE DISPOSAL CONS FUND			
44100-37148-54101-99999	PROFESSIONAL SERVICES	1,148,411		
44100-37148-54201-99999	CONTRACTUAL SERVICES	46,392		
44100-37148-54211-99999	WHEELABRATOR SPOKANE, INC	5,158,880		
44100-37148-54706-99999	UTILITY NATURAL GAS	361,925		
44100-94000-56203-99999	BUILDING IMPROVEMENTS	300,000		
44100-94000-56301-99999	OTHER IMPROVEMENTS	407		
44100-94000-56401-99999	MACHINERY/EQUIPMENT	8,527,178		
44200-37167-54201-99999	CONTRACTUAL SERVICES	26,567		
44400-94000-56301-99999	OTHER IMPROVEMENTS	20,070		
44700-37177-54101-99999	PROFESSIONAL SERVICES	241,679		
44700-37177-54501-99999	OPERATING RENTALS/LEASES	371		
44800-94000-56104-99999	MISC IMPROVEMENT NONBUILDINGS	7,599		
			15,839,479	
	TOTAL SOLID WASTE DISPOSAL			15,839,479
4600	GOLF FUND			
55100-94000-56403-99999	CAPITALIZED SOFTWARE	8,900		
55200-76680-54101-99999	PROFESSIONAL SERVICES	268		
55300-76680-53502-99999	MINOR EQUIPMENT	439		
55300-76680-54101-99999	PROFESSIONAL SERVICES	5,588		
			15,195	
	TOTAL GOLF FUND			15,195
4700	BLDG SERVICES			
41300-94000-56203-99999	BUILDING IMPROVEMENTS	2,357		
			2,357	
	TOTAL BLDG SERVICES			2,357
5100	FLEET SERVICES FUND			
30210-48100-53502-99999	MINOR EQUIPMENT	39		
30210-48100-54201-99999	CONTRACTUAL SERVICES	5,000		
30210-48100-54501-99999	OPERATING RENTALS/LEASES	7,380		
71100-48750-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	448		
71300-48750-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	10,734		
71400-48100-54850-55660	OTHER REPAIRS/MAINT SUPPLIES	2,484		
71400-48750-54803-55680	EQUIPMENT REPAIRS/MAINTENANCE	685		
71400-48750-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,000		
71400-48750-54850-55660	OTHER REPAIRS/MAINT SUPPLIES	21,785		
71400-48750-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	679		

71500-48750-54501-99999	OPERATING RENTALS/LEASES	281		
71500-48750-54850-55660	OTHER REPAIRS/MAINT SUPPLIES	1,537		
			53,052	
	TOTAL FLEET SERVICES FUND			53,052
5110	FLEET SVCS EQUIP REPL FUND			
71400-94000-56413-99999	RENTAL EQUIPMENT	131,959		
			131,959	
	TOTAL FLEET SVCS EQUIP REPL FUND			131,959
5200	PUBLIC WORKS AND UTILITIES			
72300-94000-56404-99999	VEHICLES	52,790		
72700-38141-54101-99999	PROFESSIONAL SERVICES	11,658		
72700-38141-54501-99999	OPERATING RENTALS/LEASES	98		
72700-38141-54909-99999	PRINTING/BINDING OS VENDOR	14,892		
72700-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	10,340		
			89,778	
	TOTAL PUBLIC WORKS AND UTILITIES			89,778
5300	IT FUND			
30210-18880-53502-99999	MINOR EQUIPMENT	42,665		
41630-18850-54820-99999	SOFTWARE MAINTENANCE	47,368		
41630-18880-54209-99999	IT SERVICES	947		
73200-18880-53502-99999	MINOR EQUIPMENT	2,953		
73200-18880-54301-99999	TELEPHONE	111,397		
73200-18880-54501-99999	OPERATING RENTALS/LEASES	320		
73300-18850-54820-99999	SOFTWARE MAINTENANCE	197,148		
73300-18880-54902-99999	REGISTRATION/SCHOOLING	86		
73320-18850-54820-99999	SOFTWARE MAINTENANCE	42,161		
73320-18880-54201-99999	CONTRACTUAL SERVICES	168,447		
73400-18850-54804-99999	HARDWARE MAINTENANCE	7,344		
73400-18880-53502-99999	MINOR EQUIPMENT	155		
73400-18880-54202-99999	ADVISORY TECHNICAL SERVICE	1,087		
73450-18850-54820-99999	SOFTWARE MAINTENANCE	4,879		
73450-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	2,700		
73500-18850-54804-99999	HARDWARE MAINTENANCE	26,457		
73500-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	8,544		
73500-18880-53502-99999	MINOR EQUIPMENT	1,852		
73500-18880-54202-99999	ADVISORY TECHNICAL SERVICE	11,828		
73500-18880-54501-99999	OPERATING RENTALS/LEASES	22,384		
73500-18880-54920-99999	SECURITY SERVICES	2,059		
73600-18880-53502-99999	MINOR EQUIPMENT	8,023		
73600-18880-54501-99999	OPERATING RENTALS/LEASES	160		
73700-18880-53502-99999	MINOR EQUIPMENT	10,016		
73900-18850-54820-99999	SOFTWARE MAINTENANCE	281		
73900-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	1,000		
			722,261	
	TOTAL IT FUND			722,261
5310	IT CAPITAL REPLACEMENT FUND			
73100-94000-56305-99999	FIBER OPTICS	31,159		
73100-94000-56403-99999	CAPITALIZED SOFTWARE	35,408		
73100-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	1,065		
			67,632	
	TOTAL IT CAPITAL REPLACEMENT FUND			67,632

5400	REPROGRAPHICS FUND			
74050-18780-53201-99999	OPERATING SUPPLIES	469		
74050-18780-54501-99999	OPERATING RENTALS/LEASES	14,010		
			14,479	
	TOTAL REPROGRAPHICS FUND			14,479
5600	ACCOUNTING SERVICES			
76500-14230-53104-99999	SOFTWARE (NONCAPITALIZED)	540		
76600-14230-54201-99999	CONTRACTUAL SERVICES	11,110		
76600-14230-54501-99999	OPERATING RENTALS/LEASES	6,441		
			18,091	
	TOTAL ACCOUNTING SERVICES FUND			18,091
5800	RISK MANAGEMENT FUND			
78200-14710-54201-99999	CONTRACTUAL SERVICES	28,106		
			28,106	
	TOTAL RISK MANAGEMENT FUND			28,106
5810	WORKERS' COMPENSATION FUND			
78300-17610-54101-99999	PROFESSIONAL SERVICES	10,880		
78300-17610-54201-99999	CONTRACTUAL SERVICES	9,950		
78500-17670-54202-99999	ADVISORY TECHNICAL SERVICE	5,000		
			25,830	
	TOTAL WORKERS' COMP FUND			25,830
5820	UNEMPLOYMENT COMPENSATION FUND			
78600-17710-54620-99999	INSURANCE ADMINISTRATION	1,376		
			1,376	
	TOTAL UNEMPLOYMENT COMP FUND			1,376
5830	EMPLOYEES BENEFITS FUND			
78710-17310-54620-99999	INSURANCE ADMINISTRATION	51,630		
78776-17910-54201-99999	CONTRACTUAL SERVICES	11,066		
			62,696	
	TOTAL EMPLOYEES BENEFITS FUND			62,696
5900	ASSET MANAGEMENT FUND OPS			
30700-14500-54201-99999	CONTRACTUAL SERVICES	31,120		
30700-14500-54802-99999	BUILDING REPAIRS/MAINTENANCE	13,588		
30700-14500-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	7,843		
30700-94000-56203-99999	BUILDING IMPROVEMENTS	29		
41520-18200-54201-99999	CONTRACTUAL SERVICES	32,785		
41620-32100-53101-99999	OFFICE SUPPLIES	388		
71300-48100-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	220		
			85,973	
	TOTAL ASSET MANAGEMENT FUND			85,973
6785	TRANSPORTATION BENEFIT DIST			
49814-42800-54201-99999	CONTRACTUAL SERVICES	141,906		
49815-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	11		
49815-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	305,358		
			447,275	
	TOTAL TBD			447,275
	TOTAL ALL FUNDS			70,868,422

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

02/10/2014

Date Rec'd

1/29/2014

Clerk's File #

RES 2014-0013

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625-6269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 CITY-WIDE CAPITAL IMPROVEMENT PROJECT NEEDS ASSESSMENT

Agenda Wording

A resolution regarding City-Wide Capital Improvement Project Needs Assessment.

Summary (Background)

Chapter 7.17 SMC was adopted in July of 2011 for the purpose of both developing a six year City-Wide Capital Improvement Program and updating the Program on a yearly basis. Pursuant to Chapter 7.17 SMC, City staff was directed to develop a process to deliver a program over a two year period. City staff utilized Washington State's Department of Commerce's model process along with other agency examples to help the City develop a process.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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

MCDANIEL, ADAM

Study Session

January 30, 2014

Division Director**Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The process includes a needs assessment to help determine the need of each capital improvement proposed from various departments. The needs assessment is made up a several questions that tie the capital improvements to core policies and requirements at the Federal, State and local level and is then scored to allow a basis for selection. The City Council was requested by the City Administration to adopt the needs assessment questions and scoring which would be utilized in the selection of city-wide capital improvement projects. This resolution will adopt the City-Wide Capital Improvement Project Needs Assessment, which shall be used to utilize in the selection of city-wide capital improvement projects. The needs assessment questions and scoring shall be used by the City Administration until revised by the City Council pursuant to a subsequently adopted resolution.

<u>Fiscal Impact</u>	<u>Budget Account</u>
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Select \$	#
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Select \$	#
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AmtType7 \$ Amount7	# Budget7
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AmtType8 \$ Amount8	# Budget8
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Distribution List

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	Email23
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RESOLUTION NO. 2014-0013

A resolution regarding City-Wide Capital Improvement Project Needs Assessment.

WHEREAS, the City Council adopted a new chapter 7.17 to title 7 of the Spokane Municipal Code in July of 2011 for the purpose of both developing a six year City-Wide Capital Improvement Program and updating the Program on a yearly basis; and

WHEREAS, City staff was directed under chapter 7.17 SMC to develop a process to deliver a program over a two year period; and

WHEREAS, City staff utilized Washington State's Department of Commerce's model process along with other agency examples to help the City develop a process over the last two years; and

WHEREAS, the process includes a needs assessment to help determine the need of each capital improvement proposed from various departments; and

WHEREAS, the needs assessment is made up a several questions that tie the capital improvements to core policies and requirements at the Federal, State and local level; and

WHEREAS, the needs assessment is then scored to allow a basis for selection; and

WHEREAS, the needs assessment and scoring is a policy direction Mayor Condon has asked the City Council to provide; and

WHEREAS, the City Council has reviewed and developed several needs assessment questions and their corresponding scoring; and

WHEREAS, once established, the City Administration will utilize both the needs assessment questions and scoring to help determine which capital improvements the City Administration will seek Council approval on over the six year window of time the Program represents. ; -- Now, Therefore,

BE IT RESOVLED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the City Council approves the attached City-Wide Capital Improvement Project Needs Assessment, which shall be used to utilize in the selection of city-wide capital improvement projects. The needs assessment questions and scoring shall be used by the City Administration until revised by the City Council pursuant to a subsequently adopted resolution.

Adopted this _____ day of February, 2014.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
02/10/2014

Date Rec'd	1/29/2014
Clerk's File #	RES 2014-0014
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 625-6269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 RESOLUTION REGARDING SPOKANE TRIBE OF INDIANS WEST PLAIN

Agenda Wording

A resolution rescinding Resolution No. 2012-0027 regarding the Spokane City Council taking a position on the Spokane Tribe of Indians' proposed West Plains Development project on federal land in Airway Heights.

Summary (Background)

On March 26, 2012, the City Council approved Resolution No. 2012-0027 regarding the City Council's opposing the Spokane Tribe of Indian's proposed West Plains Casino and Mixed-Use Development project based on the perceived detriment it would cause to the community. At the time the City Council adopted Resolution No. 2012-0027, the required Environmental Impact Statement (EIS) was still a draft document pending comments from the surrounding community.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Summary (Background)

The Final Environmental Impact Statement (FEIS) for the West Plains Casino and Mixed-Use Development by the Spokane Tribe of Indians was published in February of 2013. The statements set forth in Resolution No. 2012-0027 are not consistent with the conclusions in the FEIS. This resolution will rescind Resolution No. 2012-0027 and encourage the U.S. Secretary of the Interior to review the Final Environmental Impact Statement in making his two-part determination as to whether the proposed casino gaming (1) is in the best interest of the Spokane Tribe and (2) is not detrimental to the surrounding community.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
AmtType7	\$ Amount7	# Budget7
AmtType8	\$ Amount8	# Budget8

	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

RESOLUTION NO. 2014-0014

A resolution rescinding Resolution No. 2012-0027 regarding the Spokane City Council taking a position on the Spokane Tribe of Indians' proposed West Plains Development project on federal land in Airway Heights.

WHEREAS, on March 26, 2012, the City Council narrowly approved Resolution No. 2012-0027 regarding the City Council opposing the Spokane Tribe of Indians' proposed project; and

WHEREAS, at the time the City Council adopted Resolution No. 2012-0027, the required Environmental Impact Statement (EIS) was still a draft document pending comments from the surrounding community; and

WHEREAS, pursuant to federal regulations, the U.S. Secretary of the Interior must make a two-part determination that the proposed development (1) is in the best interest of the Spokane Tribe and (2) is not detrimental to the surrounding community; and

WHEREAS, the Final Environmental Impact Statement (FEIS) for the Mixed-Use Development by the Spokane Tribe of Indians was published in February of 2013; and

WHEREAS, the statements set forth in Resolution No. 2012-0027 are not consistent with the conclusions in the Final Environmental Impact Statement (FEIS); -- Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the City Council rescinds Resolution No. 2012-0027 and encourages the U.S. Secretary of the Interior to review the Final Environmental Impact Statement in making the two-part determination regarding the Spokane Tribe of Indians' Development application.

Adopted this _____ day of February, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

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

02/10/2014

Date Rec'd

1/29/2014

Clerk's File #

RES 2014-0015

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

CRAIG MEIDL 625-4117

Project #**Contact E-Mail**

CMEIDL@SPOKANEPOLICEL.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

RESOLUTION APPROVING THE APPOINTMENT OF SPD POLICE INVESTIGATIONS

Agenda Wording

A resolution approving the appointment of Selby Smith as Police Investigations Director of the Police Investigations Department.

Summary (Background)

City Charter Section 24 requires City Council confirmation of department head appointments. The appointments are subject to the approval of the City Council. Mayor David Condon has appointed Selby Smith as the Director of the Investigations Department, effective February 17, 2014.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

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Select \$

#

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

STRAUB, FRANK

Study Session

PSC-1/13/14

Division Director

STRAUB, FRANK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

fstraub

For the Mayor

SANDERS, THERESA

tschwering

Additional Approvals

ewade

Purchasing

korlob

RESOLUTION 2014-0015

A resolution confirming the appointment of Selby Smith as director of the Police Investigations.

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

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

WHEREAS, after full consideration, Mayor David A. Condon has appointed Mr. Smith as the director of the Police Investigations Department for the City of Spokane; --
Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby confirms the appointment of Selby Smith as director of the Police Investigations Department for the City of Spokane effective February 17, 2014.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

02/03/2014

Date Rec'd

1/22/2014

Clerk's File #

ORD C35075

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 625-6269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 CHANGES TO REPORTING STRUCTURE OF THE MUNICIPAL COURT &

Agenda Wording

An ordinance relating to the reporting structure of the Municipal Court and Probation Department; repealing SMC sections 3.01A.410 and 3.01A.600; adopting a new article IV to chapter 3.01A SMC; and adopting new sections 3.01A.700

Summary (Background)

This ordinance provides that both the clerk of the municipal court and the chief of probation shall be appointed by the presiding judge of the municipal court upon a majority vote of the judges. The ordinance further defines the functions and duties of both the clerk of municipal court and the chief of probation.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

MCDANIEL, ADAM

Division Director**Finance**

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other****Distribution List****Additional Approvals****Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and 3.01A.710 to chapter 3.01A of the Spokane Municipal Code.

