

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 8, 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 KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

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](http://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 Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto:ccavanaugh@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Cavanaugh 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. Contract with CH2M Hill Inc. (Spokane, WA) for the Post Street Bridge; Type, Size and Location Study—not to exceed \$400,000.<br><b>Brandon Blankenagel</b>   | Approve | OPR 2014-0836<br>ENG 2014077 |
| 2. Low Bid of Arc Electric & Lighting Corporation (Spokane, WA) for Francis Avenue from Division Street to East City Limits I.T.S.—\$648,366. Administrative reserve of \$64,836.60, which is 10% of the contract price, will be set aside.<br><b>Dan Buller</b>             | Approve | OPR 2014-0837<br>ENG 2011076 |
| 3. Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court for 2014. An important outcome resulting from this Court is improved public safety.<br><b>Justin Bingham</b> | Approve | OPR 2014-0838                |
| 4. Grant funding from Washington State Office of Public Defense for use by the City Public Defender's Office effective January 1, 2015, through December 31, 2015—\$64,400 revenue.<br><b>Jennifer Stapleton</b>   | Approve | OPR 2014-0839                |

5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2014, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
6. City Council Meeting Minutes: \_\_\_\_\_.
- Approve & Authorize Payment CPR 2014-0002
- Approve CPR 2014-0013

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **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.

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

**CITY ADMINISTRATION REPORT**

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## COUNCIL COMMITTEE REPORTS

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

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### 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.

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## LEGISLATIVE AGENDA

### NO EMERGENCY BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0115      Setting hearing for January 12, 2015 for the vacation of Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of alley between Sinto Avenue and Mission Avenue, as requested by Vincent Dressel and Harlan Douglass.  
**Eldon Brown**
- RES 2014-0116      Relating to the early payoff of \$8.9 million by Spokane County for transfer stations.  
**Ben Stuckart**
- ORD C35193        Relating to letters of credit in public/private partnership agreements; amending SMC section 7.16.030.  
**Candace Mumm**
- ORD C35194        Relating to voter registration and election information; adopting a new section 7.01.020 to chapter 7.01 of the Spokane Municipal Code and amending the title to chapter 7.01.  
**Ben Stuckart**
- ORD C35195        Relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.  
**Karen Stratton**
- ORD C35196        Relating to solid waste department, amending SMC sections 03.01A.450, 03.01A.470, 07.08.403, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0134, 13.02.0200, 13.02.0204, 13.02.0246, 13.02.0248, 13.02.0308, and 13.02.0350, of the Spokane Municipal Code. **Ken Gimpel**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35197 Relating to public defense standards, adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code, consisting of sections 3.10.010 and 3.10.020.  
**Kathy Knox**
- ORD C35198 (To be considered under Hearings Item H1.b.)  
**Eldon Brown**
- ORD C35199 Relating to procurement; amending SMC section 7.06.100 and adopting a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code.  
**Ben Stuckart**
- ORD C35200 Relating to design-build project evaluation criteria; amending SMC section 7.06.160.  
**Ben Stuckart**
- ORD C35201 Relating to a Public Works Apprentice Program; adopting new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X.  
**Ben Stuckart**
- ORD C35202 Submitting a ballot proposition to the voters of the City of Spokane to amend Section 7 of the Charter of the City of Spokane relating to the establishment of the Mayor's salary.  
**Sheryl McGrath**

FURTHER ACTION DEFERRED

## 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.)

## HEARINGS

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

- |     |    |  |                                   |            |
|-----|----|--|-----------------------------------|------------|
| H1. | a. | Hearing on vacation of an un-named portion of right-of-way, 60 feet by 447.97 feet approximately 650 feet north of 8018 West Sunset Highway.   | Approve<br>Subj. to<br>Conditions |            |
|     | b. | First Reading Ordinance C35198 vacating an un-named portion of right-of-way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway, in Section 20, T25N, R42E, W.M., Spokane, Washington, as requested by Rodney Black and John McCormack. <b>Eldon Brown</b> | Further<br>Action<br>Deferred     | ORD C35198 |

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**Motion to Approve Advance Agenda for December 8, 2014  
(per Council Rule 2.1.2)**

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**OPEN FORUM (CONTINUED)**

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

**ADJOURNMENT**

The December 8, 2014, Regular Legislative Session of the City Council is adjourned to December 15, 2014.

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**NOTES**

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

12/08/2014

<u>Date Rec'd</u>	11/21/2014
<u>Clerk's File #</u>	OPR 2014-0836
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MGMT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDON 625-6419	<u>Project #</u>	2014077
<u>Contact E-Mail</u>	BBLANKENAGEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	4250 - POST ST. BRIDGE TS & L STUDY - CH2M HILL, INC.		

Agenda Wording

Contract with CH2M Hill, Inc. for the Post Street Bridge Type, Size and Location Study, for an amount not to exceed \$400,000.00.

Summary (Background)

The Post Street Bridge, built in 1917 and widened in 1937, has significant deterioration which has impacted its load-carrying capacity. With the recent opening of the Centennial Trail west of the Post Street Bridge and the new construction of Huntington Park, which included creating a one-way Post Street to the north, the City Administration is committed to reconstructing the Post Street Bridge based on the one-way vehicle traffic, the significant amount of pedestrians accessing the bridge,

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 400,000.00	#	3200 49123 95100 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works - 11/24/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mlesesne@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		bblankenagel@spokanecity.org	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and the need to address the deteriorating conditions of the sewer pipe. A Request for Qualifications (RFQ) was utilized for consultant selection for this study. All prior concepts and engineering work was provided with the RFQ. Two consultants submitted a Statement of Qualification, and CH2M Hill, Inc., was selected by a review committee. It is expected that a Type, Size and Location Study will primarily help the City identify the type of bridge required to fully support the multi-modal transportation needs a replacement bridge would need to provide, as well as future utility needs. An assessment of and recommendations on the alignment would also be deliverables from this study.

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

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone CH2M HILL, INC.  999 W. Riverside Ave., Suite 500 Spokane, WA 99201						
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description <b>POST ST. BRIDGE TS&amp;L STUDY</b>  Type, Size and Location Study to rehabilitate/replace the bridge, including preliminary design of preferred option, and NEPA Environmental Documentation.						
Federal Aid Number _____							
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate <u>107.07</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>107.07</u> % Fixed Fee \$ <u>38,091.75</u> <input type="checkbox"/> <b>Specific Rates Of Pay</b> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>							
DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %							
Federal ID Number or Social Security Number <div style="text-align: center;"><b>59-0918189</b></div>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;">           Do you require a 1099 for IRS?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No         </td> <td style="width: 50%; vertical-align: top;">           Completion Date            December 31, 2015         </td> </tr> </table>		Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date December 31, 2015				
Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date December 31, 2015						
<table style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount Authorized \$</td> <td style="text-align: right;"><u>375,686.00</u></td> </tr> <tr> <td>Management Reserve Fund \$</td> <td style="text-align: right;"><u>24,314.00</u></td> </tr> <tr> <td>Maximum Amount Payable \$</td> <td style="text-align: right;"><u>400,000.00</u></td> </tr> </table>		Total Amount Authorized \$	<u>375,686.00</u>	Management Reserve Fund \$	<u>24,314.00</u>	Maximum Amount Payable \$	<u>400,000.00</u>
Total Amount Authorized \$	<u>375,686.00</u>						
Management Reserve Fund \$	<u>24,314.00</u>						
Maximum Amount Payable \$	<u>400,000.00</u>						

**Index of Exhibits (Check all that apply):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work<br><input type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input checked="" type="checkbox"/> Exhibit G Subcontracted Work<br><input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|--|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the Local Agency of CITY OF SPOKANE, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I General Description of Work**

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

### **II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### **III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

## **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

## **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

## **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

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

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

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

#### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.