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. ORD C35075

AN ORDINANCE relating to the reporting structure of the Municipal Court and Probation Department; repealing SMC sections 3.01A.410 and 3.01A.600; adopting a new article IV to chapter 3.01A SMC; and adopting new sections 3.01A.700 and 3.01A.710 to chapter 3.01A of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.410 is repealed:

~~((3.01A.410~~ ——— ~~Probation~~

- A. ~~The probation department supervises offenders place on pr obation by the municipal court to ensure compliance with court orders, supervises conditions of pre-trial release, refers offenders to various community agencies for programs, facilitates evidence based programs proven to reduce re-offense, conducts pre and post sentence investigations, conducts financial screening for public defense services, works with law enforcement and community agencies to promote offender compliance and rehabilitation and promote victim and community safety.~~
- B. ~~The chief of probation is appointed by the mayor after consultation with the presiding judge of municipal court and confirmed by the city council.))~~

Section 2. That SMC section 3.01A.600 is repealed:

~~((3.01A.600~~ ——— ~~Spokane Municipal Court~~

- A. ~~See chapter 5A.04 SMC.~~
- B. ~~The clerk of the municipal court shall be appointed by the presiding judge of the municipal court upon a majority vote of judges present at a regularly scheduled judges' meeting. Under the direction of the presiding municipal judge, the clerk is responsible for the clerical functions of the court and for the operation of the municipal violations bureau.))~~

Section 3. That there is adopted a new Article IV to chapter 3.01A of the Spokane Municipal Code to read as follows:

**ARTICLE IV
COURT SERVICES**

Section 4. That there is adopted a new SMC section 3.01A.700 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.700 Spokane Municipal Court

- A. See chapter 5A.04 SMC.
- B. The clerk of the municipal court shall be appointed by the presiding judge of the municipal court upon a majority vote of judges present at a regularly scheduled judges' meeting. Under the direction of the presiding municipal judge, the clerk is responsible for the clerical functions of the court and for the operation of the municipal violations bureau.

Section 5. That there is adopted a new SMC section 3.01A.710 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.710 Probation

- A. The probation department supervises offenders place on pr obation by the municipal court to ensure compliance with court orders, supervises conditions of pre-trial release, refers offenders to various community agencies for programs, facilitates evidence based programs proven to reduce re-offense, conducts pre and post sentence investigations, conducts financial screening for public defense services, works with law enforcement and community agencies to promote offender compliance and rehabilitation and promote victim and community safety.
- B. The chief of probation is appointed by presiding judge of the municipal court upon a majority vote of judges present at a regularly scheduled judges' meeting.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

10-8-13

Mayor

Date

Effective Date

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

12/16/2013

Date Rec'd

12/4/2013

Clerk's File #

OPR 2013-0864

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**

HEATHER LOWE 6233

Project #**Contact E-Mail**

HLOWE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

2012-2015 COLLECTIVE BARGAINING AGREEMENT WITH THE POLICE GUILD

Agenda Wording

Authorization to enter into a collective bargaining agreement with the Police Guild covering wages and benefits for the years 2012-2015.

Summary (Background)

The City of Spokane and the Police Guild have concluded negotiations and reached a Tentative Agreement for a successor collective bargaining agreement with a four-year term, from January 1, 2012 through December 31, 2015. The average annual increase in total cost of compensation over the four-year term is projected to be 2.76%.

Fiscal Impact**Budget Account**

Expense \$ 2012 \$778,501

various

Expense \$ 2013 \$744,665

various

Expense \$ 2014 \$900,439

various

Expense \$ 2015 \$950,972

various

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

LOWE, HEATHER

Study Session**Division Director**

LOWE, HEATHER

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

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For the Mayor

SANDERS, THERESA

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Additional Approvals

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Purchasing

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cmeidl@spokanepolice.org

tdunivant@spokanecity.org

jgately@spokanepolice.org

TENTATIVE AGREEMENT
Between
City of Spokane and Spokane Police Guild

The following memorializes a Tentative Agreement (TA) constituting a full and complete settlement of the negotiations for a successor four-year contract commencing January 1, 2012. All proposals by either the City or Guild that are not addressed in the below or attached TAs are withdrawn. The parties' negotiating teams recommend approval of the TA, which is subject to ratification by the Guild membership and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and recommence mediation.

2012

- 2% base wage increase, retroactive to 1/1/12

2013

- 2% base wage increase, retroactive to 1/1/13
- Article 27, Civilian Review: No later than 30 days after ratification by Guild and Council, implement attached version of revised Article 27, and attached modification to Article 24, section E-12
- Implement attached tuition reimbursement revisions, upon ratification by Guild and Council

2014

- 2% base wage increase, effective 1/1/14
- Education pay: .5% AA/AS and 1% BA/BS, effective 1/1/14
- Effective 1/1/14, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.
- Switch dental from current plan to PPO, effective 1/1/14.

2015

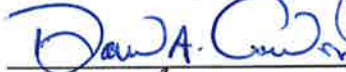
- 2% base wage increase, effective 1/1/15
- Education pay: increase AA/AS by .5% and BA/BS by 1% for a total of 1% for AA/AS and 2% for BA/BS, effective 1/1/15
- Effective 1/1/15, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

CAMERAS: The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.


All prior TAs to be implemented:

- Attached Grievance Procedure revisions dated 4/23/13
- Assistant Range Master added as a specialty assignment with 3% specialty pay if a rank below sergeant is assigned. Current sergeant FTE will not be eliminated but may be moved to meet department needs.
- Deletion of Truancy Officer and School Resource Officer from Special Assignments

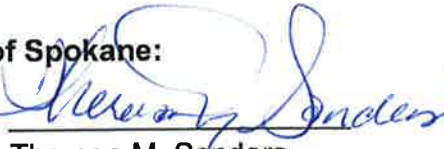
For the City of Spokane:



David A. Condon
Mayor


Gerry Gemmill
Local Government and
Labor Relations Director


Frank Straub
Police Chief


Erin Jacobson
Assistant City Attorney

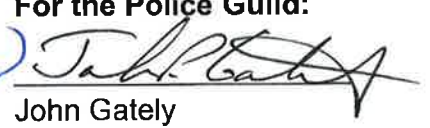

Theresa M. Sanders
City Administrator


Heather Lowe
Human Resources Director


Craig Meidl
Assistant Police Chief



Tim Dunivant
Budget Director


For the Police Guild:


John Gately
President


John Griffin
Vice-President


Paul Carpenter
Vice-President


Ty Snider
Secretary


JD Anderson
Treasurer

Final OPO Language for 2012-2015 CBA Tentative Agreement

ARTICLE 27 - CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild agree that the OPO and the Police Ombudsman Commission as set forth in Article 27 complies with and satisfies all of the requirements of the City Charter in effect on March 1, 2013.

(a) The OPO will actively monitor all police department OPO involved investigations as provided for herein.

(b) An "OPO Involved Investigation" is defined as an IA investigation where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens.

(c) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. The OPO will forward all complaints to IA within three business days for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but may participate in interviews and request that further investigation be completed, as provided herein.

(d) In addition to complaints received by the OPO, Internal Affairs will provide copies of all other OPO Involved Investigation complaints to the OPO within three business days. Once the case is closed, the OPO will return all case file materials to IA for retention, but will have subsequent access to closed cases.

(e) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, prior to investigation. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to

mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(f) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. When either the Chief or her/his designee determines that the allegations warrant investigation, such investigation shall be approved, and IA will initiate the investigative process. The OPO will participate in that investigative process for OPO Involved Investigations as follows:

1. Internal Affairs will notify the OPO of all administrative interviews on all OPO Involved Investigations. The OPO may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The OPO will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion of OPO Involved Investigations, IA will forward a complete copy of the case file to the OPO for review. The OPO will review the case file and determine whether the investigation was thorough and objective.

3. As a part of the review process, the OPO may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation. The OPO's suggestions and rationale for further investigation will be provided to IA in writing. The OPO and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the OPO regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the OPO's suggestions and rationale for further investigation. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

If the OPO is not satisfied with the determination of the Chief, the OPO's request for further investigation may be presented to the Police Ombudsman Commission, whose decision will be final. The decision of the Police Ombudsman Commission will be based upon the OPO's written request and the Chief's (or designee's) written response. Once the matter has been referred to and resolved by the

Police Ombudsman Commission, the investigation will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

4. After completion of the further investigation, or the conclusion that no further investigation will be undertaken, the OPO will then certify whether or not, in the opinion of the OPO, the internal investigation was thorough and objective. This determination will be made within five business days. Once the above finding is entered in the investigation, the OPO will not be involved further in the disciplinary process in that case.

(g) The OPO will be notified if the Chief or designee determines that any complaint that meets the definition of an OPO Involved Investigation will **not** be investigated by IA. If the OPO believes that an investigation should be completed, the OPO shall notify the Chief or designee in writing. The OPO and Chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The Chief will provide a written response to the OPO's request. If there is no agreement between the Chief or designee and the OPO regarding the investigation, the Police Ombudsman Commission will decide whether the investigation requested by the OPO will be undertaken by IA, as provided in section (f). The decision of the Police Ombudsman Commission will be based upon the OPO's written request and the Chief's (or designee's) written response.

The request from the OPO for IA to do an investigation, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

(h) All disciplinary decisions will be made by the Chief (or designee).

(i) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

(j) The OPO will be notified by IA within five business days of case closure of all OPO Involved Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the

complainant, may send a closing letter to the complainant. The letter may summarize the case findings.

(k) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

(l) Once the OPO has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, investigation, and findings. The closing report will not disclose the names of officers or witnesses.

(m) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes. The OPO shall not retain investigative files beyond one year and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(n) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(o) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one

member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(p) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the OPO will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for the OPO. Inadvertent, de minimus disclosures shall not be considered a violation of this section.

(q) Alleged violations of this agreement are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for OPO does not meet the minimum job requirement established in Section (p) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(r) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimus disclosures shall not be considered a violation of this section.

(s) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(t) Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

PART OF GUILD WHAT IF 7-8-13

Excerpt from Article 24 §E

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Bureau Command Staff or above) In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the ~~Department~~ City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies,) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

Section C – Tuition Reimbursement

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or designee and the Human Resources Department before the course is taken. The cost for books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

New Paragraph:

For all courses that are approved for reimbursement after the date of signing this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

~~An employee may request~~ There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). ~~Such~~ The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

Guild What If Grievance Procedure Package 4/23/2013 11:00 am

(Redlined from current contract language and City's 12/13/12 proposal)

ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE

Section A - Grievance Procedure Steps

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.
2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.
3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1

A grievance may be presented to the Police Chief or designee, ~~with a copy to the Human Resources Department, by a Guild Representative-Executive Board Officer or designee~~ within ~~twenty-one (21)~~twenty-eight (28) calendar days of the alleged occurrence; in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2

The Police Chief or designee shall attempt to settle the grievance within ~~seven~~ (7)twenty-one (21) calendar days after it has been presented.

Step 3

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild ~~Representative-Executive Board Officer or designee~~ within ~~seven~~ (7)twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4

The City Administrator shall have ~~fourteen~~ (14)twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the ~~fourteen~~ twenty-one day period, the grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within the allotted time period, the date the response was due.

Step 5

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within ~~ten~~ (10)fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within ~~21~~ twenty-eight (28) calendar days of the conciliation meeting.

Section B - Arbitration

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator ~~by mutual agreement~~ within ten (10) days, the Arbitrator shall be selected on a rotating basis from the following panel of arbitrators: Janet Gaunt, Mike Cavanaugh, Michael Beck, Alan Krebs, and Howell Lankford. The Arbitrator shall be selected from the list by both the City representative and the Guild's attorney within ten days of the matter being submitted to arbitration. Each party shall

alternatively strike or accept the top name on the list. If both parties accept the arbitrator, that person shall hear the case. Once both parties have had two strikes/acceptances, the next arbitrator on the list shall hear the case. The selected arbitrator shall move to the bottom of the list for the next arbitration hearing. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.
5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

Section C - Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.



Agenda Sheet for City Council Meeting of:
12/16/2013

Date Rec'd	12/4/2013
Clerk's File #	ORD C35069
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	THERESA 625.6502
Contact E-Mail	TSANDERS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0520 OPO ORDINANCE

Agenda Wording

An ordinance relating to the Office of Police Ombudsman; amending SMC sections 4.32.010, 4.32.020, 4.32.030, 4.32.060, 4.32.070, 4.32.080, 4.32.090, 4.32.100, 4.32.110, 4.32.140, 4.32.150, and 4.32.160.

Summary (Background)

This ordinance adopts amendments to Chapter 4.32 SMC regarding the Office of Police Ombudsman and the Police Ombudsman Commission in order to incorporate provisions of Section 129 and 130 of the City Charter approved by the voters in February of 2013.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
<u>Dept Head</u>	SANDERS, THERESA	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance provides the OPO with the authority to 1) obtain additional information regarding complaints for the sole purpose of determining whether to forward the complaint to IA, 2) independently investigate any non-disciplinary matters necessary to enable the OPO to issue policy and procedure recommendations, and 3) publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The ordinance establishes a procedure for the OPO to review Police Department Internal Affairs (IA) investigations and to notify IA of suggested further investigation. The procedure includes the ability of the OPO to go to the Police Ombudsman Commission to request further investigation. All subsequent IA investigations must be completed consistent with the determination of the Commission. The ordinance adds an additional procedure whereby the Commission may contract for a third party investigation and may issue a report containing finding and conclusions of the third party investigation. The ordinance makes numerous other revisions as fully set forth in the ordinance.

Fiscal Impact

Budget Account

Select

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AmtType7 \$ Amount7

Budget7

AmtType8 \$ Amount8

Budget8

Distribution List

Email16

Email17

Email18

Email19

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Email21

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Ordinance No. C-C35069

AN ORDINANCE relating to the Office of Police Ombudsman; amending SMC sections 4.32.010, 4.32.020, 4.32.030, 4.32.060, 4.32.070, 4.32.080, 4.32.090, 4.32.100, 4.32.110, 4.32.140, 4.32.150, and 4.32.160.

WHEREAS, the City had previously enacted chapter 4.32 of the Spokane Municipal Code establishing an independent Office of Police Ombudsman (hereinafter "OPO"), which has now been in existence for over four years; and

WHEREAS, on December 17, 2012, the Spokane City Council approved Resolution No. 2012-0105 placing Proposition No. 1 before the Spokane electorate for a vote. The Spokane's electorate voted in February 2013 to amend the City Charter to add a section creating a Police Ombudsman Commission and an Office of Police Ombudsman that has independent investigatory authority; and

WHEREAS, the City Council recently amended Chapter 4.32 SMC to incorporate provisions related to the Police Ombudsman Commission; and

WHEREAS, the City Council adopts this ordinance to codify within the Spokane Municipal Code the provisions of Sections 129 and 130 of the City Charter regarding the office of the police ombudsman and the police ombudsman commission; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 4.32.010 is amended to read as follows:

4.32.010 Office of Police Ombudsman

A. The office of police ombudsman (OPO) is established in order to:

1. help ensure that investigation of complaints against police officers are accomplished in a timely, fair, and thorough manner;
2. provide visible, professional, independent civilian oversight of police officers; ~~((and))~~
3. provide policy makers with recommendations on improvements to police policies, procedures, training and to improve the quality of police investigations; and
4. reassure the public that investigations into complaints and allegations of police misconduct are conducted in a timely, thorough, and objective manner.

- B. The police ombudsman and any employee of the OPO must, at all times, be totally independent. Any findings, recommendations, and requests made by the OPO must reflect the independent views of the OPO with the support of the OPO Commission.
- C. No person shall attempt to unduly influence or undermine the independence of the police ombudsman, or any employee of the OPO, in the performance of the duties and responsibilities set forth in this chapter.

Section 2. That SMC section 4.32.020 is amended to read as follows:

4.32.020 Definitions

- A. "Chief" means the chief of the Spokane police department.
- B. "Commission" means the office of police ombudsman commission.
- C. "Complainant" means any person who files a complaint against any commissioned member of the Spokane police department.
- D. ~~((G-))~~ "Complaint" means a complaint by any person of alleged police misconduct.
- E. "Designee" means a commissioned member of the Spokane Police Department.
- F. ~~((D-))~~ "Finding" means a conclusion reached after investigation.
- G. ~~((E-))~~ "IA" or "internal affairs" means the Spokane police department's investigative unit, whose responsibilities and procedures are described in the Spokane police department's Policy and Procedure Manual, as amended from time to time, to receive and investigate allegations of misconduct by Spokane police department employees.
- H. ~~((F-))~~ "Material to the outcome," "material statement," and "material fact" are those facts, evidence, or statements which tend to influence the trier of fact because of its logical connection with the issue. It is a fact which tends to establish any of the issues raised by the complaint or the defenses to the complaint.
- I. ~~((G-))~~ "Mediation" means a private, informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties to reach an agreement. The mediator has no power to impose a decision on the parties.

- J. ~~((H.))~~ “Member” means a sworn employee of the Spokane police department about whom a complaint has been submitted to the Spokane police department or the OPO.
- K. ~~((I.))~~ “Misconduct” means conduct by a member during an encounter with a citizen, which conduct violates Spokane police department ~~((regulations or orders, or other standards of conduct required of City employees))~~ policies, procedures and/or canons of ethics.
- L. “OPO Involved Investigation” means an IA investigation where the complaint giving rise to the investigation, whether made to the police department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens.
- M ~~((J.))~~ “Policy-related issue” means a topic pertaining to the Spokane police department’s hiring and training practices, the Spokane police department’s policies and procedures, equipment, and general supervision and management practices, but not pertaining specifically to the propriety or impropriety of a particular officer’s conduct.
- N. ~~((K.))~~ “Serious matter” means any complaint that could lead to suspension, demotion, or discharge.

Section 3. That SMC section 4.32.030 is amended to read as follows:

4.32.030 Functions and Duties

The functions and duties of the OPO are as follows:

- A. The OPO will actively monitor all police department OPO Involved ~~((internal))~~ ~~((i))~~ Investigations as provided herein.
- B. The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. The OPO may obtain additional information regarding the complaint for the sole purpose of determining whether to forward the complaint to IA. The OPO will forward all complaints to ~~((the police department’s internal affairs (IA) unit))~~ IA within three business days for processing and, when appropriate, investigation. The OPO shall not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate ~~((independent))~~ disciplinary investigations, but may participate in all OPO Involved Investigation interviews and request that further investigation, which could include additional interviews, be conducted by IA as provided herein.

- C. In addition to complaints received by the OPO, IA will provide copies of all other OPO Involved Investigations complaints (~~((received by the Spokane police department))~~) to the OPO within three business days. Once the case is closed, the OPO will return all case file materials to IA for retention consistent with the police department's record retention policy but will have subsequent access to closed cases.
- D. The OPO will have the opportunity to make a recommendation for mediation to the chief of police prior to investigation. In the event the department, the complainant, and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline, and no disciplinary finding will be entered against the officer. Good faith means that the officer listens to all information presented and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.
- E. Once any complaint is received by (~~the internal affairs unit~~) IA, including those forwarded to IA from the OPO, it shall be submitted to the chain of command for review per existing police department policy. When either the chief or (~~the chief's~~) his designee determines that the allegations warrant investigation, such investigation shall be approved, and IA will initiate the investigative process. The OPO will participate in that investigation process for OPO Involved Investigations as follows:
1. (~~((F.))~~) Internal affairs will notify the OPO of all administrative interviews on all OPO Involved Investigations (~~((complaints of a serious matter (complaints that could lead to suspension, demotion, or discharge) and all complaints originating at the OPO))~~). The OPO may attend and observe interviews in person or by telephone and will be given the opportunity to ask questions during the interview and after the completion of questioning by the department. (~~((G))~~) The OPO will not participate in criminal investigations of department employees, but will be notified when the criminal investigation is concluded.
 2. (~~((H.))~~) Upon completion of (~~each administrative investigation~~) OPO Involved Investigations, IA will forward a complete copy of the case file to the OPO for review. The OPO will review the case file and determine whether the investigation was timely, thorough and objective.
- E. (~~((I.))~~) As a part of the review process, the OPO may conclude that (~~additional~~) further investigation is needed on issues deemed material to the outcome. The

OPO will notify IA of the suggested further investigation. The OPO's suggestions and rationale for further investigation will be provided to IA in writing. The OPO and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is ~~((any dispute))~~ no agreement between the assigned investigator(s) and the OPO regarding the necessity, practicality, or materiality of the requested ~~((additional))~~ further investigation, the OPO will notify the chief (or designee) in writing of the OPO's suggestions and rationale for further investigation. ~~((t))~~The chief (or designee) will determine whether ~~((additional))~~ further investigation will be undertaken by IA. The chief (or designee) will provide his determination to the OPO in writing.

If the OPO is not satisfied with the determination of the chief, ~~((the matter will be resolved by the mayor,))~~ the OPO's request for further investigation may be presented to the commission, whose decision will be final. The decision of the commission will be based upon the OPO's written request and the chief's (or designee's) written response. Once the matter has been referred to and resolved by the ~~((mayor))~~ commission, the IA investigation will be completed consistent with the determination by the ~~((mayor))~~ commission. After providing IA a reasonable opportunity to complete the further investigation as directed, if the commission determines and specifically describes in writing how the IA investigation was not completed consistent with the commission's direction, the commission may again direct IA to conduct further investigation, or the commission may publish its report containing its findings and conclusions, and may also contract for or request a third-party investigation if it so chooses. The third-party investigation shall be conducted by someone with recognized expertise in conducting a fair and objective investigation (e.g., the Washington State Patrol, a police ombudsman from another Washington jurisdiction, etc.). The third-party investigator may request, but not require, participation by police officers in the investigation, unless already vested with that authority. The commission may publish a report containing findings and conclusions of the third-party investigation, so long as the report does not identify specific members of the department and does not in any way comment upon officer discipline (or the lack thereof). The findings and conclusions of the commission may not be used by the City as a basis to open or re-open complaints against any union-represented employee(s), including those assigned to IA. Nor may the findings and conclusions of the Commission be used by the City as a basis to reconsider any decision(s) previously made concerning discipline. No discipline of union-represented employees may result from the commission's third-party investigation.

After completion of the further investigation, or the conclusion that no further investigation will be undertaken, the OPO will then certify whether or not, in the opinion of the OPO, the internal investigation was timely, thorough and objective. This determination will be made within five business days. Once the above finding is entered in the investigation, the OPO will not be involved further in the disciplinary process in that case.

- G. The OPO will be notified if the chief or designee determines that any complaint that meets the definition of an OPO Involved Investigation will not be investigated by IA. If the OPO believes that an investigation should be completed, the OPO shall notify the chief or designee in writing. The OPO and chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The chief will provide a written response to the OPO's request. If there is no agreement between the chief or designee and the OPO regarding the investigation, the police ombudsman commission will decide whether the investigation requested by the OPO will be undertaken by IA, as provided in subsection (E). The decision of the police ombudsman commission will be based upon the OPO's written request and the chief's (or designee's) written response.
- H. ~~((J. The OPO shall not have a role in any disciplinary matter.))~~ All disciplinary decisions will be made by the chief (or designee). The OPO shall not have a role in any disciplinary matter.
- I. ~~((K.))~~ The OPO will be provided a copy of any letter or other notification to an officer informing the officer of actual discipline imposed as a result of an internal affairs investigation, or any notice of finding in the event that the complaint is not sustained.
- J. ~~((L.))~~ The OPO will be notified by IA within five business days of case closure of all OPO Involved Investigations ~~((complaints of a serious matter and all complaints originated by the OPO))~~. The OPO, in addition to the department's written notice of finding letter to the complainant, may send a closing letter to the complainant ~~((to summarize the case findings))~~. The letter may summarize the case findings.
- K. ~~((M.))~~ Any complaining party who is not satisfied with the findings of the department concerning their complaint may contact the office of police ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.
- L. Once the OPO has made a certification decision and the chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the OPO's investigation, and the OPO's findings and recommendations. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of members. For purposes of this section, "final determination" of a case means a final decision by the police chief regarding discipline of a member

or of members involved in a single related incident, including the final disposition of all subsequent judicial or administrative appeals.

- M. ((N)) In addition to the investigative process, the OPO will have unimpeded access to all ((IA)) complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes. The OPO shall not retain investigative files beyond one year and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the chief of police in specific cases.
- N. ((O))The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process and review and recommend changes in departmental policies to improve the quality of police investigations and practices, including the IA investigation process. The OPO may independently investigate any non-disciplinary matters necessary to enable the OPO to issue policy and procedure recommendations. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. If required by law, the City will engage in collective bargaining prior to adopting any such recommendations. ~~((Nothing in this chapter shall be construed as a waiver of the officers' collective bargaining right to require the City to engage in collective bargaining as authorized by law.))~~
- O. ((P)) The OPO shall not have access to legally privileged documents held by the city attorney or attorney-client communications held by the city attorney's clients. The OPO shall not disclose confidential records and shall be subject to the same penalties as the legal custodian of the records for any unlawful or unauthorized disclosure.
- P. ((Q)) The police ombudsman may propose ~~((adopt, promulgate, amend, and rescind))~~ rules and procedures required for the discharge of the police ombudsman's duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions and recommendations to the commission. The OPO's rules and procedures must be consistent with state law and the collective bargaining agreement between the city and police guild. The OPO may not levy any fees for the handling of complaints or any other duties identified in this chapter.
- Q. Complaints regarding the chief of police shall be directed to the mayor and investigated by the city's human resources department. Complaints against the

ombudsman shall be directed to and investigated by the commission, with the assistance of the City's human resources department.

Section 4. That SMC section 4.32.060 is amended to read as follows:

4.32.060 Qualifications

The minimum qualifications for the position of police ombudsman are:

- A. legal, investigative, or prosecutorial experience within in the five years prior to appointment;
- B. recent or current familiarity with police procedures within in the five years prior to appointment;
- C. demonstrated ability to review investigations to ensure they are thorough and unbiased;
- D. successful completion of a criminal background investigation consistent with the requirements to become employed as a Spokane police officer;
- E. demonstrated ability to work with confidential information;
- F. a record of community involvement;
- G. an ability to build working relationships with and communicate effectively with diverse groups; and
- H. established ((a)) reputation for even-handedness in dealing with both complainants and the regulated parties.
- I. become a resident of the City within six months of the beginning of the appointment term and maintain residency during the remainder of the term.

Section 5. That SMC section 4.32.070 is amended to read as follows:

4.32.070 Training

The police ombudsman shall continue his or her professional education throughout the period of employment as the ombudsman in subjects consistent with the responsibilities of employment. At a minimum, such training shall include:

- A. a training program in police procedures and orientation to the Spokane police department, including at least one ride-along with police within six months of appointment and at least two ride-along each year; ((and))

- B. ~~((completion of))~~ attend the police department's ((Citizens)) Reserve Academy, or other similar training program, within one year of appointment, however, such training shall not result in a police commission;
- C. attend police department in-service training regarding current training and policy and procedure updates, as well as specialized training; and
- D. pursuit of certification from the National Association of Civilian Oversight of Law Enforcement (NACOLE) during the term of his or her appointment.

Section 6. That SMC section 4.32.080 is amended to read as follows:

4.32.080 Appointment

- A. A selection committee of five members (committee) will be formed that will recommend three candidates for the OPO position to the ~~((mayor))~~ commission, one of which must be selected. The committee shall be composed of:
 - 1. one member appointed by the Spokane Police Officers Guild,
 - 2. one member appointed by the Lieutenants and Captains Association,
 - 3. one member appointed by the city council,
 - 4. one member appointed by the mayor, and
 - 5. ~~((a))~~ the fifth member selected by the other four members.
- B. The ~~((mayor shall))~~ commission must appoint one of the three individuals recommended by the committee to the OPO position. ~~((The individual appointed by the mayor and confirmed by the city council must be one of the individuals recommended by the committee.))~~ The five member selection committee will select the committee's chair.

Section 7. That SMC section 4.32.090 is amended to read as follows:

4.32.090 Term

- A. The appointment of the police ombudsman shall be for an initial three-year term.
- B. A current police ombudsman may be reappointed for additional terms not to exceed three years upon ~~((recommendation of the mayor and confirmation by the city council))~~ reappointment by the commission. If ~~((the mayor does not recommend reappointment or the city council))~~ commission does not approve the

reappointment prior to the expiration of the appointment term, the appointment term shall expire at the end of the term.

- C. Should a vacancy in the position occur, due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the ~~((mayor may recommend an appointment for city council confirmation of))~~ commission appoint an interim police ombudsman for a term not to exceed four months, in compliance with the appointment process stipulated in SMC 4.32.080. The selection committee referenced in SMC 4.32.080 must meet within thirty days of notification by the ~~((mayor))~~ commission of the need to appoint an interim police ombudsman.

Section 8. That SMC section 4.32.100 is amended to read as follows:

4.32.100 Removal

- A. The police ombudsman may not be removed from office during his term except for misconduct, inefficiency, incompetence, inability or failure to perform the duties of the office, ~~((or))~~ negligence in the performance of the duties or failure to complete the requisite training. Compliance with the confidentiality provisions of this chapter is a condition of employment for all employees of the OPO. Inadvertent, de minimus disclosures shall not be considered a violation of this section.
- B. In such cases that warrant removal from office, removal shall be by a resolution adopted by a majority of the ~~((city council))~~ full commission subsequent to a public hearing by ~~((either the majority of the full city council upon recommendation of the mayor or by a vote of no less than five members of the full city council))~~ the commission.
- C. Nothing contained herein shall prevent the ~~((city council))~~ commission from ~~((either))~~ declining to approve an appointment or reappointment ~~((, or eliminating the office of police ombudsman by legislative action, both of which do not require the city council to consider removal for cause as set forth above))~~.

Section 9. That SMC section 4.32.110 is amended to read as follows:

4.32.110 Reporting Requirements

- A. The police ombudsman reports, for administrative and executive functions, directly to the ~~((mayor or the mayor's designee))~~ commission.
- B. The police ombudsman is not an employee of the Spokane police department and shall work independently from the Spokane police department.

- C. The police ombudsman shall make monthly reports jointly to the commission, the mayor, the police chief, and the Public Safety Committee regarding the activities of the OPO. In addition, the police ombudsman shall make an annual report to the city council during a council meeting. The report shall contain:
1. statistical analysis documenting the number of complaints by category, disposition, and action taken;
 2. analysis of trends and patterns;
 3. recommendations.

Section 10. That SMC section 4.32.140 is amended to read as follows:

4.32.140 False Reporting

- A. The OPO shall have the discretion to decline further action on a complaint filed with the OPO if it is found that there is a reasonable belief that the alleged acts of misconduct in the complaint are false and that the person(s) filing the complaint knew them to be false at the time the complaint was filed.
- B. The employees of the OPO are considered public servants for purposes of SMC 10.07.020. Any person who knowingly makes a false or misleading material statement to the OPO is subject to criminal sanctions in SMC 10.07.020. The OPO shall notify complainants that they can be charged with a criminal gross misdemeanor for making a false or misleading material statement pursuant to SMC 10.07.020.

Section 11. That SMC section 4.32.150 is amended to read as follows:

4.32.150 Office of Police Ombudsman Commission

- A. That an office of police ombudsman commission (“commission”) be created consisting initially of five members.
- B. General Duties.
In addition to other duties enumerated in this chapter, the commission shall:
1. Appoint, reappoint and potentially remove the police ombudsman pursuant to SMC 4.32.080 through 4.32.110;
 2. Approve annual and long term goals of the OPO;
 3. ((2-)) Approve OPO procedures and best practices;

4. ~~((3.))~~ Approve the OPO annual report;
5. ~~((4.))~~ Approve OPO recommendations ~~((to implement))~~ regarding changes in police department policies and training;
6. ~~((5.))~~ Approve OPO rules and procedures ~~((The ((OPO)) commission, on its own or upon request by the OPO, may adopt, promulgate, amend, and rescind rules and procedures))~~ required for the discharge of OPO duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions and recommendations. The rules and procedures approved by the commission shall be consistent with Washington state law and comply with the collective bargaining agreement between the city and the police guild.
7. ~~((6.))~~ Conduct and approve evaluations of the OPO and OPO personnel;
8. ~~((7.))~~ Request that the OPO examine or re-examine specific non-disciplinary ~~((incidents or))~~ policy or procedure issues and confirm or reject OPO requests for additional investigation by IA;
9. ~~((8.))~~ Assist OPO personnel in communicating with Spokane's diverse communities and the general public about the complaint filing and investigation process;
10. ~~((9.))~~ Make readily available to the public all commission reports, recommendations, and evaluations; and
11. ~~((10.))~~ Prepare and present an annual report to the city council.

C. Selection of Members.

1. Two members shall be nominated by the mayor and appointed by city council; and,
2. One member from each of the three city council districts nominated and appointed by city council.
3. The commission may, at any time, determine that more members are necessary to carry out the duties of the commission. Upon unanimous vote of all commission members and majority approval by the city council pursuant to an amendment to this section, additional members may be added to the commission two members at a time:

- a. One additional member nominated by the mayor and appointed by city council; and,
- b. One additional member nominated appointed by city council.

D. Officers.

The commission members shall annually choose their own chair and vice-chair, who will serve from January 1st through December 31st, and shall serve in that position for no more than three consecutive one-year terms. The chair (and vice-chair in the absence of the chair) will set the agenda for meetings, facilitate the meetings, speak on behalf of the commission and call any special meetings.