In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By \_\_\_\_\_ By \_\_\_\_\_

Consultant \_\_\_\_\_ Agency City of Spokane, Washington

# **CITY OF SPOKANE**

## **POST STREET BRIDGE**

### **TYPE, SIZE AND LOCATION STUDY**

#### **EXHIBIT A-1: SCOPE OF WORK**

#### **INTRODUCTION**

The City of Spokane (CITY) has initiated the Post Street Bridge Type, Size and Location Study project in an effort to identify and develop preliminary solution alternatives that will support use of this vital corridors for future generations of drivers, riders, bicyclists, and pedestrians.

On July 30<sup>th</sup>, 2014, CH2MHILL, Inc. (CONSULTANT) was selected to provide professional services for the Post Street Bridge Type, Size and Location Studies (STUDY) project. Under this project, CONSULTANT will provide to the CITY the scope of services as specified herein.

The STUDY scope of work includes the following tasks:

- Task 1: Project Management and Coordination
- Task 2: Stakeholder Coordination and Public Outreach
- Task 3: Geotechnical Investigations and Review
- Task 4: Planning and Coordination
- Task 5: Concept Development and Evaluation
- Task 6: Type, Size and Location (TS&L) Report
- Task 7: Environmental Documentation
- Task 8: River Hydraulics (Optional)

This scope of work and fee estimate (Exhibit E-1) are based on a twelve-month delivery schedule, beginning in November, 2014.

It is anticipated that the CITY will amend this agreement to include Type, Size and Location studies for additional bridges that may include the Howard Street mid-channel bridge (Blue Bridge), and the Howard Street south-channel bridge.

The CONSULTANT will provide the following services:

## **1. PROJECT MANAGEMENT AND COORDINATION**

The CONSULTANT will provide project management and administration services for the various work elements described in this document.

### **1.1. Contract Management**

The CONSULTANT will provide services required to manage the contract, enter into professional agreements with subconsultants, prepare and process monthly invoicing, progress reporting, and other daily management duties.

The CONSULTANT will provide the CITY with a Monthly Progress Report, in writing, reporting on the CONSULTANT'S progress and any known issues or anticipated changes in performing the Work.

#### ***Task 1.1 Assumptions:***

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- ✦ 12-month STUDY duration

#### ***Task 1.1 Deliverables:***

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- ✦ Monthly Progress Reports (1 hard copy and .pdf electronic format)

### **1.2. Project Coordination**

#### **1.2.1. Correspondence and Meetings**

The CONSULTANT will partner with the CITY to accomplish the STUDY. Coordination of the project work elements will include:

- Voice and written correspondence with CITY, Project Advisory Committee (PAC) members, and other agencies.
- Regular coordination meetings with CITY to be conducted at appropriate intervals throughout the project.
- Regular coordination meetings with internal CONSULTANT team, including subconsultants to be conducted at appropriate intervals throughout the project.

#### **1.2.2. Project Work Plan**

The CONSULTANT will develop a Project Work Plan to be utilized by project team members throughout the project. The Project Work Plan will be provided to the CITY for review and comment. The Project Work Plan will include:

- Purpose and Need
- Goals and Objectives

- Communications Plan
- Stakeholder/Public Involvement Plan
- Quality Control Plan
- Change Management Plan
- Risk Management Plan

### **1.2.3. Project Schedule**

The CONSULTANT will prepare and maintain a critical path design schedule to identify and track progress throughout the project. Updates to the schedule will occur as changes influence key milestones. Key milestones include stakeholder coordination/public involvement events, key deliverables, and decision making points, as required.

#### ***Task 1.2 Assumptions:***

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- ✦ Project Advisory Committee (PAC) members will be identified by CITY and coordinated with CONSULTANT.
- ✦ Bi-Weekly Coordination Meetings with CITY
- ✦ Bi-Weekly Coordination Meetings with CONSULTANT team.
- ✦ Up to two CONSULTANT presentations to City Council Committee(s) are planned.

#### ***Task 1.2 Deliverables:***

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- ✦ Meeting Agendas, and Meeting Notes (.pdf electronic format)
- ✦ Project Work Plan Document (1 hard copy and .pdf electronic format)
- ✦ Project Schedule and Updates (.pdf electronic format)

### **1.3. Health and Safety Plan**

The CONSULTANT will update the project Field Safety Instructions (FSI) previously prepared for field survey work (as contracted under a separate agreement between CONSULTANT and CITY) to include additional field reconnaissance required for the Study.

#### ***Task 1.3 Deliverables:***

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- ✦ Revised Field Safety Instructions (.pdf electronic format) for project files

## **2. STAKEHOLDER COORDINATION & PUBLIC OUTREACH**

The CONSULTANT will partner with the CITY to utilize communication tools and forums for critical interaction with project stakeholders and the public. The goal of the project stakeholder coordination and public outreach efforts is to engage public officials and stakeholder representatives at critical junctures, and promote transparency of the process to the public by allowing opportunities to participate and receive communication throughout the study timeline.

## 2.1. Communications Plan

The CONSULTANT will provide a high-level communications plan to include recommendations for how the CITY may distribute information through the appropriate communication channels. To conserve effort and budget, the CONSULTANT will use the Latah Bridge Rehabilitation Study Communications Plan as a starting point.

## 2.2. Stakeholder Coordination

The CONSULTANT will engage with public officials and project advisory committee (PAC) as identified in Task 1.2.2 by teaming with the CITY to conduct and facilitate stakeholder coordination meetings. The following stakeholder coordination meetings are anticipated:

<b>PAC Coordination Meeting</b>	<b>Anticipated Timing</b>	<b>Purpose</b>
#1	Following development of Planning and Coordination Memo (Task 4)	<ul style="list-style-type: none"><li>• Confirm Study Purpose &amp; Need, Goals</li><li>• Review Previous Planning History of Post Street Bridge</li><li>• Review Scope</li><li>• Finalize Outreach Strategies</li><li>• Communicate Planning Review Findings</li><li>• Envision Solution Concepts</li></ul>
#2	Following development of preliminary bridge concepts (Task 5.3)	<ul style="list-style-type: none"><li>• Communicate Solution Concepts</li><li>• Solicit Comments for Refinement</li><li>• Review Evaluation Process and Criteria</li></ul>
#3	Following development of DRAFT Recommendations and TS&L Report (Task 6.2)	<ul style="list-style-type: none"><li>• Communicate Initial Recommendations</li><li>• Solicit Comments for Refinement</li></ul>

Stakeholder coordination meetings will utilize roundtable and/or workshop format to ensure that each stakeholder representative is encouraged to provide input and value to the project.