E. Qualifications.

1. Members of the commission shall be volunteers who immediately, prior to appointment, shall be:
 - a. A current resident of the city of Spokane;
 - b. Of the age of twenty-one years or older;
 - c. Able to pass an in-depth background investigation and have no convictions for crimes involving dishonesty or moral turpitude within the past ((five)) seven years; and
 - d. Neither a current or former employee of the City of Spokane or Spokane police department, nor an immediate family member of a current City of Spokane or Spokane police department employee.
 - e. Able to establish a reputation for even-handedness in dealing with both complainants and the regulated parties.
2. The following characteristics shall be considered during the appointment process:
 - a. An absence of any real or perceived bias, prejudice, or conflict of interest;
 - b. A record of community involvement;
 - c. A demonstrated ability to be fair, impartial and unbiased;
 - d. An ability to build working relationships and communicate effectively with diverse groups;

- e. Education, professional and/or personal experience including but not limited to judicial, legal, investigative, mental health and law enforcement experiences with the exception that a commission member shall not have been a law enforcement officer for two years prior to his or her appointment;
 - f. Contribute to the diversity of the commission so that the makeup of the commission reflects the diversity of the people most likely to have contact with members of the police department, including geographic, racial and disability diversity.
- 3. All commission members shall be required to sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimus disclosures shall not be considered a violation of this section.
 - 4. All commission members shall complete a ride-along with the police within six months of appointment. The police department shall make additional training available to commission members, including annual ride-alongs, the Reserve Academy, or other similar training programs, and department in-service training. Such training shall not result in a police commission.

F. Terms of Office.

- 1. Each commission member shall serve a three-year term and is eligible for re-appointment, except that no member shall be re-appointed after serving three consecutive full three-year terms.
- 2. The initial commission members will have staggered terms, with three members serving three years and two members serving two years.
- 3. A vacancy that occurs during the term of a member shall be filled in the same manner as the original appointment, and the appointee shall serve for the remainder of the expired term.
- 4. Each member shall continue to serve in such capacity until the member's successor has been duly appointed and is acting, provided, however, that the period shall not exceed ninety days past the expiration of the member's term.

G. Expectations.

1. Commission members shall participate in an appropriate training program to be established by the commission, the chief of police and/or the OPO so that they shall possess the knowledge to perform their duties.
2. Members of the commission shall agree in writing that they are subject to the City of Spokane code of ethics contained in chapter 1.04 SMC and an appropriate confidentiality agreement to be developed by the OPO and reviewed and maintained in collaboration with the commission.

H. Liability.

It is the intent of the City that the commission members be free from personal liability for acts taken within the course and scope of carrying out their official duties and functions. The city will therefore defend and indemnify members to the maximum extent permitted under the city's insurance program and indemnification policy.

I. Removal.

A member of the commission may be removed from office by the city council prior to the normal expiration of his/her term for consistent failure to perform commission member duties, for having a real or perceived bias, prejudice or conflict of interest, or for violating the statement of principles, code of conduct, or confidentiality agreement.

J. Meetings and Procedures.

1. The commission may appoint from its membership committees as necessary to perform its duties.
2. Commission members are expected to maintain a minimum of seventy-five percent meeting attendance on an annual basis.
3. The commission shall hold regular meetings with an opportunity for public comment at least quarterly, and the commission and its committees may hold additional meetings as necessary.
4. No business of the commission shall be conducted at a meeting without at least a quorum of three members.
5. All actions of the commission shall be made upon a simple majority vote of the members present.
6. Meetings of the commission shall be open to the public except when the commission has determined a closed executive session, in accordance with RCW 42.30.110, is necessary in order to carry out its business.

7. The commission shall prepare and present an annual report to the city council that:
 - a. Summarizes the commission's activities, findings, and recommendations during the preceding year;
 - b. ~~((Gives))~~ Summarizes the OPO's recommendations for changes to the police department's ((processes and)) policies, procedures and training during the preceding year;
 - c. Evaluates the work of the OPO, including whether the OPO is ~~((functioning as intended and))~~ performing required duties.
- ~~((8. The commission may develop additional reports as deemed necessary by it, or as requested by the city council. All reports generated by the commission shall not release nor disclose any records exempt from disclosure under the Washington Public Records Act or any confidential information that city officials or employees would be legally prohibited from disclosing.~~
8. ~~((9))~~ The commission shall evaluate the performance of the OPO. In doing so, the commission:
 - a. Shall establish criteria by which to evaluate the work of the OPO;
 - b. Shall review, comment on and assist in maintaining policies, procedures and operating principles for the OPO;
 - c. Shall monitor status reports from the OPO; and
 - d. May conduct periodic evaluations of the complaint intake and handling system to identify process improvements and/or ensure complaints are being treated fairly with due diligence.
9. The commission's policies and procedure required for the discharge of its duties shall be consistent with Washington state law and the collective bargaining agreement between the city and police guild.
10. The commission shall have no involvement concerning discipline for specific cases or officers.

Section 12. That SMC section 4.32.160 is amended to read as follows:

4.32.160 Funding

The city council shall maintain funding necessary to appropriately staff the office of police ombudsman and the commission, including adequate staff to enable to ombudsman to perform the required duties and responsibilities of the office as well as providing staff assistance to the police ombudsman commission.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/10/2014

Date Rec'd

1/30/2014

Clerk's File #

RES 2014-0016

Renews #**Cross Ref #**RES 2014-0012,
OPR 2014-0060**Submitting Dept**

UTILITIES

Contact Name/Phone

KEN GIMPEL 625-6532

Project #**Contact E-Mail**

KGIMPEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**RESOLUTION TO DECLARE SOLID WASTE TRANSFER STATIONS SURPLUS TO
CITY NEEDS**Agenda Wording**

Resolution declaring the City's Solid Waste Transfer Stations Surplus to the City's needs and authorizing the sale of the Transfer stations to Spokane County as outlined in the interlocal agreement.

Summary (Background)

The City and the County formed the Spokane Regional Solid Waste Management System in 1989 through an Amended and Restated Interlocal Agreement ("1989 Agreement"); and have been discussing long term planning associated with solid waste disposal and agree to not renew the 1989 Agreement and wish to execute a new Agreement for the Disposal and Transfer of Solid Waste and sale of the Transfer Stations owned by the City.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

ROMERO, RICK

Study Session**Division Director**

ROMERO, RICK

Other

PWC 1/13/2014

Finance

LESESNE, MICHELE

Distribution List**Legal**

ISSERLIS, NANCY

For the Mayor

SANDERS, THERESA*

Additional Approvals**Purchasing**

<u>Agenda Sheet for City Council Meeting of:</u>		<u>Date Rec'd</u>	1/30/2014
02/10/2014		<u>Clerk's File #</u>	RES 2014-0016
		<u>Renews #</u>	
<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	RES 2014-0012, OPR 2014-0060
<u>Contact Name/Phone</u>	KEN GIMPEL 625-6532	<u>Project #</u>	
<u>Contact E-Mail</u>	KGIMPEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	RESOLUTION TO DECLARE SOLID WASTE TRANSFER STATIONS SURPLUS TO CITY NEEDS		
<u>Agenda Wording</u> Resolution declaring the City's Solid Waste Transfer Stations Surplus to the City's needs and authorizing the sale of the Transfer stations to Spokane County as outlined in the interlocal agreement.			
<u>Summary (Background)</u> The City and the County formed the Spokane Regional Solid Waste Management System in 1989 through an Amended and Restated Interlocal Agreement ("1989 Agreement"); and have been discussing long term planning associated with solid waste disposal and agree to not renew the 1989 Agreement and wish to execute a new Agreement for the Disposal and Transfer of Solid Waste and sale of the Transfer Stations owned by the City.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ROMERO, RICK	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 1/13/2014
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	ISSERLIS, NANCY		
<u>For the Mayor</u>	SANDERS, THERESA*		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2014-0016

A RESOLUTION DECLARING THE CITY'S SOLID WASTE TRANSFER STATIONS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE SALE OF THE TRANSFER STATIONS TO SPOKANE COUNTY

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.33 RCW authorizes the intergovernmental transfer of any property, real or personal, or property rights, including but not limited to the title to real property, subject to certain notice and hearing requirements and the City is in compliance with the notice requirements; and

WHEREAS, the CITY and the COUNTY formed the Spokane Regional Solid Waste Management System ("System") in 1989 through an Amended and Restated Interlocal Agreement ("1989 Agreement"); and

WHEREAS, Section 5.2 (b) of the 1989 Agreement provides for a term of twenty five (25) years, or such longer term as the Series 1988 Bonds, or any Additional Bonds remain outstanding; and

WHEREAS, the 1989 Agreement has been amended by the PARTIES to extend the initial term of agreement until November 16, 2014, at which time it will expire; and

WHEREAS, the PARTIES have been discussing long-term planning associated with solid waste disposal; and

WHEREAS, the PARTIES agree that the 1989 Agreement should not be renewed and should expire; and

WHEREAS, the City of Spokane is the owner of certain properties (the "Properties") originally acquired for public utility purposes, which properties are located in the County of Spokane, State of Washington, and described in the 'Exhibit A: The Interlocal Agreement' thereto; and

WHEREAS, the Properties are surplus to the City's needs and are not required for providing continued public utility service; and

WHEREAS, RCW 35.94.040 authorizes the City to dispose of surplus property originally acquired for public utility purposes; and

WHEREAS, the PARTIES desire to enter into a new Interlocal Agreement between the City and Spokane County Regarding the Transfer and Disposal of Solid Waste, whereby the COUNTY offered to purchase the two Transfer Stations; and

WHEREAS, the COUNTY has proposed to pay Nine Million Nine Hundred Thousand and 00/100 Dollars (\$9,900,000.00) to the CITY in consideration and for the purchase of the Transfer Stations, including associated equipment listed in Exhibit A ; and

WHEREAS, the COUNTY is proposing to agree to deliver all solid waste received at the Transfer Stations to the Waste To Energy Facility for final disposal during the term of the proposed new Interlocal Agreement;

NOW, THEREFORE –

BE IT RESOLVED By the City Council of the City of Spokane that:

1. The Properties are hereby declared to be surplus to the City's needs and are not required for providing continued public utility service; and
2. It is in the best public interest to consummate the transactions contemplated in the Interlocal Agreement, which include the sale of the Transfer Stations to Spokane County; and
3. The Interlocal Agreement Between the City of Spokane and Spokane County Regarding Transfer and Disposal of Solid Waste is approved; and
4. The Interlocal Agreement requires purchase by the County of the North County Transfer Station and Valley Transfer Station for the price of Nine Million Nine Hundred Thousand and 00/100 Dollars (\$9,900,000.00) and a commitment to deliver all solid waste received at the Transfer Stations to the Waste To Energy Facility for final disposition for the term of this Agreement, which shall be at least a minimum of three (3) years.

Adopted by the City Council _____, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE**

THIS AGREEMENT is entered into between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "PARTIES."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, chapter 39.33 RCW authorizes the intergovernmental transfer of any property, real or personal, or property rights, including but not limited to the title to real property, subject to certain notice and hearing requirements; and

WHEREAS, the CITY and the COUNTY formed the Spokane Regional Solid Waste Management System ("System") in 1989 through an Amended and Restated Interlocal Agreement ("1989 Agreement"); and

WHEREAS, Section 5.2 (b) of the 1989 Agreement provides for a term of twenty five (25) years, or such longer term as the Series 1988 Bonds, or any Additional Bonds remain outstanding; and

WHEREAS, Section 5.2 (d) of the 1989 Agreement provides that it shall be renewed automatically for successive twenty (20)-year terms unless the CITY and COUNTY agree not to renew it; and

WHEREAS, all bonds issued for the Spokane Regional Solid Waste Management System have been retired; and

WHEREAS, the 1989 Agreement has been amended by the PARTIES to extend the initial term of agreement until November 16, 2014, at which time it will expire; and

WHEREAS, Section 5.2 (e) of the 1989 Agreement provides that “(f)ollowing termination of this Agreement, the City shall own the System and all of its assets..”; and

WHEREAS, Section 1.1 (qq) of the 1989 Agreement defines the terminology “System” to include two (2) transfer stations commonly referred to as the North County Transfer Station and the Valley Transfer Station (“Transfer Stations”); and

WHEREAS, the PARTIES have been discussing long term planning associated with solid waste disposal; and

WHEREAS, the PARTIES agree to not renew the 1989 Agreement and that this Agreement shall replace the 1989 Agreement, effective November 17, 2014; and

WHEREAS, the COUNTY agrees to pay Nine Million Nine Hundred Thousand and 00/100 Dollars (\$9,900,000.00) to the CITY for the purchase of the Transfer Stations, including equipment listed in Exhibit “B”. Of the total, \$2,700,000.00 represents the value of the North County Transfer Station, and \$7,200,000.00 represents the value of the Valley Transfer Station; and

WHEREAS, the COUNTY agrees to deliver all solid waste received at the Transfer Stations to the Waste To Energy Facility for final disposal during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and the recitals referenced above, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purposes of this Agreement are to:

- A. Formally terminate the 1989 Agreement as of November 16, 2014. Effective November 17, 2014, this Agreement will replace all terms and conditions contained in the 1989 Agreement; and
- B. Provide that the CITY will continue to operate the System in accordance with the terms and conditions of the 1989 Agreement including subsequent amendments as mutually agreed to by the PARTIES, through November 16, 2014; and

- C. Provide that ownership of the Transfer Stations will transfer from the CITY to the COUNTY on November 17, 2014, including associated equipment and vehicles as agreed to in Exhibit "B"; and
- D. Establish the terms and conditions between the CITY and the COUNTY for the transfer and disposal of all solid waste collected through the Transfer Stations, which is to be delivered to the CITY's Waste To Energy Facility; and
- E. Establish flow control requirements to be maintained by the COUNTY to ensure the proper disposal of solid waste; and
- F. Establish the terms and conditions for continued service to non-City of Spokane customers who are part of the County's Regional Solid Waste System and deliver solid waste and yard waste to the CITY's Waste To Energy Facility.

SECTION NO. 2: DEFINITIONS

As used in this Agreement, the following words, unless the context otherwise dictates, shall have the following meanings:

- A. **CITY** - means the City of Spokane, or any vendor contracted with by the CITY for services related to the management of solid waste.
- B. **COUNTY** - means Spokane County, or any vendor contracted with by the COUNTY for services related to the management of solid waste.
- C. **County Disposal Rate** - means the rate charged to the COUNTY pursuant to this Agreement for solid waste delivered by the COUNTY to the CITY Waste To Energy Facility from the Transfer Stations. The rate shall be inclusive of all costs, including applicable taxes. The CITY agrees not to exceed authority granted under state or local law, including taxing authority.
- D. **County Regional Solid Waste System** - includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapters 70.95 and 70.105 RCW as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.
- E. **Dangerous Wastes** - means any discarded, useless, unwanted, or abandoned substances, including but not limited to certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human

health, wildlife, or the environment because such wastes or constituents or combinations of such wastes:

- 1) Have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or
- 2) Are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.

F. **Extremely Hazardous Waste** —means any dangerous waste which:

- 1) Will persist in a hazardous form for several years or more at a disposal site and which in its persistent form:
 - a. Presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic make-up of human beings or wildlife, and
 - b. Is highly toxic to human beings or wildlife.
- 2) If disposed of at a disposal site in such quantities as would present an extreme hazard to human beings or the environment.

G. **Flow Control Ordinance** - means Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the COUNTY adopted on December 20, 1988 and Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and as may be further amended from time to time.

H. **Gate Fee** - means the amounts charged per ton of Solid Waste by the CITY or the COUNTY for the disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. Provided, however, the gate fee charged by either the CITY or the COUNTY shall be inclusive of all costs, including applicable taxes.

I. **Hazardous Waste** - means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components.

J. **Moderate-Risk Waste** – means

- 1) any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under chapter 70.105 RCW solely because the waste is generated in quantities below the threshold for regulation; and

- 2) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances.
- K. **Nonprocessable Waste** - means any solid waste that the CITY deems to be unacceptable at the Waste To Energy Facility.
- L. **Solid Waste or Wastes** - means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.
- M. **Transfer Stations** –means the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan Road, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.
- N. **Waste To Energy Facility or Facility** - means that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

SECTION NO. 3: DURATION

This Agreement shall be effective at 12:00 A.M. on November 17, 2014 (“Commencement Date”) and run through 11:59 P.M. on November 16, 2021, unless the COUNTY provides written notice of termination as provided for in Section No. 4(M) of this Agreement. Under no circumstances shall this Agreement be terminated prior to the end of three (3) years or before November 16, 2017.

Any notice of termination shall be provided in writing and not later than twelve (12) months prior to the effective date.

Notwithstanding the above provisions, this Agreement may be extended in one (1) year increments for a period of five (5) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES.

SECTION NO. 4: TERMS

- A. **Termination of the Spokane Regional Solid Waste Management System:**

The 1989 Agreement shall be mutually terminated by the CITY and COUNTY at 11:59 P.M. on November 16, 2014. On the Commencement Date of this Agreement, the Spokane Regional Solid Waste Management System as defined in the 1989 Agreement will be terminated and cease to exist.