## 2.3. Public Outreach

The CONSULTANT will engage the community to participate and/or be informed in the project by teaming with the CITY to conduct and facilitate public outreach meetings. The following public outreach meetings are anticipated:

<b>Public Outreach Event</b>	<b>Anticipated Timing</b>	<b>Purpose</b>
#1	Following development of Planning and Coordination Memo (Task 4) and subsequent to PAC Meeting #1.	<ul style="list-style-type: none"> <li>• Communicate Study Purpose &amp; Need, Goals</li> <li>• Review Previous Planning History of Post Street Bridge</li> <li>• Communicate Planning Review Findings</li> <li>• Envision Solution Concepts</li> <li>• Solicit Public Input</li> </ul>
#2	Following development of preliminary bridge concepts (Task 5.3) and subsequent to PAC Meeting #2.	<ul style="list-style-type: none"> <li>• Communicate Solution Concepts</li> <li>• Review Evaluation Process and Criteria</li> </ul>
#3	Following development of DRAFT Recommendations and TS&L Report (Task 6.2) and subsequent to PAC Meeting #3	<ul style="list-style-type: none"> <li>• Communicate Solution Concepts and Initial Recommendations</li> <li>• Solicit Public Input</li> </ul>

The CONSULTANT will coordinate with the CITY and furnish project documents, and comment forms for publishing on the CITY'S Capital Programs website.

### ***Task 2.0 Assumptions:***

- ✦ The CONSULTANT will coordinate timing and meeting locations with the CITY.
- ✦ The CONSULTANT will furnish invitations (.pdf format), written advertisements (.pdf format), exhibits, displays (assumed four large-format displays per meeting), comment forms, and refreshments.
- ✦ The CONSULTANT will set-up prior to and break-down after each meeting.
- ✦ CITY will obtain meeting locations and distribute invitations.

### ***Task 2.0 Deliverables:***

- ✦ High Level Communications Plan (.pdf electronic format)
- ✦ Meeting Agendas, Meeting Notes, and Attendance Records (.pdf electronic format)
- ✦ Invitations (.pdf electronic format), Advertisements, Displays, Exhibits, Comment Forms

## **3. GEOTECHNICAL INVESTIGATIONS AND REVIEW**

The CONSULTANT will review CITY provided geotechnical data and previously conducted geotechnical evaluations for the Post Street Bridge. A site reconnaissance will be performed looking at existing bridge abutments and foundations, documenting the current conditions and

comparing to previous documented conditions. A summary of the data review, site reconnaissance, and observed geotechnical conditions will be summarized in a technical memorandum including recommendations related to the TS&L for the Post Street Bridge.

### ***Task 3.0 Assumptions:***

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- ✦ CONSULTANT will coordinate with CITY and property owner (Avista Corp. and others) to gain access to the embankment area(s) on both sides of the Spokane River in areas where existing bridge structures and potential future new bridge structures will be located.
- ✦ Site reconnaissance will be performed in areas around the existing abutments by geotechnical engineer or licensed geologist to visually observe and photo-document surficial geologic conditions including:
  - Rock types and overall characteristics with respect to inferred or surficial rock strength, structure, discontinuities, fracture zones, and degree of weathering or alteration.
  - Surface water (i.e., river stage and fluctuation range within the context of potential bridge structure features)
  - Seepage and/or groundwater
  - Characteristics and degree of vegetative cover (if applicable)
  - Access considerations with respect to slope, boulders, and rubble zones
  - Characteristics, inferred condition, and/or any potential geotechnical considerations related to the existing bridge abutments
- ✦ The site reconnaissance will be performed in fall when river conditions are favorable to conduct the work (i.e., seasonal low water conditions).
- ✦ CONSULTANT will conduct the site reconnaissance in a single mobilization and site visit.
- ✦ Site reconnaissance will be limited to areas accessible by walking. No scaffold or other equipment assisted access is included.
- ✦ No subsurface investigation is proposed for the TS&L level of evaluation at the existing bridge site.
- ✦ No field sampling or geotechnical testing is included for the TS&L level of evaluation at the existing bridge site.

### ***Task 3.0 Deliverables:***

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- ✦ A Post Street Bridge technical memorandum (TM) of approximately 6 pages in length including a list of bulleted recommendations to be used as part of the TS&L evaluation; the TM will also include annotated photos, topographic map, and geologic map.

## 4. PLANNING AND COORDINATION

The CONSULTANT will partner with the CITY to ascertain existing and future needs for the Post Street Bridge. CITY departments (Planning, Parks, Utilities, Streets/Bridges, and Capital Programs) will be consulted to provide input to the current and planned environments surrounding the bridge. Currently published planning documentation will be reviewed to provide context for the bridge in its ultimate setting.

Where practicable, the CONSULTANT will leverage knowledge and data from previous study and design efforts for the bridge.

### 4.1. Future Land Use

The CONSULTANT will coordinate with CITY to ascertain the planned land use surrounding the bridge to determine key functional and or bridge location requirements that will be used to develop concepts to meet these needs in Task 6.

For the Post St. Bridge, it is anticipated that the CONSULTANT will review the CITY's current and in-progress Comprehensive Plan documentation and coordinate with the CITY planning department to ascertain planned land use elements that may influence the bridge functional requirements.

#### ***Task 4.1 Assumptions:***

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- ✦ Planning documentation is available from the CITY in electronic format.

#### ***Task 4.1 Deliverables:***

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- ✦ Future Land Use memorandum (.pdf electronic format)

### 4.2. Utilities and Stormwater

The CONSULTANT will coordinate with CITY and private utility providers to ascertain the existing and planned facilities that utilize the Post Street Bridge for crossing the river. It is anticipated that the following utilities may require coordination:

- City of Spokane Water and Wastewater – Water, Sewer Facilities
- Qwest Communications / CenturyLink, City of Spokane - Communications
- Comcast - Communications
- Avista Utilities – Power / Gas

The CONSULTANT will review existing storm water management facilities for the Post Street Bridge and approaches contributory areas and identify and understand deficiencies that will need to be addressed in Task 6.



#### ***Task 4.2 Deliverables:***

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- ✦ Utilities and Stormwater memorandum (.pdf electronic format)

### **4.3. Transportation Needs**

The CONSULTANT will coordinate with CITY to ascertain the current and future multi-modal transportation needs for the Post Street Bridge and approaches. The CONSULTANT will determine the range of vehicles that will drive the bridge structural design, and the mix of multi-modal access to be provided for the bridge that will drive the bridge deck width and configuration. The CONSULTANT will consider ADA guidelines and access requirements.

#### ***Task 4.3 Assumptions:***

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- ✦ No traffic analyses will be required to determine future needs for the bridge.

#### ***Task 4.3 Deliverables:***

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- ✦ Transportation Needs memorandum (.pdf electronic format)

### **4.4. Urban Context**

The CONSULTANT will coordinate with CITY to ascertain bridge visual and aesthetic elements to provide input for bridge concepts developed in Task 6. The goal will be to determine how the bridge will fit into its environmental surroundings, both from the perspectives of viewers looking at the bridge, and viewers' experiences while on the bridge.

#### ***Task 4.4 Deliverables:***

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- ✦ Urban Context memorandum (.pdf electronic format)

### **4.5. Preliminary River Water Surface Elevations**

The CONSULTANT will identify preliminary water surface elevation data to support preparation of the bridge concepts, including:

- Collect and review available existing water surface elevation data for the purpose of defining the minimum bridge soffit elevation to satisfy floodway freeboard requirements, as prescribed in the WSDOT Bridge Design Manual.
- Identify ordinary high water, 100-year flood, and 500-year flood water surface elevations.
- Summarize subsequent hydraulics studies or evaluations needed to support subsequent phases of project development.

#### ***Task 4.5 Assumptions:***

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Minimum soffit height will not be controlled by flood elevations, and no hydraulic modeling is anticipated.

#### ***Task 4.5 Deliverables:***

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- ✦ Preliminary Hydraulic Conditions Memorandum

## **5. CONCEPT DEVELOPMENT AND EVALUATION**

### **5.1. Data Collection/Review**

The CONSULTANT will conduct a field review of the structure, including observation of the overall condition of the bridge and observation of utilities and site constraints that may affect development. The CONSULTANT will assemble and review the data needed to perform the structure design including:

- Pedestrian survey of the bridge site
- Review available site survey and geotechnical data
- Review as-built plans for existing structures, provided by the CITY
- Review existing inspection reports, maps, utilities, plans, and other pertinent data

### **5.2. Design Criteria**

The CONSULTANT will prepare preliminary structural design criteria in accordance with applicable and current (as of execution of this agreement) AASHTO, WSDOT, and CITY codes and standards.

#### ***Task 5.2 Deliverables:***

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- ✦ Preliminary Structures Design Criteria (.pdf electronic format)

### **5.3. Preliminary Bridge Concepts**

The CONSULTANT will identify and develop bridge concepts that meet the project needs as identified and described in the Task 5 deliverables. Concepts will address alignments, ties to existing streets, non-motorized accommodations, vehicular accommodations, maintenance and access accommodations, aesthetics, utilities accommodations, and other key factors.

The CONSULTANT will identify initial alternative bridge concepts that will be screened with CITY input to develop a shortlist of preliminary concepts. The CONSULTANT will hold a half-day workshop with the CITY and key stakeholder agencies to brainstorm and evaluate bridge concept alternatives. The intent of the workshop is to narrow the range of structure alternatives and construction sequencing alternatives to a maximum of two (2) for further

analysis in Concept Design. The workshop will be attended by three (3) CONSULTANT staff.

The CONSULTANT will prepare the agenda, prepare exhibits (sketches) of bridge concepts, and will prepare meeting notes summarizing the workshop. It is assumed that the CITY will arrange for the meeting space, scheduling, and meeting logistics for attendees.

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***Task 5.3 Assumptions:***

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- ✦ For the Post Street Bridge, bridge rehabilitation concepts will NOT be considered, except for consideration of reusing the existing concrete arches for non-load-carrying purposes.
- ✦ The shortlisted preliminary bridge concepts will be developed as sketches, and with lines on existing mapping or photographs.

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***Task 5.3 Deliverables:***

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- ✦ Workshop agenda, meeting materials, and meeting minutes (.pdf electronic format)
- ✦ Preliminary Bridge Option Concept Sketches (up to ten sketches) (.pdf electronic format)

## **5.4. Conceptual Design Development and Evaluation**

Subsequent to reviewing the preliminary bridge concepts with the CITY and stakeholders, the CONSULTANT will perform design development analyses to better define the top two viable alternatives for the bridge. The concept development will include identification and evaluation of the range of suitable structure sizes and types that accomplish the CITY's goals for the aesthetic character.

This work will consist of the following:

- Perform technical analyses and structural studies to develop feasible replacement concepts.
- Identify pros and cons for each alternative and potential constraints from a structural and constructability perspective.
- Develop comparative-level cost estimates for the major cost elements of each alternative.
- Develop preliminary construction staging/sequencing concepts.
- Prepare concept sketches of bridge concepts.

The CONSULTANT will review the top two concept design options and identify a preferred solution. The CONSULTANT will base this analysis on a qualitative evaluation process using screening criteria as agreed to by the CITY. Screening criteria will include constructability, maintenance and inspection, durability, aesthetics, structural behavior, and

comparative cost. The CONSULTANT will work to achieve concurrence with the CITY and validate the preferred solutions.

CITY-recommended refinements to the preferred solutions will be documented and addressed in the Task 7 preliminary designs of each preferred solution.

The CONSULTANT will prepare a Concept Design Development Memorandum that summarizes the key form and functional requirements, key constraints, concept options (including comparative costs, pros, cons, issues), and evaluation process.

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***Task 5.4 Assumptions:***

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- ✦ The preliminary bridge concepts will be developed as sketches, and with lines on existing mapping or photographs.

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***Task 5.4 Deliverables:***

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- ✦ Preliminary Bridge Option Concept Sketches (.pdf electronic format)
- ✦ Comparative Cost Estimates
- ✦ Comparative Issues Analysis
- ✦ Bridge Concept Design Development Memorandum

## **5.5. Discipline Coordination**

CONSULTANT will coordinate development of the bridge design with applicable disciplines as follows:

- **Geotechnical Coordination.** Coordinate with the geotechnical engineer for establishing preliminary design criteria for soil loads and foundations, identification of viable foundation types, and selection of preferred foundations types for the bridge.
- **Hydraulics Coordination.** Coordinate with the hydraulics engineer for establishing preliminary design Spokane River water surface elevations.
- **Environmental Coordination.** Coordinate with the environmental task lead to identify environmental issues and related impacts to bridge design and construction.
- **Roadway/Civil Coordination.** Coordinate with the roadway and civil design engineers for establishing design criteria and constraints related to roadway geometry, drainage, construction staging, utilities, surveying and base mapping, and right-of-way impacts.

## **5.6. QA/QC Review**

Perform Quality Assurance/Quality Control (QA/QC) reviews of the conceptual bridge design. Review project design criteria, geotechnical recommendations, and conceptual bridge layouts to provide conformity with the project requirements. Review the comparative-level estimates and concept design development memorandum. Provide written review comments and coordinate resolution of review comments with the designer.

## 6. TYPE, SIZE AND LOCATION (TS&L) REPORT

### 6.1. Preliminary Design

The CONSULTANT will perform preliminary structure analysis and design for the recommended solution for the Post Street Bridge. The preliminary design will include:

- Definition of approximate geometric requirements, such as foundation sizes and locations, span lengths, wall lengths, and structure depths.
- Structure layouts (including plan, elevation and typical sections) to a preliminary level of design to be used as a basis for final design and permitting.
- Develop a preliminary structures cost estimate.

#### ***Task 6.1 Deliverables:***

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- ✦ Preliminary Layouts
- ✦ Preliminary Cost Estimate

### 6.2. DRAFT and FINAL TS&L Report

The CONSULTANT will document the process and findings of the study in a DRAFT Type, Size, and Location (TS&L) Report. The TS&L report will be prepared to comply with the current (as of execution of this agreement) WSDOT Bridge Design Manual guidelines and will include the following elements:

1. Introduction and Purpose
2. Project Description
3. Summary of Stakeholder and Public Outreach
4. Approach
5. Structural Studies
  - 5.1. Geometric Constraints and Layout Considerations
  - 5.2. Options Considered
  - 5.3. Bridge Foundations
  - 5.4. Comparison of Options
6. Summary of NEPA Environmental Documentation
7. Conclusions and Recommendations

The CONSULTANT will submit the DRAFT TS&L Report to the CITY for review. The CONSULTANT will make refinements based on CITY comments, and develop the FINAL TS&L Report.