B. Transfer of Ownership of the Transfer Stations, Associated Equipment, and Vehicles:

- 1) Transfer of Property. Subject to the provisions of this Agreement, the CITY agrees to sell, transfer, and deliver to the COUNTY and the COUNTY agrees to purchase from the CITY the Transfer Stations, which are legally described in Exhibit "A", and all personal property (including vehicles) associated with the Transfer Stations (the "Personal Property"), as listed in Exhibit "B".
- 2) Purchase Price and Additional Consideration. The Purchase Price for the Transfer Stations and Personal Property is NINE MILLION NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$9,900,000.00). The Purchase Price will be paid to the CITY in accordance with Section 4(C) herein below. As additional consideration, the COUNTY shall deliver to the CITY's Waste To Energy Facility all solid waste received by the Transfer Stations from November 17, 2014 through the term of this Agreement.
- 3) Title. At closing, as defined herein below, the CITY shall convey to the COUNTY fee simple title to the Transfer Stations by a duly executed and acknowledged statutory warranty deed (the "Deed"), subject to matters of record.
- 4) Closing Date. Closing will be held at the Office of the City Attorney on the Closing Date, which shall be November 17, 2014, no later than 3:30 p.m., Pacific Time.
- 5) Closing.
 - a. CITY's Closing Documents.
 - i. The duly executed and acknowledged Deed;
 - ii. A duly executed and acknowledged Real Estate Excise Tax Affidavit;
 - iii. A bill of sale to the Personal Property; and

- iv. Any other documents required by the provisions of this Agreement or required in order to consummate the transactions set forth in this Agreement.
- b. COUNTY's Closing Documents.
 - i. A Deed of Trust to the Transfer Stations, or other similar instrument reasonably satisfactory to the CITY, granting the CITY a security interest in the Transfer Stations until such time as the COUNTY has fully satisfied its obligations to the CITY under this Agreement, including without limitation its obligation to pay the CITY the Purchase Price;
 - ii. A duly executed and acknowledged Real Estate Excise Tax Affidavit; and
 - iii. Any other documents required by the provisions of this Agreement or required in order to consummate the transactions set forth in this Agreement.
- 6) Closing Costs. Taxes and assessments, if any, shall be prorated between the CITY and COUNTY as of the Closing Date. COUNTY shall pay all recording fees, sales and use taxes, to the extent applicable to this transaction, title insurance premiums, and similar closing costs.
- 7) Utilities. All gas, electric, and other utility charges will be prorated as of the Closing Date.
- 8) Representations and Warranties. The COUNTY hereby agrees and acknowledges that, except as expressly provided in this Agreement:
 - a. The CITY has made no warranty or representation, express or implied, with respect to the condition of the Transfer Stations or the suitability of the same for any particular purpose, and neither has the CITY made any representations or warranties whatsoever with regards to any personal property, including without limitation vehicles, to be transferred to the COUNTY pursuant to this Agreement; and
 - b. The COUNTY is taking the Transfer Stations and all associated personal property on an "as-is" basis; and
 - c. The COUNTY will conduct its own investigations and inspections of the Transfer Stations, including without limitation, the physical condition of the Transfer Stations and the Transfer Stations'

compliance with all laws applicable to the Transfer Stations' current or intended use or development; and

- d. The COUNTY is relying solely on such reports and its own investigations as to the Transfer Stations, their condition, and any other characteristics and compliance with laws; and
- e. Except for the express representations and warranties set forth in this Agreement, the COUNTY is taking ownership of the Transfer Stations without reliance upon any statements or representations, express or implied, made by the CITY or any of its representatives, as to the condition or characteristics of the Transfer Stations, their fitness for use for any particular purpose, the Transfer Stations' compliance with any zoning or other rules, regulations, laws or statutes applicable to the Transfer Stations, or the uses permitted on, or the development requirements for, or any other matters relating to the Transfer Stations.
- f. The CITY, to include all its current staff, to the best of its knowledge has not used, generated, manufactured, produced, treated, stored, released, discharged or disposed of any Hazardous Substance on, under, or about the Transfer Stations in violation of any Environmental Law.
- g. As used in the Agreement, the terminology Environmental Law means all federal, state or local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulation human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et. seq., and the Hazardous Substance Account Act. As used in this Agreement the terminology "Hazardous Substance" means any substance or material that is described as a toxic or hazardous substance waste or material or a pollutant or contaminate, or words of similar import, in any of the Environmental Laws, and includes without limitation asbestos, petroleum, (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which

may cause cancer or reproductive toxicity. The provisions of Section No. 8 shall apply to any breach of this warranty.

- h. The CITY shall operate and maintain all structures, equipment and vehicles to be transferred to COUNTY under the terms of this Agreement in good working order, and in strict accordance with the manufacturers' recommendations and maintenance schedules through November 16, 2014. In conjunction with the transfer of the Transfer Stations, the CITY will provide the COUNTY with any and all operational manuals for any equipment therein as well as any warranties applicable to the equipment.

C. **Transfer and Disposal of Solid Waste delivered to the Transfer Stations and Payment of Purchase Price for Transfer Stations:**

- 1) Delivery of Solid Waste to City Waste To Energy Facility. As additional consideration for the CITY's sale and conveyance of the Transfer Stations to the COUNTY, the COUNTY shall deliver to the CITY's Waste To Energy Facility all solid waste received by the Transfer Stations from November 17, 2014 through the term of this Agreement. The COUNTY shall pay the County Disposal Rate as provided for in Section 4(H) of this Agreement.
- 2) Payment of Purchase Price. The COUNTY shall pay the Transfer Stations Purchase Price to the CITY in eighty-four (84) equal monthly installments of ONE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY SEVEN and 14/100 DOLLARS (\$117,857.14), in accordance with Section 4(I) below.
- 3) Early Termination Buy Out: If this Agreement is terminated for any reason prior to November 16, 2021, the COUNTY shall pay the remaining balance of the Purchase Price to the CITY in a lump sum payment. Such payment shall be made by the COUNTY within twelve (12) months of the written notice of Early Termination, unless a different payment deadline is agreed to in writing by both the CITY and COUNTY.

D. **County Flow Control:**

The COUNTY shall maintain, and enforce within its jurisdiction, its Flow Control Ordinance for the duration of this Agreement, so long as the Flow Control Ordinance is legally enforceable. During the term of this Agreement, subject to the exceptions currently in effect contained in its Flow Control Ordinance, the COUNTY designates the Waste To Energy Facility to be the sole final disposal site for solid waste at all times the Facility is in operation. The COUNTY shall not, directly or indirectly, site or permit to be sited any solid waste disposal site other than the Waste To Energy Facility, and shall enforce the Flow Control

Ordinance continuously; provided, however, that this requirement shall not apply to hazardous waste. The designation of the Waste To Energy Facility as the sole final disposal site for solid waste shall be made by the COUNTY concurrently with the effective date of this Agreement, but in no event later than November 17, 2014. This clause shall not apply to any municipality within Spokane County that does not execute an interlocal agreement with the COUNTY to participate in the County Regional Solid Waste System.

E. **Other Jurisdictions Flow Control Requirements:**

The COUNTY will require other jurisdictions within Spokane County participating in the County Regional Solid Waste System to enter into an interlocal agreement with the COUNTY, to uphold the COUNTY's Flow Control Ordinance, and to deliver solid waste from their jurisdictions to the Waste To Energy Facility, or to a County owned Transfer Station.

F. **County Flow Commitment to the Waste To Energy Facility:**

The COUNTY agrees to deliver to the Waste To Energy Facility all of the solid waste delivered to the Transfer Stations during the term of this Agreement.

G. **Municipal Flow Control Interference:**

Both the CITY and the COUNTY recognize flow control to the Transfer Stations and to the City Waste To Energy Facility provides consistency to the CITY and the COUNTY and should not be intentionally disrupted by either the CITY or the COUNTY.

The CITY and the COUNTY agree not to intentionally interfere with the other's attempt to meet all solid waste flow control requirements established within this Agreement. Specifically, neither party will intentionally interfere with Interlocal Agreements executed with other jurisdictions both within Spokane County and outside Spokane County during the term of this Agreement. The CITY and the COUNTY further agree to continue to cause the solid waste delivered to the Transfer Stations and to the Waste To Energy Facility respectively by the PARTIES to remain at historical volumes to the extent practicable through the term of this Agreement.

H. **County Disposal Rate:**

For the period from November 17, 2014 through December 31, 2015, the COUNTY will pay to the CITY Fifty Four and 12/100 Dollars (\$54.12) per ton for each ton of solid waste delivered from the Transfer Stations to the Waste To Energy Facility by the COUNTY.

On January 1st of each year following 2015, the CITY will adjust the County Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, All Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just-completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	COUNTY DISPOSAL RATE
Base Yr.N	125		\$54.12
N+1	128.844	1.030752	\$55.78
N+2	133.315	1.034710	\$57.72
N+3*	132.474	No change	\$57.72
N+4**	133	No change	\$57.72
N+5	137.748	1.033252	\$59.64
N+6	140.054	1.016741	\$60.64
* No change-Index decreased			
** No charge-Index did not exceed highest previous Index			

The CITY will be responsible for all of the costs associated with disposal of the Solid Waste once delivered to the Waste To Energy Facility, including but not limited to incineration, ash disposal, by-pass of unburned material, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the Waste To Energy Facility.

I. Billing:

The CITY shall bill the COUNTY monthly on or before the 20th of the month for the previous month. However, the first monthly bill shall be prepared in January 2015 for the period November 17, 2014 through December 31, 2014.

The monthly bill shall consist of two components.

The first component shall be determined by multiplying the Solid Waste tonnage delivered by the COUNTY from the Transfer Stations to the Waste To Energy Facility by the County Disposal rate.

The second component shall be the monthly installment for the purchase of the Transfer Stations (\$117,857.14), subject to the terms provided in Section No. 4(C).

The CITY shall be responsible for weighing Solid Waste as it enters the Waste To Energy Facility.

The COUNTY shall advise the CITY in writing within ten (10) business days of invoice receipt if it has any questions, needs further information, or disputes the bill. The COUNTY will reimburse the CITY for the monthly billing within sixty (60) calendar days of invoice receipt for all portions of the bill which are not disputed. Any dispute between the PARTIES as to any billing shall be resolved pursuant to the Dispute Resolution Section. If a billing not subject to dispute is outstanding for more than three (3) months, it shall, at the sole discretion of the CITY, accrue interest at the current local government investment pool rate until paid.

J. **Utility Taxes:**

In the event either the CITY or the COUNTY imposes any additional new utility tax, after the effective date of this Agreement, on the revenues generated from Solid Waste delivered to either the Transfer Stations or the Waste To Energy Facility the PARTIES agree to share such utility tax revenues which are generated from the increase in the Gate Fee, based on the proportion of Solid Waste received from the other party's jurisdiction. For the purpose of this provision, the CITY's jurisdiction shall mean the CITY's Solid Waste Service Areas and the COUNTY's jurisdiction shall mean unincorporated Spokane County and all incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System.

K. **Ancillary Services:**

The CITY shall be responsible for providing to its citizens and businesses within its jurisdictional boundaries only - the following ancillary services:

- 1) Programs to educate and promote the concepts of waste reduction and recycling; pursuant to RCW 70.95.090 (7) (b) (iv); and
 - a. City of Spokane Litter Control Program; and
 - b. Moderate-risk waste management pursuant to chapter 70.105 RCW.

The COUNTY shall be responsible to comply with all requirements for providing citizens and businesses outside the City of Spokane's boundaries who are part of the County Regional Solid Waste System the above referenced ancillary services.

L. **Service to Non-CITY Spokane County Solid Waste System Customers At The CITY's Waste To Energy Facility:**

The CITY will allow non-city customers from jurisdictions participating in the County Regional Solid Waste System who self-haul and commercial haulers who collect solid waste from customers within jurisdictions participating in the County Regional Solid Waste System to dispose of household hazardous waste, recyclables, solid waste, yard debris, and other waste products to the Waste To Energy Facility for the duration of this Agreement. The non-city public access will be during the same hours that the Facility is open to city residents, provided that the Facility shall be open to the public a minimum of eight (8) hours per day on Saturday and Sunday and a minimum of forty (40) hours per week.

The gate fee for the non-city customers from within Spokane County participating in the County Regional Solid Waste System who self-haul shall be the same rate as for city residents who self-haul to the Waste To Energy Facility.

M. **Non-processible Waste:**

The CITY shall be responsible for identifying and disposing of any non-processible waste delivered to the Waste To Energy Facility.

N. **Early Termination:**

This Agreement shall be in effect for seven (7) years. After two (2) years, the COUNTY shall have the option to provide to the CITY twelve (12) months prior written notice ("Early Termination") of its intent to terminate this Agreement. Should the COUNTY exercise this Early Termination option, it will be effective no earlier than the end of three (3) years (November 16, 2017), or any other later time prior to the seven (7) year term of this Agreement. The COUNTY will then pay to the CITY a lump sum representing the remaining unpaid amount of the purchase price of the Transfer Stations owed to the CITY.

Said amount shall be paid within twelve (12) months of written notice of Early Termination, or at such time(s) as the PARTIES may mutually agree in writing. Upon payment of purchase price of the Transfer Station by the COUNTY, the CITY shall execute and file a Full Reconveyance of the Deed of Trust addressed in Section No. 4B(5)(b)(i).

Upon Early Termination, the COUNTY shall have no further obligation to deliver any Solid Waste received at the Transfer Stations to the Waste To Energy Facility for final disposal pursuant to this Agreement.

O. **Collaborative Efforts:**

The CITY and COUNTY intend to collaboratively work together during the term of this Agreement as follows:

- 1) Continue to investigate existing and/or emerging alternative disposal technologies and options, including but not limited to: long haul landfill disposal, plasma gasification, refuse derived fuel, etc.
- 2) Continue to investigate opportunities to increase rail capacity in the region, in an effort to promote and accommodate increased economic development, including the possibility of future long haul disposal by rail.
- 3) To Develop a mutually acceptable approach for the long-term use of the CITY's Waste To Energy Facility site as the COUNTY's West Plains regional transfer station beyond the term of this Agreement to avoid an unnecessary duplication of public facilities on the West Plains for the transfer of Solid Waste.
- 4) The COUNTY plans to further investigate the cost-effectiveness of various long-term alternatives for Solid Waste disposal during the term of this Agreement through the issuance of Requests for Proposals. The CITY agrees that options presented for response within the Requests for Proposals may include the CITY's Solid Waste volume for the CITY's consideration, but such inclusion shall not obligate the CITY in any way.

Any costs incurred in the issuance of Request for Proposals or any investigations associated with this subsection shall be the sole responsibility of the COUNTY.

P. **Gate Fees:**

For the purpose of transparency to the citizens of Spokane County, it is the intent of the CITY and the COUNTY to charge similar gate fees at the Transfer Stations and the Waste To Energy Facility throughout the term of this Agreement; however, both PARTIES understand that this subsection is not binding on either Party. The PARTIES shall give each other at least sixty (60) calendar days advance written notice in the event either determines to charge a gate fee which is not similar to the gate fee of the other party.

SECTION NO. 5: AUDIT / RECORDS

The COUNTY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The COUNTY shall provide access to authorized CITY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this

provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized COUNTY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 6: NOTICES

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

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With Copy to: City Attorney
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260-0100

With Copy to: Spokane County Utilities Director
1026 W. Broadway Avenue
Public Works Bldg.
Spokane, Washington 99260-0430

SECTION NO. 7: 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 prior written approval of the other Party which shall not be unreasonably withheld.

SECTION NO. 8: LIABILITY

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

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

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

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

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

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

SECTION NO. 9: INSURANCE

During the term of the Agreement, the COUNTY and CITY shall each maintain in force at its own expense, the following insurance coverage or self-insurance:

- 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 or Stop Gap Insurance in the amount of \$5,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY'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 \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for 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 thirty (30) days written notice from a Party or its insurer(s) to the other Party. Verification of insurance shall be provided upon request.

SECTION NO. 10: ANTI-KICKBACK

No officer or employee of either Party, 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.

SECTION NO. 11: VENUE STIPULATION

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

SECTION NO. 12: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 13: 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.

SECTION NO. 14: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to binding arbitration. Such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

SECTION NO. 15: 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 all 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 with the same formalities as this Agreement 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.

SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES

A. **Purpose:**

See Section No. 1 above.

B. **Duration:**

See Section No. 3 above.

C. **Organization of Separate Entity and Its Powers:**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. **Responsibilities of the Parties:**

See provisions above.

E. **Agreement to be Filed:**

The CITY shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

F. **Financing:**

Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **Termination:**

This Agreement can be terminated early in accordance with Section 4 (M).