### ***Task 6.2 Assumptions:***

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- ✦ CITY comments to be provided in a consolidated table or redline format.

### ***Task 6.2 Deliverables:***

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- ✦ Draft TS&L Report (5 Hard Copies, .pdf electronic format)
- ✦ Final TS&L Report (5 Signed Hard Copies, .pdf electronic format)

## **6.3. Bridge Visualizations**

The CONSULTANT will identify approximately 3 “key views” of the Post Street Bridge and its surroundings from vantage points where the architectural aspects of the bridge are clearly visible from nearby public spaces, recreational areas, and/or roadways. Photographs will be taken from these vantage points to display the bridge, with perspectives from above, below, and roughly level with the bridge deck. One key view will be selected to develop before and after bridge visualizations for the recommended solution for the bridge. Computer simulations of recommended bridge solutions will be overlaid on to the photograph. Photographs of the existing bridge will be presented to the CITY to choose an agreed-upon perspective of the bridge for the simulations.

### ***Task 6.3 Deliverables:***

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- ✦ Photographs from identified key views
- ✦ Air photo based figure showing key view locations and perspectives (.pdf electronic format, 8/5”x11”)
- ✦ One Bridge Visualization Simulation (.pdf electronic format, 8/5”x11”)

## **6.4 QA/QC Review**

Perform Quality Assurance/Quality Control (QA/QC) reviews of the preliminary bridge design. Review preliminary bridge layouts and draft TS&L report to provide conformity with the project requirements. Perform a check of the structural calculations and preliminary cost estimate as well as a constructability check of the concepts developed. Provide written review comments and coordinate resolution of review comments with the designer.

## **7. ENVIRONMENTAL DOCUMENTATION**

For the planned improvements to the Post Street Bridge, the CONSULTANT will conduct the environmental evaluation and documentation required under the National Environmental Policy Act (NEPA) and the environmental evaluation and documentation required under the State Environmental Policy Act (SEPA).

To the extent practicable, the CONSULTANT will leverage knowledge and documentation from previous environmental documentation efforts for the Post Street Bridge as provided by the CITY.

## 7.1. NEPA Environmental Classification Summary

The CONSULTANT will develop the NEPA Environmental Classification Summary (ECS) for the planned improvements to the Post St. Bridge. The Local Agency Environmental Classification Summary (ECS), which will be submitted by the CITY to the Highways and Local Programs Division of the Washington State Department of Transportation (WSDOT), where it will be reviewed and approved before going to Federal Highways Administration (FHWA) for review and final approval. The ECS will include a project description, purpose and need for the project, and address environmental elements per the *Local Programs Environmental Classification Summary Guidebook* (Washington State Department of Transportation, Highways and Local Programs Division, June, 2014).

Reference/supporting reports (prepared by CONSULTANT) will be attached to the ECS to document compliance with environmental issues. Reference/supporting reports (prepared by CONSULTANT or others as described below) will be attached to the ECS to document compliance with environmental issues. A meeting or discussion will take place with WSDOT that will verify the NEPA/SEPA requirements, and identify which environmental resources will require analysis and supporting documentation.

NEPA coordination and approvals will be needed from the following agencies:

### NEPA Approvals

Approval	Agencies
Section 106 Approval	Washington State Department of Archeological and Historical Preservation (DAHP), local tribes, local historical offices
Section 4(f) Approval, Section 6(f) Approval	Washington State Department of Transportation (WSDOT), Federal Highways Administration (FHWA), City of Spokane Parks Department, and for Section 6(f), the Washington State Department of Parks and Recreation.
Section 7 Approval	United States Fish and Wildlife Service (USFWS)
Hazardous Materials Approval	WSDOT and FHWA
Aesthetics Analysis	WSDOT and FHWA

### ***Task 7.1 Deliverables:***

- ✦ Draft and Final ECS Document (5 hard copies, .pdf electronic copy)

#### **7.1.1. Section 106/Cultural Resources Assessment**

CONSULTANT will perform the following cultural resources activities in compliance with Section 106 of the National Historic Preservation Act of 1966 (as amended):

- **Area of Potential Effect:** CONSULTANT will identify the Area of Potential Effect (APE) and prepare a map/figure.



- **Tribal Site Meeting:** Work includes one site meeting with Spokane Tribes' cultural resources staff (should it be requested); the meeting would take place after the APE is submitted to the Tribes and the purpose of the meeting would be to explain the project, to look at the APE boundary, to discuss the Section 106 process, and to solicit tribal input.
- **Notification and Initiation of Section 106 Consultation:** CONSULTANT will write the notification letter that will be sent to WSDOT from the CITY requesting approval of the APE from Washington State Department of Archeology and Historic Preservation (DAHP) and the tribes, and providing notice for initiation of the consultation process with the tribes. WSDOT will forward the initiation of Section 106 consultation to FHWA for review and approval before WSDOT mails out to the tribes.
- **Records Search:** Conduct a records search of DAHP's website (WISSARD) to identify known archeological and historical findings and features.
- **Field Survey:** A reconnaissance archaeological field survey (field observations of surface areas) of the bridge will occur by an archeologist. No shovel testing or subsurface testing will occur at the Post Street Bridge based on tribal coordination that occurred during the preparation of the *Post Street Bridge Cultural Resources Report*, December, 2005. A Spokane tribal representative agreed that it was unlikely to discover artifacts because the project site is mostly covered with impervious surfaces (streets, sidewalks, bridge) and exploration of the gorge would be too dangerous because of the steep, rocky cliffs that are on both sides of the river. If subsurface testing is required, a scope of work and budget adjustment by written amendment to the agreement between CONSULTANT and CITY will be necessary.
- **Historical Evaluation:** Verify current status of historic properties contained within the project area. This work includes Inventory Form preparation for the existing Post Street Bridge, which is over 50 years old. Work also includes preparation of three more additional forms (should they be needed) and if additional historical buildings or structures are found, they will also be recorded and documented on Historic Inventory Forms, evaluated for National Register of Historic Places eligibility [NRHP-eligible historic properties become Section 4(f) properties]. Such additional effort would require a scope of work and budget adjustment by written amendment to the agreement between THE CONSULTANT and CITY.
- **Cultural Resources Report:** Prepare a draft and final Cultural Resources Report.
- **Coordination with Section 4(f) Evaluation:** Review the Draft Section 4(f) Evaluation prepared under Task 4.1.2 and recommend revisions, as appropriate, based on the results of the field verification, so that historical information in the Section 4(f) Evaluation is consistent with the historical information in the Cultural Resources Report.

#### ***Task 7.1.1 Deliverables:***

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- ✦ Draft and final APE approval and Section 106 initiation consultation letter
- ✦ Minutes of meetings (as necessary)
- ✦ Draft and final Cultural Resources Report; final will be attached to the ECS



### **7.1.2. Section 4(f) Evaluation**

The CONSULTANT will prepare the Section 4(f) Evaluation, which will address anticipated impacts to recreational and park lands (including the Centennial Trail, Veterans Park and Riverfront Park), and historic sites relevant to the Post Street Bridge project. As part of this analysis, the parkland boundaries will be identified from available records.

It is assumed that a de minimis determination will be possible. Impacts to the park during construction (temporary impacts) will be described in the Section 4(f) Evaluation. Permanent impacts to parkland and mitigation measures will be described that will show that parks features, attributes, and functions are maintained during and after construction to the same extent as before the bridge replacement project. Determinations will be made of the parkland acreage that would be disturbed temporarily and permanently, the reasons why the selected alternative is the most prudent and feasible, and mitigations proposed to compensate for loss of parkland for right-of-way purposes.

The Section 4(f) Evaluation for the project will include two meetings involving CONSULTANT and City of Spokane Parks and Recreation. The first meeting will be to present the selected bridge replacement alternative, the reasons for its selection, and to solicit input on Section 4(f) mitigation measures. The potential for impact on any 6(f) properties will be discussed and 6(f) properties identified. The second meeting will be to reach mutual agreement on the Section 4(f), and if applicable, 6(f) mitigation measures as described in the Section 4(f) evaluation. The CONSULTANT will draft a letter to be signed by City Parks agreeing to these Section 4(f), and if applicable, 6(f) mitigation measures for both temporary and permanent impacts. Obtaining 6(f) approvals from state and federal agencies are not in this scope of work, but can be included (with additional scope and fee) once the extent of the 6(f) impacts are known and the steps for obtaining 6(f) approvals are identified.

#### ***Task 7.1.2 Deliverables:***

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- ✦ Draft and final of Section 4(f) de minimis evaluation that is relevant to the Post Street Bridge project; final will be attached to the ECS
- ✦ Meeting minutes, as necessary
- ✦ Draft and final letter for City Parks to sign, agreeing with Section 4(f) conclusions. Final will be attached to the ECS

### **7.1.3. Biological Evaluation**

The CONSULTANT will conduct a Section 7 biological evaluation.

Because it is anticipated that the construction will continue outside of the approved fish work window on the Spokane River, a mitigation plan and agreement for the protection of aquatic species (e.g., red-band trout) will be prepared for Washington State Department of Fish and Wildlife (WDFW). This scope of work includes two joint meetings with WDFW, USFWS, CITY, and CONSULTANT. The first meeting will be to learn expectations of the permitting agencies that should be addressed in the mitigation plan, and the second

meeting is to discuss the mitigation plan and compensatory mitigation proposed for the project.

The CONSULTANT will obtain updated species listings for plants and animals from USFWS and WDFW. If additional species of concern are identified as likely to be within the project area, a biological survey would need to be conducted to determine their presence within the project site, and this would require a scope of work and budget adjustment by written amendment to the agreement between CONSULTANT and CITY.

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***Task 7.1.3 Deliverables:***

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- ✦ Species listings, to be attached to the ECS
- ✦ Draft and final Mitigation Plan to WDFW with compensatory mitigation proposed (does not need to be attached to ECS because it is not a NEPA requirement)

**7.1.4. Hazardous Materials**

The CONSULTANT will prepare a hazardous materials evaluation of the properties adjacent to the bridge right-of-way to determine the potential for encountering hazardous materials sites during construction of the replacement bridge. A record search will be conducted on Ecology's website. The findings of this evaluation will be presented in a hazardous materials technical memorandum.

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***Task 7.1.4 Deliverables:***

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- ✦ Draft and final technical memorandum summarizing hazardous materials evaluation; final will be attached to ECS

**7.1.5. Sole Source Aquifer Checklist**

The CONSULTANT will prepare the Environmental Protection Agency (EPA) Environmental Checklist for a sole source aquifer, and submit to EPA for project approval.

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***Task 7.1.5 Deliverables:***

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- ✦ EPA Environmental Checklist and response letter

**7.1.6. Aesthetics Analysis and Report**

The CONSULTANT will prepare an Aesthetics Analysis of the bridge and prepare an Aesthetics Evaluation Report. Information gathered in Task 5.4 and visual simulations in Task 7.3 will support this analysis and report.

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***Task 7.1.6 Deliverables:***

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Draft and final Aesthetics Evaluation Report and a summary on visual quality in the ECS.

## **7.2. Prepare SEPA Environmental Checklist**

The CONSULTANT will prepare a draft and final SEPA Environmental Checklist for the Post Street Bridge project. Information gathered from the ECS will be incorporated and/or referenced as attached documents to the SEPA Environmental Checklist. A draft SEPA Environmental Checklist will be submitted to CITY for review and revised as appropriate.

### ***Task 7.2 Deliverables:***

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- ✦ Draft and final SEPA Environmental Checklists

### ***Task 7 Assumptions:***

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- ✦ Public involvement with any other stakeholder groups, agencies, organizations or businesses is assumed to be limited to participation in the formal public meetings mandated as part of the permitting process. It is assumed that no public meeting will be required for shorelines permitting, and that the shorelines permit can be issued administratively by the Planning Department.
- ✦ The Local Agency ECS will result in a Documented Categorical Exclusion (DCE) for NEPA and a Determination of Non-significance (DNS) for SEPA. Therefore, there will be no need for a NEPA Environmental Assessment (EA) or for either a NEPA or SEPA Environmental Impact Statement (EIS).
- ✦ CITY will provide mapping, transportation data and other information that might be required to complete the ECS and supporting discipline reports and SEPA Environmental Checklist.
- ✦ WSDOT will lead consultations with the tribes and other state and federal governmental agencies. If the tribes become involved during the cultural resources field survey or require reimbursement for services, reimbursement of tribal services are not included in this scope of work and will be paid directly by CITY.
- ✦ Application of Critical Areas Ordinance will be brief. This will include discussions on the aquifer, geological hazardous areas, habitat management, and wetlands. There will not be any need for any special survey, study, analysis, or reports for any of these critical areas.
- ✦ The Section 4(f) evaluation will not need to address Section 6(f) properties. If Section 6(f) properties are identified that will experience temporary or permanent impacts, pursuit of the agency approvals to use these properties are outside of this scope of work.
- ✦ A de minimis determination for Section 4(f) can be reached and agreed upon by State and CITY Parks managers for the project.
- ✦ A de minimis determination can be achieved without additional meetings or document preparation, which would be outside of this scope of work.
- ✦ The CONSULTANT is not required to prepare documents or attend meetings with Washington State Parks Lands Council to discuss Section 4(f) or right-of-way issues.

- ✦ A Biological Assessment for protected species and habitats under the jurisdiction of U.S. Fish & Wildlife Service will not be necessary because these projects are outside of the protected area designated for potential Bull Trout habitat or other known protected species.
- ✦ In-river aquatic impacts in addition to wetland impacts will need to be evaluated and mitigation measures recommended.
- ✦ Compensatory mitigation will be acceptable by fish and wildlife regulatory agencies and no “mitigation site projects” will be implemented as part of this project. All mitigation fees will be paid by CITY and is not included in this scope of work.
- ✦ The project scope and budget currently do not include any special evaluations or analyses for fish protection, such as a site-specific noise analysis.
- ✦ Wetlands documentation (inventory, delineation and wetlands mitigation) are not required for this project.
- ✦ There are no Bald Eagle nests in the project vicinity (within one quarter mile).
- ✦ No hot spot or noise analyses will be needed for the Post St. Bridge.
- ✦ A Phase I or Phase II Environmental Site Assessment is not needed nor included under this scope of work.
- ✦
- ✦ An asbestos survey will be conducted by WSDOT and report findings referenced in the ECS. It is assumed that associated fees would be paid directly by CITY.
- ✦ Information from Section 5.4 will be used to provide information for the Aesthetics Report and the ECS.
- ✦ Because minority and low-income residences are not anticipated to be found in the project area, a review of the local school-assisted lunch program is not necessary for the environmental justice demographic research.
- ✦ The Post Street Bridge project will not result in any impacts that are adverse to environmental justice populations and this environmental review will not require a special environmental justice study or evaluation.
- ✦ There is no need for JARPA or SEPA permitting for geotechnical investigations for the Post Street Bridge, and this permitting is not included in this scope of work.
- ✦ The schedule assumes CITY will provide 1-week reviews for all deliverables.
- ✦ The schedule assumes that WSDOT and FHWA will provide 3 to 4 week reviews for all deliverables.
- ✦ JARPA-related documentation and permitting is not included in this scope of work.
- ✦ Other permits needed for the bridge replacement project including building, clearing and grading, and public right-of-way are assumed to be the responsibility of CITY. An NPDES General Permit for Construction is assumed to be the responsibility of the bridge contractor.