H. **Property Upon Termination:**

Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

AL FRENCH , Chair

Daniela Erickson
Clerk of the Board

TODD MIELKE, Vice-Chair

SHELLY O'QUINN, Commissioner

APPROVED AS TO FORM:

Deputy Civil Prosecuting Attorney

DATED: _____

CITY OF SPOKANE

By: _____
Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A

Legal Description of Transfer Stations

Colbert Legal Description

Recorded on Vol 1218 Page 288

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section 3, Township 27 North, Range 43 East, W.M., Spokane County, Washington, lying Easterly of SR-2; EXCEPT the North 20', AND ALSO EXCEPT the East 60 feet;

TOGETHER WITH an easement for ingress and egress and utilities over, under and across the East 60 feet of said Southwest Quarter (SW ¼); thence continuing as an access easement over and across the East 60 feet of Parcel "A" to Elk Chattaroy Road:

PARCEL "A" comprises that portion of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 10, Township 27 North, Range 43 East, W.M., lying East of SR-2 and Northerly of Elk Chattaroy Road.

Said easement over Parcel "A", to be mutually exclusive to the County, the Purchaser and the abutting property owners to the North of said Southeast Quarter;

Subject to those exceptions and reservations reserved to the Glacier Park Company, stated in that Quit Claim Deed to Spokane County recorded under Auditor's File Number 9011280263 in Volume 1156, Page 1759, official records of Spokane County; and

Spokane County reserves the right to access and operate those three (3) existing monitor wells identified as CD-46, CD-47 and CS-12 on site, which will be used by the County as long as needed in the Colbert Groundwater Treatment Program (see map). In addition, the County with the approval of the City, may locate and access additional monitor and/or extraction wells and associated utilities on the Premises. The exact location(s) of said possible future wells and associated utilities to be by mutual agreement of the parties hereto. Access to all wells on the premises for the purposes of sampling and maintenance shall require prior notification and approval by the City. Such approval shall not be unreasonably withheld.

Located in the Southeast Quarter (SE ¼) of Sections 3 and 10, Township 27 North, Range 43 East, W.M., Spokane County, Washington.

Recorded on Vol. 1368 Page 261.

That portion of the Northwest Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East Willamette Meridian, Spokane County, Washington described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; Thence South 89° 03' 53" West along the North line of said Northwest Quarter 60.00 feet; Thence South 1° 07' 28" East parallel with the East line of said Northwest Quarter 225.87 feet; Thence South 19° 07' 12" West 142 feet, more or less, to the North line of Elk-Chattaroy Road; Thence North 65° 56' 51" East along the said North line of Elk-Chattaroy Road 119 feet, more or less, to the East line of said Northwest Quarter; Thence North 1° 07' 28" West along the said East line of said Northwest Quarter 313 feet, more or less, to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10 and the Point of Beginning.

Containing 22,320.60 square feet, more or less.

Recorded on Vol. 1368 Page 262

That portion of the Northwest Quarter of the Northeast Quarter of Section 10. Township 27 North, Range 43 East W.M., Spokane County, Washington described as follows:

Beginning at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; thence South 89 deg 03 min 53 sec West along the north line of said Northwest Quarter 60.00 feet; thence South 1 deg 07 min 28 sec East parallel with the east line of said Northwest Quarter 225.87 feet to the True Point of Beginning of this description; thence continuing South 1 deg 07 min 28 sec East 112.69 feet to the north line of Elk-Chattaroy Road; thence South 65 deg 56 min 51 sec West along the said north line 53.46 feet; thence North 19 deg 07 min 12 sec East 142.31 feet to the True Point of Beginning of this description.

Containing 2774.4 square feet more or less.

Valley Transfer Station Legal Description

Recorded on Vol. 1173 Page 186

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 2, Township 25 North, Range 44 E.W.M., Spokane County, Spokane Washington, described as follows:

Beginning at the East Quarter corner of said Section 2; thence along the North line of said Southeast Quarter N 89°47'53" W 80.01 feet to the West right of way line of Sullivan road; thence continuing along said West right of way line S 00°36'39" E 1.13 feet; thence S 00°35'56" E 49.12 feet to a point on said West right of way line and the South right of way line to the Inland Empire Paper Company Canal as recorded in Survey Book 19, page 35, at Spokane County Court House and the True Point of Beginning; thence continuing along said West right of way line the following three (3) courses (1) S 00°35'56" E 515.99 feet, (2) N 89°24'04"E 30.00 feet, (3) S 00°35'56" E 84.04 feet to a point in the North right of way line of Kiernan Ave. as recorded at Spokane County Court House in Book of Deeds, Vol. 558, page 1959. Thence along said North right of way line the following four (4) courses (1) N 89°50'00" W 1162.16 feet to the beginning of a curve concaved to the Northeast having a radius of 15.00 feet and a central angle of 67°31'08" (2) thence Northwesterly through said curve 17.68 feet, to the point of a reverse curve concaved to the South having a radius 50.00 feet and a central angle of 146°09'07" (3) thence West through said curve 127.54 feet (4) thence N 89°50'00" W 1.30 feet to a point on said North right of way line and the West line of said Northeast Quarter of said Southeast Quarter. Thence along said West line N 00°32'45" W 532.02 feet to the South right of way line of said Inland Empire Paper Company Canal. Thence along said South right of way line the following three (3) courses (1) N 78°52'51" E 69.28 feet to the beginning of a curve concaved to the South having a radius of 2715.47 feet and a central angle of 11°09,' (2) thence Easterly through said curve 528.44 feet, (3) thence S 89°58'09" E 648.21 feet to the True Point of Beginning containing 16.75 acres.

EXHIBIT B - Asset List

In addition to the asset list below, the CITY agrees to transfer to the COUNTY all existing office furniture, lockers, conference tables and chairs, etc. as part of this Agreement.

No.	Fleet	Yr.	Make/Model	Type	Lic./Reg. No/ VIN#	Site
6872	426872	07	Volvo L110E	Wheel Loader 4 yd. Bucket	L110EV61283	CTS
6873	426873	07	Volvo L110E	Wheel Loader 4 yd. Bucket	L110EV61286	VTs
7802	428018	12	FORD F250	F250SCAB4X4	32011D	CTS
7818	428017	12	FORD F250	F250SCAB4X4	54611D	VTs
7827	407827		Master	Space Heater, kerosene		CTS
7828	407828		Master	Space Heater, propane		VTs
7830	426529	07	Capacity-TJ7000	Yard Tractor/Mule	4LMCF21177LO17920	CTS
7831	426530	07	Capacity-TJ7000	Yard Tractor/Mule	4LMCF21197LO17921	VTs
7832	426534	06	American-Lincoln	MPV-60 Sweeper	1937999	VTs
7833	424566	03	Manac 36348020	Transfer Trailer walking floor	2M533146536090054	ALL
7834	67	03	Manac 36348020	Transfer Trailer walking floor	55	ALL
7835	68	03	Manac 36348020	Transfer Trailer walking floor	56	ALL
7836	69	03	Manac 36348020	Transfer Trailer walking floor	57	ALL
7837	70	03	Manac 36348020	Transfer Trailer walking floor	2M533146536090058	ALL
7850		92	Robinair	Freon Recovery	01841 0292	VTs
7851		92	Robinair	Freon Recovery	00723 0990	CTS
7856	424326	02	Bobcat-Melrose A300	Utility Tractor	5211-11248	CTS
7878	407878	94	Eagle	Utility Trailer, Van Box	17329D	VTs
7886	426197	05	North Shore 2100 SE	Stationary Topload Tamper	SN: NS2894	VTs
7887	425403	04	North Shore Builtrite	Stationary Topload Tamper	SN:NS2766	CTS
7888	425578	03	SSI 4500 Pre-load	Compactor, Stationary	SN 91458-4500	VTs
7890	407890	99	Cat 436C /Bucket	4x4 Tractor/Backhoe (85HP)	2AR01644	CTS
7891	407891	99	Dayton	Standby Generator	3142438	CTS
7896	407896	92	Landa Northstar	Pres.Washer PGNW4-25221	PO492-2561	CTS

7897	407897	92	Landa Northstar	Pres.Washer PGNW4-25221	PO492-2562	VTs
7899			Echo SRM260S	Line Trimmer	301	VTs
7900		07	Echo HC 150	Hedge Trimmer	SN# 09096360	CTS
7908		91		Fire Sup. Air Compressor		VTs
7909			Speedaire32425G1	Fire Sup. Air Compressor	SN#051293L	CTS
7912			Master	Heater 50k BTU, kerosene	SN 1569438	CTS
7913		04	Speedaire3JR77A	Air Compressor	SN#L6/28/0400021	CTS
7914			Speedaire	Air Compressor, SSI		VTs
7915		02	Hustler Super Z 60"	Riding Lawn Mower, zero turn	S# 01082073	VTs
7919		02	Hustler Super Z 60"	Riding Lawn Mower, zero turn	S# 02022100	CTS
7920	407920	07	Echo -SRM261T	Line Trimmer	S#06064653	CTS
7921	407921	99	DESA 155-AT	Propane Heater	S#5823115	CTS
7922		05	RN Model#H624	Battery Charger	S#HC1190	VTs
7923	407923	97	Ariens-924082	ST824 Sno Thro	SN-052867	VTs
7924	407924	97	Ariens-924082	ST824 Sno Thro	SN-052245	CTS
7931		07	Honda 5.5hp 21"	Walk Behind Mower	SN:121806M-000314	VTs
7932		98	Stihl BG-75	Leaf Blower	SN-238584292	
7940	407940	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27608D	ALL
7941	407941	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27609D	ALL
7948	407948	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27616D	ALL
7951	427307	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48458D	ALL
7952	427308	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48459D	ALL
7953	427309	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48460D	ALL
7955	11	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48462D	ALL
7956	12	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48463D	ALL
7957	13	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48464D	ALL
7958	14	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48475D	ALL
7962		12	SALTD OG (on 428017)	Sand Spreader P/U mount		VTs
7963		12	SALTD OG (on 428018)	Sand Spreader P/U mount		CTS
7968	428086	13	Freightliner	Transfer Truck	54646D	CTS

7969	428087	13	Freightliner	Transfer Truck	54647D	VTs
7972	6	OO	Freightliner	Transfer Truck	28666D	REF
7973	7	OO	Freightliner	Transfer Truck	35590D	REF
7974	8	OO	Freightliner	Transfer Truck	28657D	REF
7975	9	OO	Freightliner	Transfer Truck	28670D	REF
7976	10	OO	Freightliner	Transfer Truck	28658D	REF
7977	11	OO	Freightliner	Transfer Truck	28664D	REF
7978	12	OO	Freightliner	Transfer Truck	32001D	REF
7979	423013	OO	Freightliner	Transfer Truck	28659D	REF

BRIEFING PAPER
Public Works Committee
Wastewater Management
January 13, 2014

Subject

Interlocal Agreement between the City of Spokane and Spokane County for solid waste transfer and disposal post November 16, 2014.

Background

In 1988 an Interlocal Agreement between the City of Spokane and Spokane County was executed to form the Spokane Regional Solid Waste System (SRSWS), which is a department of the City of Spokane.

The SRSWS was responsible for developing a regional solid waste management system including the financing and construction of the Waste to Energy Plant (WTE) and the Valley and North County transfer stations. In addition to operating the three facilities, the SRSWS is responsible for all statutory requirements under RCW 70.95 and RCW 70.105, which consist of providing regional planning, disposal services, recycling, moderate risk waste management and waste reduction and recycling education and outreach.

On November 16, 2014, the 1988 Interlocal Agreement that formed the SRSWS terminates. On November 17, 2014, Spokane County becomes responsible for all the statutory requirements listed above. In addition, the current SRSWS will no longer exist.

City and County staff have been working diligently to develop the structure of the next generation of regional solid waste management for all of Spokane County. The Interlocal Agreement before you is the culmination of that work and formalizes what the City and County have agreed to.

Following is a summarized list of issues the Interlocal Agreement memorializes;

- The City is selling the Valley and North County transfer station and all associated rolling stock and equipment for \$9,900,000.
- The term of the Agreement is for seven years with five 1-year extension options thereafter.
- The County will deliver all waste received at the two transfer stations to the WTE Plant for disposal.
- The County will pay the City \$117,857.14 per month for 84 months for the purchase of the two transfer stations.
- The County will pay the City \$54.12 per ton (adjusted annually by CPI) for each ton of solid waste delivered from the two transfer stations to the WTE Plant for disposal.
- The Agreement contains a buyout clause any time after three full years whereby the County must provide the City twelve months notice and would pay the City the remaining balance of the \$9,900,000 value of the two transfer stations.

Impact

The City retains operation of the WTE Plant, receives \$9,900,000 for the Valley and North County transfer stations and secures a seven year disposal commitment from the County.

Action

BRIEFING PAPER
Public Works Committee
Wastewater Management
January 13, 2014

Recommend approval.

Funding

\$9,900,000 revenue from County for sale of transfer stations.

\$7,035,600 annual disposal revenue from County.

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

02/03/2014

Date Rec'd

1/22/2014

Clerk's File #

OPR 2014-0060

Renews #**Submitting Dept**

SPOKANE REGIONAL SOLID WASTE

Contact Name/Phone

KEN GIMPEL 625-6532

Contact E-Mail

KGIMPEL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490 INTERLOCAL AGREEMENT WITH SPOKANE COUNTY

Agenda Wording

Interlocal Agreement between the City of Spokane and Spokane County for solid waste transfer and disposal post November 16, 2014.

Summary (Background)

On November 16, 2014, the 1988 Interlocal Agreement that formed the Spokane Regional Solid Waste System (SRSWS) terminates. On November 17, 2014, Spokane County becomes responsible for all the statutory requirements for solid waste under RCW 70.95 and RCW 70.105. Following is a summarized list of issues the Interlocal Agreement memorializes.

Fiscal Impact

Revenue \$ 7,035,600.00

Revenue \$ 9,900,000.00

Select \$

Select \$

Budget Account

4490-44110-37052-34379

4490-30210-37078-39510

#

#

Approvals**Dept Head**

GIMPEL, KEN

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session**

Public Wks Comte

Other**Distribution List**

ttauscher@spokanecity.org

cmarchand@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

• The City is selling the Valley and North County transfer stations and all associated rolling stock and equipment for \$9,900,000. • The term of the Agreement is seven years with five 1-year extension options thereafter. • The County will deliver all waste received at the transfer stations to the WTE Plant. • The County will pay the City \$117,857.14 per month for 84 months for the purchase of the two transfer stations. • The County will pay the City \$54.12 per ton of waste delivered to the WTE (adjusted annually by CPI) • The Agreement contains a buyout clause any time after 3 full years whereby the County must provide the City 12 months' notice and pay the City the remaining balance of the \$9,900,000 value of the transfer stations. The City retains ownership and operation of the waste to energy plant.

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE**

THIS AGREEMENT is entered into between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "PARTIES."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, chapter 39.33 RCW authorizes the intergovernmental transfer of any property, real or personal, or property rights, including but not limited to the title to real property, subject to certain notice and hearing requirements; and

WHEREAS, the CITY and the COUNTY formed the Spokane Regional Solid Waste Management System ("System") in 1989 through an Amended and Restated Interlocal Agreement ("1989 Agreement"); and

WHEREAS, Section 5.2 (b) of the 1989 Agreement provides for a term of twenty five (25) years, or such longer term as the Series 1988 Bonds, or any Additional Bonds remain outstanding; and

WHEREAS, Section 5.2 (d) of the 1989 Agreement provides that it shall be renewed automatically for successive twenty (20)-year terms unless the CITY and COUNTY agree not to renew it; and

WHEREAS, all bonds issued for the Spokane Regional Solid Waste Management System have been retired; and

WHEREAS, the 1989 Agreement has been amended by the PARTIES to extend the initial term of agreement until November 16, 2014, at which time it will expire; and

WHEREAS, Section 5.2 (e) of the 1989 Agreement provides that “(f)ollowing termination of this Agreement, the City shall own the System and all of its assets..”; and

WHEREAS, Section 1.1 (qq) of the 1989 Agreement defines the terminology “System” to include two (2) transfer stations commonly referred to as the North County Transfer Station and the Valley Transfer Station (“Transfer Stations”); and

WHEREAS, the PARTIES have been discussing long term planning associated with solid waste disposal; and

WHEREAS, the PARTIES agree to not renew the 1989 Agreement and that this Agreement shall replace the 1989 Agreement, effective November 17, 2014; and

WHEREAS, the COUNTY agrees to pay Nine Million Nine Hundred Thousand and 00/100 Dollars (\$9,900,000.00) to the CITY for the purchase of the Transfer Stations, including equipment listed in Exhibit “B”. Of the total, \$2,700,000.00 represents the value of the North County Transfer Station, and \$7,200,000.00 represents the value of the Valley Transfer Station; and

WHEREAS, the COUNTY agrees to deliver all solid waste received at the Transfer Stations to the Waste To Energy Facility for final disposal during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and the recitals referenced above, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purposes of this Agreement are to:

- A. Formally terminate the 1989 Agreement as of November 16, 2014. Effective November 17, 2014, this Agreement will replace all terms and conditions contained in the 1989 Agreement; and
- B. Provide that the CITY will continue to operate the System in accordance with the terms and conditions of the 1989 Agreement including subsequent amendments as mutually agreed to by the PARTIES, through November 16, 2014; and

- C. Provide that ownership of the Transfer Stations will transfer from the CITY to the COUNTY on November 17, 2014, including associated equipment and vehicles as agreed to in Exhibit "B"; and
- D. Establish the terms and conditions between the CITY and the COUNTY for the transfer and disposal of all solid waste collected through the Transfer Stations, which is to be delivered to the CITY's Waste To Energy Facility; and
- E. Establish flow control requirements to be maintained by the COUNTY to ensure the proper disposal of solid waste; and
- F. Establish the terms and conditions for continued service to non-City of Spokane customers who are part of the County's Regional Solid Waste System and deliver solid waste and yard waste to the CITY's Waste To Energy Facility.