## 8. RIVER HYDRAULICS (OPTIONAL)

CH2M HILL will perform the following hydraulic evaluations to support environmental documentation for the Post Street Bridge project. It is anticipated that this work will be required

if a bridge improvement option is selected that includes permanent structural components in the Spokane River floodplain.

The work will be performed upon written authorization from the City.

### **8.1 Data Collection and Site Visit**

CH2M HILL will conduct a review of available information provided by the City. This information should include bridge drawings, aerial photos, topography maps, and data from maintenance files. Review will also include previous hydraulic studies in the vicinity of the project site, as well as FEMA mapping and Flood Insurance Studies (FIS) for the project area.

CH2M HILL will conduct a site inspection/investigation. Observations will be recorded for the following:

- Lateral channel stability- note any signs of stream migration that could affect stability for piers, bents or abutments, consistent with an FHWA HEC-20 Level 1 analysis.
- Manning's "n" value for the main channel and overbank areas. Document with color photographs.
- Hydraulic controls from channel constrictions, dams, etc.
- Apparent or observed high-water marks.
- Evidence of debris.

### **8.2 Hydraulics Analysis**

CH2M HILL will use the current FIS to develop the 10-year, 50-year, 100-year, and 500-year flows for the hydraulic model.

CH2M HILL will develop hydraulic models, using the Hydrologic Engineering Center – River Analysis System (HEC-RAS) computer model and the previously-collected survey data for existing and proposed bridges. This work will include:

- Model the existing bridge. The bridge location is in a Zone "A" designated area by FEMA, and no detailed modeling or established base flood elevations exist. The existing conditions model will be developed based on standard practices and results will be compared to observations made during the site visit to ensure that the model results are reasonable.
- Model the "natural conditions" with no bridge or roadway.
- Calculate backwater against "natural conditions" for the existing and proposed bridges for floods stated above.
- If water overtops the roadway/bridge before the 500-year flood peak, the overtopping flood and frequency must be determined.
- Coordinate with the roadway designer, bridge designer, and the foundation designer and refine hydraulic model if warranted.

### 8.3 Hydraulics Report

CH2M HILL will prepare Draft and Final reports in accordance with WSDOT guidelines.

CH2M HILL will provide support and documentation necessary to obtain local floodplain permits.

This scope of work assumes that a FEMA-format “no-rise” certification for construction within a regulatory floodway and accompanying documentation is not applicable.

### 8.4 Hydraulics Quality Assurance/Quality Control

CH2M HILL will perform a complete Quality Assurance/Quality Control (QA/QC) check of the work product/report. Either a check of the calculations or an independent analysis will be performed as deemed necessary. Checks will be made of all computer program input and the accurate use of the results. Upon completion of the QA/QC check, the original designer will incorporate revisions with confirmation.

#### ***Task 8 Deliverables:***

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- ✦ Preliminary and Final Hydraulics Report (.pdf format)

#### **GENERAL SCOPE ASSUMPTIONS:**

1. The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.
2. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
3. CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
4. CITY will pay for any permitting fees.
5. CONSULTANT assumes no responsibility for any delays in the permitting process.

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

Electronic file transmission will adhere to the following standards and formats for this project:

- Roadway Design Files: AutoCAD Civil 3D 2012
- Computer Aided Drafting Files: AutoCAD 2013

All other electronic submittal documents will be provided in .pdf format.

## **Exhibit D-2**

### **Payment (Cost Plus a Fixed Fee)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
  - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
  - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.



Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**City of Spokane - Post Street Bridge Type, Size and Location Study**

**Exhibit E-1: Fee Determination Summary**

**CH2M HILL**

<b>Employee or Category</b>	<b>Hrs.</b>	<b>x</b>	<b>\$</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal In Charge	8		\$	83.75		\$670.00
Project Manager	198		\$	60.98		\$12,074.04
Senior QC Engineer	140		\$	74.13		\$10,378.20
Lead Bridge Engineer	292		\$	66.75		\$19,491.00
Bridge Structural Engineer	270		\$	52.35		\$14,134.50
Bridge Architect	36		\$	57.57		\$2,072.52
Senior Civil/Transportation/Hydraulic Engineer	130		\$	56.57		\$7,354.10
Civil/Transportation/Hydraulic Engineer	148		\$	40.23		\$5,954.04
Lead Geotechnical Engineer	20		\$	67.35		\$1,347.00
Lead Geologist	40		\$	45.90		\$1,836.00
Lead Environmental Scientist	248		\$	61.07		\$15,145.36
Senior Biologist / Scientist / Planner / Historian	120		\$	53.37		\$6,404.40
Project Archaeologist	84		\$	30.72		\$2,580.48
Senior CADD Designer/Technician	264		\$	39.88		\$10,528.32
Junior CADD Designer/Technician	102		\$	20.62		\$2,103.24
Pubs/Edit/Graphic Tech	110		\$	43.82		\$4,820.20
Project Accountant / Controls / Procurement	80		\$	36.14		\$2,891.20
Project Administrative	120		\$	27.20		\$3,264.00
Health and Safety Lead	4		\$	56.42		\$225.68
<b>Total Hrs.</b>	<b>2414</b>					<b>\$123,274.28</b>

**Direct Labor Cost** **\$123,274.28**

**Direct Labor Escalation Cost (estimated)**

2015 (75% Labor) 4.0% **\$3,698.23**

**Total Direct Labor Cost** **\$126,972.51**

**Overhead Cost @ 107.07% of Direct Labor** **\$135,949.46**

**Fixed Fee @ 30.0% of Direct Labor** **\$38,091.75**

**Total Overhead & Fixed Fee Cost** **\$174,041.22**

**Total Direct Labor Cost** **\$301,013.73**

**Reimburseables**

	<b>No.</b>	<b>Each</b>	<b>Cost</b>
Reprographics	23	\$60	\$1,380.00
Mail/Deliveries/etc.	18	\$35	\$630.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	9 days @	\$75 /day	\$600.00
Lodging	8 days @	\$130 /day	\$910.00
Transport (airfare, train, etc)	8	\$375 /Trip	\$2,625.00
Parking	7	\$15 /day	\$105.00
Per Diem	6 days @	\$150 /day	\$900.00
UBIV Rental	0	\$2,000 /day	\$0.00
Project Communications Services	1	\$43,386	\$43,386.00

**\$50,536.00**

**Subcontracts**

Ben Gerwick, Inc.