SECTION NO. 2: DEFINITIONS

As used in this Agreement, the following words, unless the context otherwise dictates, shall have the following meanings:

- A. **CITY** - means the City of Spokane, or any vendor contracted with by the CITY for services related to the management of solid waste.
- B. **COUNTY** - means Spokane County, or any vendor contracted with by the COUNTY for services related to the management of solid waste.
- C. **County Disposal Rate** - means the rate charged to the COUNTY pursuant to this Agreement for solid waste delivered by the COUNTY to the CITY Waste To Energy Facility from the Transfer Stations. The rate shall be inclusive of all costs, including applicable taxes. The CITY agrees not to exceed authority granted under state or local law, including taxing authority.
- D. **County Regional Solid Waste System** - includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapters 70.95 and 70.105 RCW as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.
- E. **Dangerous Wastes** - means any discarded, useless, unwanted, or abandoned substances, including but not limited to certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human

health, wildlife, or the environment because such wastes or constituents or combinations of such wastes:

- 1) Have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or
- 2) Are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.

F. **Extremely Hazardous Waste** —means any dangerous waste which:

- 1) Will persist in a hazardous form for several years or more at a disposal site and which in its persistent form:
 - a. Presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic make-up of human beings or wildlife, and
 - b. Is highly toxic to human beings or wildlife.
- 2) If disposed of at a disposal site in such quantities as would present an extreme hazard to human beings or the environment.

G. **Flow Control Ordinance** - means Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the COUNTY adopted on December 20, 1988 and Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and as may be further amended from time to time.

H. **Gate Fee** - means the amounts charged per ton of Solid Waste by the CITY or the COUNTY for the disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. Provided, however, the gate fee charged by either the CITY or the COUNTY shall be inclusive of all costs, including applicable taxes.

I. **Hazardous Waste** - means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components.

J. **Moderate-Risk Waste** – means

- 1) any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under chapter 70.105 RCW solely because the waste is generated in quantities below the threshold for regulation; and

- 2) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances.
- K. **Nonprocessable Waste** - means any solid waste that the CITY deems to be unacceptable at the Waste To Energy Facility.
- L. **Solid Waste or Wastes** - means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.
- M. **Transfer Stations** –means the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan Road, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.
- N. **Waste To Energy Facility or Facility** - means that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

SECTION NO. 3: DURATION

This Agreement shall be effective at 12:00 A.M. on November 17, 2014 (“Commencement Date”) and run through 11:59 P.M. on November 16, 2021, unless the COUNTY provides written notice of termination as provided for in Section No. 4(M) of this Agreement. Under no circumstances shall this Agreement be terminated prior to the end of three (3) years or before November 16, 2017.

Any notice of termination shall be provided in writing and not later than twelve (12) months prior to the effective date.

Notwithstanding the above provisions, this Agreement may be extended in one (1) year increments for a period of five (5) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES.

SECTION NO. 4: TERMS

- A. **Termination of the Spokane Regional Solid Waste Management System:**

The 1989 Agreement shall be mutually terminated by the CITY and COUNTY at 11:59 P.M. on November 16, 2014. On the Commencement Date of this Agreement, the Spokane Regional Solid Waste Management System as defined in the 1989 Agreement will be terminated and cease to exist.

B. Transfer of Ownership of the Transfer Stations, Associated Equipment, and Vehicles:

- 1) Transfer of Property. Subject to the provisions of this Agreement, the CITY agrees to sell, transfer, and deliver to the COUNTY and the COUNTY agrees to purchase from the CITY the Transfer Stations, which are legally described in Exhibit "A", and all personal property (including vehicles) associated with the Transfer Stations (the "Personal Property"), as listed in Exhibit "B".
- 2) Purchase Price and Additional Consideration. The Purchase Price for the Transfer Stations and Personal Property is NINE MILLION NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$9,900,000.00). The Purchase Price will be paid to the CITY in accordance with Section 4(C) herein below. As additional consideration, the COUNTY shall deliver to the CITY's Waste To Energy Facility all solid waste received by the Transfer Stations from November 17, 2014 through the term of this Agreement.
- 3) Title. At closing, as defined herein below, the CITY shall convey to the COUNTY fee simple title to the Transfer Stations by a duly executed and acknowledged statutory warranty deed (the "Deed"), subject to matters of record.
- 4) Closing Date. Closing will be held at the Office of the City Attorney on the Closing Date, which shall be November 17, 2014, no later than 3:30 p.m., Pacific Time.
- 5) Closing.
 - a. CITY's Closing Documents.
 - i. The duly executed and acknowledged Deed;
 - ii. A duly executed and acknowledged Real Estate Excise Tax Affidavit;
 - iii. A bill of sale to the Personal Property; and

- iv. Any other documents required by the provisions of this Agreement or required in order to consummate the transactions set forth in this Agreement.
 - b. COUNTY's Closing Documents.
 - i. A Deed of Trust to the Transfer Stations, or other similar instrument reasonably satisfactory to the CITY, granting the CITY a security interest in the Transfer Stations until such time as the COUNTY has fully satisfied its obligations to the CITY under this Agreement, including without limitation its obligation to pay the CITY the Purchase Price;
 - ii. A duly executed and acknowledged Real Estate Excise Tax Affidavit; and
 - iii. Any other documents required by the provisions of this Agreement or required in order to consummate the transactions set forth in this Agreement.
- 6) Closing Costs. Taxes and assessments, if any, shall be prorated between the CITY and COUNTY as of the Closing Date. COUNTY shall pay all recording fees, sales and use taxes, to the extent applicable to this transaction, title insurance premiums, and similar closing costs.
- 7) Utilities. All gas, electric, and other utility charges will be prorated as of the Closing Date.
- 8) Representations and Warranties. The COUNTY hereby agrees and acknowledges that, except as expressly provided in this Agreement:
- a. The CITY has made no warranty or representation, express or implied, with respect to the condition of the Transfer Stations or the suitability of the same for any particular purpose, and neither has the CITY made any representations or warranties whatsoever with regards to any personal property, including without limitation vehicles, to be transferred to the COUNTY pursuant to this Agreement; and
 - b. The COUNTY is taking the Transfer Stations and all associated personal property on an "as-is" basis; and
 - c. The COUNTY will conduct its own investigations and inspections of the Transfer Stations, including without limitation, the physical condition of the Transfer Stations and the Transfer Stations'

compliance with all laws applicable to the Transfer Stations' current or intended use or development; and

- d. The COUNTY is relying solely on such reports and its own investigations as to the Transfer Stations, their condition, and any other characteristics and compliance with laws; and
- e. Except for the express representations and warranties set forth in this Agreement, the COUNTY is taking ownership of the Transfer Stations without reliance upon any statements or representations, express or implied, made by the CITY or any of its representatives, as to the condition or characteristics of the Transfer Stations, their fitness for use for any particular purpose, the Transfer Stations' compliance with any zoning or other rules, regulations, laws or statutes applicable to the Transfer Stations, or the uses permitted on, or the development requirements for, or any other matters relating to the Transfer Stations.
- f. The CITY, to include all its current staff, to the best of its knowledge has not used, generated, manufactured, produced, treated, stored, released, discharged or disposed of any Hazardous Substance on, under, or about the Transfer Stations in violation of any Environmental Law.
- g. As used in the Agreement, the terminology Environmental Law means all federal, state or local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulation human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et. seq., and the Hazardous Substance Account Act. As used in this Agreement the terminology "Hazardous Substance" means any substance or material that is described as a toxic or hazardous substance waste or material or a pollutant or contaminate, or words of similar import, in any of the Environmental Laws, and includes without limitation asbestos, petroleum, (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which

may cause cancer or reproductive toxicity. The provisions of Section No. 8 shall apply to any breach of this warranty.

- h. The CITY shall operate and maintain all structures, equipment and vehicles to be transferred to COUNTY under the terms of this Agreement in good working order, and in strict accordance with the manufacturers' recommendations and maintenance schedules through November 16, 2014. In conjunction with the transfer of the Transfer Stations, the CITY will provide the COUNTY with any and all operational manuals for any equipment therein as well as any warranties applicable to the equipment.

C. **Transfer and Disposal of Solid Waste delivered to the Transfer Stations and Payment of Purchase Price for Transfer Stations:**

- 1) Delivery of Solid Waste to City Waste To Energy Facility. As additional consideration for the CITY's sale and conveyance of the Transfer Stations to the COUNTY, the COUNTY shall deliver to the CITY's Waste To Energy Facility all solid waste received by the Transfer Stations from November 17, 2014 through the term of this Agreement. The COUNTY shall pay the County Disposal Rate as provided for in Section 4(H) of this Agreement.
- 2) Payment of Purchase Price. The COUNTY shall pay the Transfer Stations Purchase Price to the CITY in eighty-four (84) equal monthly installments of ONE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY SEVEN and 14/100 DOLLARS (\$117,857.14), in accordance with Section 4(I) below.
- 3) Early Termination Buy Out: If this Agreement is terminated for any reason prior to November 16, 2021, the COUNTY shall pay the remaining balance of the Purchase Price to the CITY in a lump sum payment. Such payment shall be made by the COUNTY within twelve (12) months of the written notice of Early Termination, unless a different payment deadline is agreed to in writing by both the CITY and COUNTY.

D. **County Flow Control:**

The COUNTY shall maintain, and enforce within its jurisdiction, its Flow Control Ordinance for the duration of this Agreement, so long as the Flow Control Ordinance is legally enforceable. During the term of this Agreement, subject to the exceptions currently in effect contained in its Flow Control Ordinance, the COUNTY designates the Waste To Energy Facility to be the sole final disposal site for solid waste at all times the Facility is in operation. The COUNTY shall not, directly or indirectly, site or permit to be sited any solid waste disposal site other than the Waste To Energy Facility, and shall enforce the Flow Control

Ordinance continuously; provided, however, that this requirement shall not apply to hazardous waste. The designation of the Waste To Energy Facility as the sole final disposal site for solid waste shall be made by the COUNTY concurrently with the effective date of this Agreement, but in no event later than November 17, 2014. This clause shall not apply to any municipality within Spokane County that does not execute an interlocal agreement with the COUNTY to participate in the County Regional Solid Waste System.

E. **Other Jurisdictions Flow Control Requirements:**

The COUNTY will require other jurisdictions within Spokane County participating in the County Regional Solid Waste System to enter into an interlocal agreement with the COUNTY, to uphold the COUNTY's Flow Control Ordinance, and to deliver solid waste from their jurisdictions to the Waste To Energy Facility, or to a County owned Transfer Station.

F. **County Flow Commitment to the Waste To Energy Facility:**

The COUNTY agrees to deliver to the Waste To Energy Facility all of the solid waste delivered to the Transfer Stations during the term of this Agreement.

G. **Municipal Flow Control Interference:**

Both the CITY and the COUNTY recognize flow control to the Transfer Stations and to the City Waste To Energy Facility provides consistency to the CITY and the COUNTY and should not be intentionally disrupted by either the CITY or the COUNTY.

The CITY and the COUNTY agree not to intentionally interfere with the other's attempt to meet all solid waste flow control requirements established within this Agreement. Specifically, neither party will intentionally interfere with Interlocal Agreements executed with other jurisdictions both within Spokane County and outside Spokane County during the term of this Agreement. The CITY and the COUNTY further agree to continue to cause the solid waste delivered to the Transfer Stations and to the Waste To Energy Facility respectively by the PARTIES to remain at historical volumes to the extent practicable through the term of this Agreement.

H. **County Disposal Rate:**

For the period from November 17, 2014 through December 31, 2015, the COUNTY will pay to the CITY Fifty Four and 12/100 Dollars (\$54.12) per ton for each ton of solid waste delivered from the Transfer Stations to the Waste To Energy Facility by the COUNTY.

On January 1st of each year following 2015, the CITY will adjust the County Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, All Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just-completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	COUNTY DISPOSAL RATE
Base Yr.N	125		\$54.12
N+1	128.844	1.030752	\$55.78
N+2	133.315	1.034710	\$57.72
N+3*	132.474	No change	\$57.72
N+4**	133	No change	\$57.72
N+5	137.748	1.033252	\$59.64
N+6	140.054	1.016741	\$60.64
* No change-Index decreased			
** No charge-Index did not exceed highest previous Index			

The CITY will be responsible for all of the costs associated with disposal of the Solid Waste once delivered to the Waste To Energy Facility, including but not limited to incineration, ash disposal, by-pass of unburned material, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the Waste To Energy Facility.

I. **Billing:**

The CITY shall bill the COUNTY monthly on or before the 20th of the month for the previous month. However, the first monthly bill shall be prepared in January 2015 for the period November 17, 2014 through December 31, 2014.

The monthly bill shall consist of two components.

The first component shall be determined by multiplying the Solid Waste tonnage delivered by the COUNTY from the Transfer Stations to the Waste To Energy Facility by the County Disposal rate.

The second component shall be the monthly installment for the purchase of the Transfer Stations (\$117,857.14), subject to the terms provided in Section No. 4(C).

The CITY shall be responsible for weighing Solid Waste as it enters the Waste To Energy Facility.

The COUNTY shall advise the CITY in writing within ten (10) business days of invoice receipt if it has any questions, needs further information, or disputes the bill. The COUNTY will reimburse the CITY for the monthly billing within sixty (60) calendar days of invoice receipt for all portions of the bill which are not disputed. Any dispute between the PARTIES as to any billing shall be resolved pursuant to the Dispute Resolution Section. If a billing not subject to dispute is outstanding for more than three (3) months, it shall, at the sole discretion of the CITY, accrue interest at the current local government investment pool rate until paid.

J. **Utility Taxes:**

In the event either the CITY or the COUNTY imposes any additional new utility tax, after the effective date of this Agreement, on the revenues generated from Solid Waste delivered to either the Transfer Stations or the Waste To Energy Facility the PARTIES agree to share such utility tax revenues which are generated from the increase in the Gate Fee, based on the proportion of Solid Waste received from the other party's jurisdiction. For the purpose of this provision, the CITY's jurisdiction shall mean the CITY's Solid Waste Service Areas and the COUNTY's jurisdiction shall mean unincorporated Spokane County and all incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System.

K. **Ancillary Services:**

The CITY shall be responsible for providing to its citizens and businesses within its jurisdictional boundaries only - the following ancillary services:

- 1) Programs to educate and promote the concepts of waste reduction and recycling; pursuant to RCW 70.95.090 (7) (b) (iv); and
 - a. City of Spokane Litter Control Program; and
 - b. Moderate-risk waste management pursuant to chapter 70.105 RCW.

The COUNTY shall be responsible to comply with all requirements for providing citizens and businesses outside the City of Spokane's boundaries who are part of the County Regional Solid Waste System the above referenced ancillary services.

L. **Service to Non-CITY Spokane County Solid Waste System Customers At The CITY's Waste To Energy Facility:**

The CITY will allow non-city customers from jurisdictions participating in the County Regional Solid Waste System who self-haul and commercial haulers who collect solid waste from customers within jurisdictions participating in the County Regional Solid Waste System to dispose of household hazardous waste, recyclables, solid waste, yard debris, and other waste products to the Waste To Energy Facility for the duration of this Agreement. The non-city public access will be during the same hours that the Facility is open to city residents, provided that the Facility shall be open to the public a minimum of eight (8) hours per day on Saturday and Sunday and a minimum of forty (40) hours per week.

The gate fee for the non-city customers from within Spokane County participating in the County Regional Solid Waste System who self-haul shall be the same rate as for city residents who self-haul to the Waste To Energy Facility.

M. **Non-processible Waste:**

The CITY shall be responsible for identifying and disposing of any non-processible waste delivered to the Waste To Energy Facility.

N. **Early Termination:**

This Agreement shall be in effect for seven (7) years. After two (2) years, the COUNTY shall have the option to provide to the CITY twelve (12) months prior written notice ("Early Termination") of its intent to terminate this Agreement. Should the COUNTY exercise this Early Termination option, it will be effective no earlier than the end of three (3) years (November 16, 2017), or any other later time prior to the seven (7) year term of this Agreement. The COUNTY will then pay to the CITY a lump sum representing the remaining unpaid amount of the purchase price of the Transfer Stations owed to the CITY.

Said amount shall be paid within twelve (12) months of written notice of Early Termination, or at such time(s) as the PARTIES may mutually agree in writing. Upon payment of purchase price of the Transfer Station by the COUNTY, the CITY shall execute and file a Full Reconveyance of the Deed of Trust addressed in Section No. 4B(5)(b)(i).

Upon Early Termination, the COUNTY shall have no further obligation to deliver any Solid Waste received at the Transfer Stations to the Waste To Energy Facility for final disposal pursuant to this Agreement.

O. **Collaborative Efforts:**

The CITY and COUNTY intend to collaboratively work together during the term of this Agreement as follows:

- 1) Continue to investigate existing and/or emerging alternative disposal technologies and options, including but not limited to: long haul landfill disposal, plasma gasification, refuse derived fuel, etc.
- 2) Continue to investigate opportunities to increase rail capacity in the region, in an effort to promote and accommodate increased economic development, including the possibility of future long haul disposal by rail.
- 3) To Develop a mutually acceptable approach for the long-term use of the CITY's Waste To Energy Facility site as the COUNTY's West Plains regional transfer station beyond the term of this Agreement to avoid an unnecessary duplication of public facilities on the West Plains for the transfer of Solid Waste.
- 4) The COUNTY plans to further investigate the cost-effectiveness of various long-term alternatives for Solid Waste disposal during the term of this Agreement through the issuance of Requests for Proposals. The CITY agrees that options presented for response within the Requests for Proposals may include the CITY's Solid Waste volume for the CITY's consideration, but such inclusion shall not obligate the CITY in any way.

Any costs incurred in the issuance of Request for Proposals or any investigations associated with this subsection shall be the sole responsibility of the COUNTY.

P. **Gate Fees:**

For the purpose of transparency to the citizens of Spokane County, it is the intent of the CITY and the COUNTY to charge similar gate fees at the Transfer Stations and the Waste To Energy Facility throughout the term of this Agreement; however, both PARTIES understand that this subsection is not binding on either Party. The PARTIES shall give each other at least sixty (60) calendar days advance written notice in the event either determines to charge a gate fee which is not similar to the gate fee of the other party.

SECTION NO. 5: AUDIT / RECORDS

The COUNTY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The COUNTY shall provide access to authorized CITY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this

provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized COUNTY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 6: NOTICES

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

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With Copy to: City Attorney
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260-0100

With Copy to: Spokane County Utilities Director
1026 W. Broadway Avenue
Public Works Bldg.
Spokane, Washington 99260-0430

SECTION NO. 7: 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 prior written approval of the other Party which shall not be unreasonably withheld.

SECTION NO. 8: LIABILITY

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

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

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

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

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

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

SECTION NO. 9: INSURANCE

During the term of the Agreement, the COUNTY and CITY shall each maintain in force at its own expense, the following insurance coverage or self-insurance:

- 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 or Stop Gap Insurance in the amount of \$5,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY'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 \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for 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 thirty (30) days written notice from a Party or its insurer(s) to the other Party. Verification of insurance shall be provided upon request.

SECTION NO. 10: ANTI-KICKBACK

No officer or employee of either Party, 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.

SECTION NO. 11: VENUE STIPULATION

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

SECTION NO. 12: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 13: 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.

SECTION NO. 14: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to binding arbitration. Such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

SECTION NO. 15: 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 all 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 with the same formalities as this Agreement 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.

SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES

A. **Purpose:**

See Section No. 1 above.

B. **Duration:**

See Section No. 3 above.

C. **Organization of Separate Entity and Its Powers:**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. **Responsibilities of the Parties:**

See provisions above.

E. **Agreement to be Filed:**

The CITY shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

F. **Financing:**

Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **Termination:**

This Agreement can be terminated early in accordance with Section 4 (M).

H. **Property Upon Termination:**

Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

AL FRENCH , Chair

Daniela Erickson
Clerk of the Board

TODD MIELKE, Vice-Chair

SHELLY O'QUINN, Commissioner

APPROVED AS TO FORM:

Deputy Civil Prosecuting Attorney

DATED: _____

CITY OF SPOKANE

By: _____
Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A

Legal Description of Transfer Stations

Colbert Legal Description

Recorded on Vol 1218 Page 288

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section 3, Township 27 North, Range 43 East, W.M., Spokane County, Washington, lying Easterly of SR-2; EXCEPT the North 20', AND ALSO EXCEPT the East 60 feet;

TOGETHER WITH an easement for ingress and egress and utilities over, under and across the East 60 feet of said Southwest Quarter (SW ¼); thence continuing as an access easement over and across the East 60 feet of Parcel "A" to Elk Chattaroy Road:

PARCEL "A" comprises that portion of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 10, Township 27 North, Range 43 East, W.M., lying East of SR-2 and Northerly of Elk Chattaroy Road.

Said easement over Parcel "A", to be mutually exclusive to the County, the Purchaser and the abutting property owners to the North of said Southeast Quarter;

Subject to those exceptions and reservations reserved to the Glacier Park Company, stated in that Quit Claim Deed to Spokane County recorded under Auditor's File Number 9011280263 in Volume 1156, Page 1759, official records of Spokane County; and

Spokane County reserves the right to access and operate those three (3) existing monitor wells identified as CD-46, CD-47 and CS-12 on site, which will be used by the County as long as needed in the Colbert Groundwater Treatment Program (see map). In addition, the County with the approval of the City, may locate and access additional monitor and/or extraction wells and associated utilities on the Premises. The exact location(s) of said possible future wells and associated utilities to be by mutual agreement of the parties hereto. Access to all wells on the premises for the purposes of sampling and maintenance shall require prior notification and approval by the City. Such approval shall not be unreasonably withheld.

Located in the Southeast Quarter (SE ¼) of Sections 3 and 10, Township 27 North, Range 43 East, W.M., Spokane County, Washington.

Recorded on Vol. 1368 Page 261.

That portion of the Northwest Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East Willamette Meridian, Spokane County, Washington described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; Thence South 89° 03' 53" West along the North line of said Northwest Quarter 60.00 feet; Thence South 1° 07' 28" East parallel with the East line of said Northwest Quarter 225.87 feet; Thence South 19° 07' 12" West 142 feet, more or less, to the North line of Elk-Chattaroy Road; Thence North 65° 56' 51" East along the said North line of Elk-Chattaroy Road 119 feet, more or less, to the East line of said Northwest Quarter; Thence North 1° 07' 28" West along the said East line of said Northwest Quarter 313 feet, more or less, to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10 and the Point of Beginning.

Containing 22,320.60 square feet, more or less.

Recorded on Vol. 1368 Page 262

That portion of the Northwest Quarter of the Northeast Quarter of Section 10. Township 27 North, Range 43 East W.M., Spokane County, Washington described as follows:

Beginning at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 10; thence South 89 deg 03 min 53 sec West along the north line of said Northwest Quarter 60.00 feet; thence South 1 deg 07 min 28 sec East parallel with the east line of said Northwest Quarter 225.87 feet to the True Point of Beginning of this description; thence continuing South 1 deg 07 min 28 sec East 112.69 feet to the north line of Elk-Chattaroy Road; thence South 65 deg 56 min 51 sec West along the said north line 53.46 feet; thence North 19 deg 07 min 12 sec East 142.31 feet to the True Point of Beginning of this description.

Containing 2774.4 square feet more or less.

Valley Transfer Station Legal Description

Recorded on Vol. 1173 Page 186

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 2, Township 25 North, Range 44 E.W.M., Spokane County, Spokane Washington, described as follows:

Beginning at the East Quarter corner of said Section 2; thence along the North line of said Southeast Quarter N 89°47'53" W 80.01 feet to the West right of way line of Sullivan road; thence continuing along said West right of way line S 00°36'39" E 1.13 feet; thence S 00°35'56" E 49.12 feet to a point on said West right of way line and the South right of way line to the Inland Empire Paper Company Canal as recorded in Survey Book 19, page 35, at Spokane County Court House and the True Point of Beginning; thence continuing along said West right of way line the following three (3) courses (1) S 00°35'56" E 515.99 feet, (2) N 89°24'04"E 30.00 feet, (3) S 00°35'56" E 84.04 feet to a point in the North right of way line of Kiernan Ave. as recorded at Spokane County Court House in Book of Deeds, Vol. 558, page 1959. Thence along said North right of way line the following four (4) courses (1) N 89°50'00" W 1162.16 feet to the beginning of a curve concaved to the Northeast having a radius of 15.00 feet and a central angle of 67°31'08" (2) thence Northwesterly through said curve 17.68 feet, to the point of a reverse curve concaved to the South having a radius 50.00 feet and a central angle of 146°09'07" (3) thence West through said curve 127.54 feet (4) thence N 89°50'00" W 1.30 feet to a point on said North right of way line and the West line of said Northeast Quarter of said Southeast Quarter. Thence along said West line N 00°32'45" W 532.02 feet to the South right of way line of said Inland Empire Paper Company Canal. Thence along said South right of way line the following three (3) courses (1) N 78°52'51" E 69.28 feet to the beginning of a curve concaved to the South having a radius of 2715.47 feet and a central angle of 11°09,' (2) thence Easterly through said curve 528.44 feet, (3) thence S 89°58'09" E 648.21 feet to the True Point of Beginning containing 16.75 acres.

EXHIBIT B - Asset List

In addition to the asset list below, the CITY agrees to transfer to the COUNTY all existing office furniture, lockers, conference tables and chairs, etc. as part of this Agreement.

No.	Fleet	Yr.	Make/Model	Type	Lic./Reg. No/ VIN#	Site
6872	426872	07	Volvo L110E	Wheel Loader 4 yd. Bucket	L110EV61283	CTS
6873	426873	07	Volvo L110E	Wheel Loader 4 yd. Bucket	L110EV61286	VTs
7802	428018	12	FORD F250	F250SCAB4X4	32011D	CTS
7818	428017	12	FORD F250	F250SCAB4X4	54611D	VTs
7827	407827		Master	Space Heater, kerosene		CTS
7828	407828		Master	Space Heater, propane		VTs
7830	426529	07	Capacity-TJ7000	Yard Tractor/Mule	4LMCF21177LO17920	CTS
7831	426530	07	Capacity-TJ7000	Yard Tractor/Mule	4LMCF21197LO17921	VTs
7832	426534	06	American-Lincoln	MPV-60 Sweeper	1937999	VTs
7833	424566	03	Manac 36348020	Transfer Trailer walking floor	2M533146536090054	ALL
7834	67	03	Manac 36348020	Transfer Trailer walking floor	55	ALL
7835	68	03	Manac 36348020	Transfer Trailer walking floor	56	ALL
7836	69	03	Manac 36348020	Transfer Trailer walking floor	57	ALL
7837	70	03	Manac 36348020	Transfer Trailer walking floor	2M533146536090058	ALL
7850		92	Robinair	Freon Recovery	01841 0292	VTs
7851		92	Robinair	Freon Recovery	00723 0990	CTS
7856	424326	02	Bobcat-Melrose A300	Utility Tractor	5211-11248	CTS
7878	407878	94	Eagle	Utility Trailer, Van Box	17329D	VTs
7886	426197	05	North Shore 2100 SE	Stationary Topload Tamper	SN: NS2894	VTs
7887	425403	04	North Shore Builtrite	Stationary Topload Tamper	SN:NS2766	CTS
7888	425578	03	SSI 4500 Pre-load	Compactor, Stationary	SN 91458-4500	VTs
7890	407890	99	Cat 436C /Bucket	4x4 Tractor/Backhoe (85HP)	2AR01644	CTS
7891	407891	99	Dayton	Standby Generator	3142438	CTS
7896	407896	92	Landa Northstar	Pres.Washer PGNW4-25221	PO492-2561	CTS

7897	407897	92	Landa Northstar	Pres.Washer PGNW4-25221	PO492-2562	VTs
7899			Echo SRM260S	Line Trimmer	301	VTs
7900		07	Echo HC 150	Hedge Trimmer	SN# 09096360	CTS
7908		91		Fire Sup. Air Compressor		VTs
7909			Speedaire32425G1	Fire Sup. Air Compressor	SN#051293L	CTS
7912			Master	Heater 50k BTU, kerosene	SN 1569438	CTS
7913		04	Speedaire3JR77A	Air Compressor	SN#L6/28/0400021	CTS
7914			Speedaire	Air Compressor, SSI		VTs
7915		02	Hustler Super Z 60"	Riding Lawn Mower, zero turn	S# 01082073	VTs
7919		02	Hustler Super Z 60"	Riding Lawn Mower, zero turn	S# 02022100	CTS
7920	407920	07	Echo -SRM261T	Line Trimmer	S#06064653	CTS
7921	407921	99	DESA 155-AT	Propane Heater	S#5823115	CTS
7922		05	RN Model#H624	Battery Charger	S#HC1190	VTs
7923	407923	97	Ariens-924082	ST824 Sno Thro	SN-052867	VTs
7924	407924	97	Ariens-924082	ST824 Sno Thro	SN-052245	CTS
7931		07	Honda 5.5hp 21"	Walk Behind Mower	SN:121806M-000314	VTs
7932		98	Stihl BG-75	Leaf Blower	SN-238584292	
7940	407940	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27608D	ALL
7941	407941	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27609D	ALL
7948	407948	98	Wilkins Load Runner	Transfer Trailer Walking Floor	27616D	ALL
7951	427307	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48458D	ALL
7952	427308	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48459D	ALL
7953	427309	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48460D	ALL
7955	11	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48462D	ALL
7956	12	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48463D	ALL
7957	13	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48464D	ALL
7958	14	09	Reliance ATSLT- 48-3	Transfer Trailer Walking Floor	48475D	ALL
7962		12	SALTDog (on 428017)	Sand Spreader P/U mount		VTs
7963		12	SALTDog (on 428018)	Sand Spreader P/U mount		CTS
7968	428086	13	Freightliner	Transfer Truck	54646D	CTS

7969	428087	13	Freightliner	Transfer Truck	54647D	VTs
7972	6	OO	Freightliner	Transfer Truck	28666D	REF
7973	7	OO	Freightliner	Transfer Truck	35590D	REF
7974	8	OO	Freightliner	Transfer Truck	28657D	REF
7975	9	OO	Freightliner	Transfer Truck	28670D	REF
7976	10	OO	Freightliner	Transfer Truck	28658D	REF
7977	11	OO	Freightliner	Transfer Truck	28664D	REF
7978	12	OO	Freightliner	Transfer Truck	32001D	REF
7979	423013	OO	Freightliner	Transfer Truck	28659D	REF

BRIEFING PAPER
Public Works Committee
Wastewater Management
January 13, 2014

Subject

Interlocal Agreement between the City of Spokane and Spokane County for solid waste transfer and disposal post November 16, 2014.

Background

In 1988 an Interlocal Agreement between the City of Spokane and Spokane County was executed to form the Spokane Regional Solid Waste System (SRSWS), which is a department of the City of Spokane.

The SRSWS was responsible for developing a regional solid waste management system including the financing and construction of the Waste to Energy Plant (WTE) and the Valley and North County transfer stations. In addition to operating the three facilities, the SRSWS is responsible for all statutory requirements under RCW 70.95 and RCW 70.105, which consist of providing regional planning, disposal services, recycling, moderate risk waste management and waste reduction and recycling education and outreach.

On November 16, 2014, the 1988 Interlocal Agreement that formed the SRSWS terminates. On November 17, 2014, Spokane County becomes responsible for all the statutory requirements listed above. In addition, the current SRSWS will no longer exist.

City and County staff have been working diligently to develop the structure of the next generation of regional solid waste management for all of Spokane County. The Interlocal Agreement before you is the culmination of that work and formalizes what the City and County have agreed to.

Following is a summarized list of issues the Interlocal Agreement memorializes;

- The City is selling the Valley and North County transfer station and all associated rolling stock and equipment for \$9,900,000.
- The term of the Agreement is for seven years with five 1-year extension options thereafter.
- The County will deliver all waste received at the two transfer stations to the WTE Plant for disposal.
- The County will pay the City \$117,857.14 per month for 84 months for the purchase of the two transfer stations.
- The County will pay the City \$54.12 per ton (adjusted annually by CPI) for each ton of solid waste delivered from the two transfer stations to the WTE Plant for disposal.
- The Agreement contains a buyout clause any time after three full years whereby the County must provide the City twelve months notice and would pay the City the remaining balance of the \$9,900,000 value of the two transfer stations.

Impact

The City retains operation of the WTE Plant, receives \$9,900,000 for the Valley and North County transfer stations and secures a seven year disposal commitment from the County.

Action

BRIEFING PAPER
Public Works Committee
Wastewater Management
January 13, 2014

Recommend approval.

Funding

\$9,900,000 revenue from County for sale of transfer stations.

\$7,035,600 annual disposal revenue from County.