**Cost**  
\$34,152.32

**\$34,152.32**

**Subtotal**

**\$34,152.32**

**\$84,688.32**

**Total\* (rounded)** **\$385,702**

\*Note: This is the total, including all tasks. See next page for split out of "Optional" tasks.

**City of Spokane - Post Street Bridge Type, Size and Location Study**  
**Exhibit E-1: Fee Determination Summary**

Task		CH2M HILL Hours	CH2M HILL Labor	Subcontracts	Reimburseables	Overall Total
1.0	Project Management and Coordination	326	\$41,438	\$0	\$140	\$41,578
2.0	Stakeholder Coordination & Public Outreach	202	\$26,630	\$0	\$48,936	\$75,566
3.0	Geotechnical Investigations and Review	108	\$14,268	\$0	\$135	\$14,403
4.0	Planning and Coordination	268	\$30,337	\$0	\$130	\$30,467
5.0	Concept Development and Evaluation	278	\$38,565	\$19,225	\$200	\$57,990
6.0	Type, Size and Location (TS&L) Report	600	\$75,024	\$14,928	\$200	\$90,152
7.0	Environmental Documentation	542	\$65,330	\$0	\$200	\$65,530
Total (Tasks 1-7)		2324	\$291,592	\$34,152	\$49,941	\$375,686
8.0	River Hydraulics (Optional)	90	\$9,421	\$0	\$595	\$10,016
Total (Including Optional Task 8)		2414	\$301,014	\$34,152	\$50,536	\$385,702

# EXHIBIT F

## CH2M HILL, INC. (A Wholly Owned Subsidiary of CH2M HILL Companies, Ltd.)

### Schedule of Federal Acquisition Regulation Compliant Indirect Cost Rate

#### CH2M HILL Home Office Indirect Rate

Year ended December 31, 2013

	General ledger	Adjustments	Total claimed	Comments
Payroll taxes and fringe benefits:				
Payroll taxes	\$ 34,192,431	(363,148)	33,829,283	13, 14
Vacation, holiday, and sick pay	53,049,863	(22,561)	53,027,302	1, 14
Group insurance and miscellaneous	35,674,260	(417,256)	35,257,004	1, 2, 3, 14
Pension plan	3,363,960	446,411	3,810,371	3, 14
	<u>126,280,514</u>	<u>(356,554)</u>	<u>125,923,960</u>	
General and administrative expenses:				
Indirect salaries	148,633,210	(23,520)	148,609,690	11, 14
Incentive and retirement pay	29,336,999	(4,818,021)	24,518,978	3, 8, 14, 15, 20
Buildings and equipment	99,978,872	4,303,413	104,282,285	4, 5, 11, 14, 16
Taxes, licenses, and insurance	57,485,224	(43,771,906)	13,713,318	1, 3, 11, 12, 13, 14
Professional services	(16,489,147)	(1,791,174)	(18,280,321)	1, 5, 11, 12, 14
Travel and subsistence	11,673,840	(3,368,780)	8,305,060	1, 11, 14
Office supplies	10,902,939	2,686,157	13,589,096	1, 11, 14
Professional education	3,425,776	(1,123,659)	2,302,117	1, 11, 14
Recruiting costs	1,597,064	2,442,424	4,039,488	1, 14, 18
Printing and computers	1,462,624	—	1,462,624	14
Home office and intermediate allocations	(91,331,683)	(72,203,265)	(163,534,948)	1, 5, 6, 7, 9, 10, 14, 16, 17, 19
	<u>256,675,718</u>	<u>(117,668,331)</u>	<u>139,007,387</u>	
Total indirect expenses	\$ <u>382,956,232</u>	<u>(118,024,885)</u>	<u>264,931,347</u>	
Direct labor costs (base)	248,120,078	24,852	\$ 248,144,930	11
Indirect cost rate			106.8%	
Facilities capital cost of money rate (note 9)			0.267%	21

#### Comments:

1. Unallowable costs removed per the Federal Acquisition Regulations (FAR) Part 31.
2. Post-retirement benefits adjustments per the FAR and the Cost Accounting Standards (CAS).
3. Pension and disability cost adjustments per the FAR and the CAS.
4. Adjustment to reverse amortization of deferred gain on sale of Denver office buildings. Costs are limited to the constructive costs of ownership.
5. Credit to offset overhead expenses with income/reimbursement received and remove overhead charges to affiliates, per FAR 31.201-5.
6. Holding company allocation from CH2M HILL Companies, Ltd.
7. Allocation from CH2M HILL Group Management Home Office.
8. Adjustment for FAR compensation limits.
9. Adjustment to remove unallowable/unclaimed projects.
10. Adjustment to remove fringe benefits allocated to unallowable/unclaimed projects.
11. Adjustment to reclassify overhead warranty costs to direct per CAS disclosure statement.
12. Adjustment to self-insured professional liability to align to projected average losses per CAS 416.
13. Adjustment of self-insured workers compensation costs to projected average loss per CAS 416.
14. Indirect costs are allocated between Field and Home Office.
15. Adjustment made to remove booked incentive compensation and replace with actual incentive compensation paid.
16. Adjustment of allocated occupancy costs based on actual usage.
17. Adjustment of allocated information technology costs based on actual usage.
18. Adjustment for Talent Acquisition Deployment Center (TADC) to be allocated through CH2M HILL Group Management Home Office.
19. Direct assigned costs from other CH2M HILL entities.
20. Adjustment to executive compensation based on American Association of State Highway and Transportation Officials (AASHTO) Guidelines.
21. Facilities capital cost of money rate is not applicable to the Field Office indirect cost rate.

See accompanying notes to Schedules of Federal Acquisition Regulation Compliant Indirect Cost Rates.

## Exhibit G

### Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Ben C. Gerwick, Inc. - Tasks 5 and 6 (Structural Engineering Support)

[illegible]

**Post Street Bridge - Type, Size, and Location Study TS&L  
Exhibit G-1: Fee Summary for Ben C. Gerwick, Inc.**

Task No    Task Description		GERWICK HOURS				Total Hours	EXPENSES							
		Principal	Designer	CADD Technician	Clerical		Printing	Misc.	Air Travel	Per Diem	Lodging	Car Rental	Total Expenses	
1	Project Management													
	Set-up, Invoicing, Progress Reports, Closeout	12			6	18	\$ 25						\$ 25	
	Subtotal	12	0	0	6	18	\$ 25	\$ -		\$ -	\$ -	\$ -	\$ 25	
2	Concept Development and Evaluation													
2.1	Design Criteria	4				4							\$ -	
2.2	Preliminary Bridge Concepts	10	0	0	0	10			\$ 200	\$ -	\$ -	\$ 50	\$ 250	
	Identify Concepts	4				4								
	Attend workshop (1 staff)	6				6			\$ 200			\$ 50	\$ 250	
2.3	Conceptional Design Development	32	20	8	0	60							\$ -	
	Technical Analysis of Alternatives	12	16			28								
	Comparative Level Estimates	8				8								
	Construction Staging/Sequencing Concepts	4				4								
	Concept Sketches		4	8		12								
	Assist with Concept Design Memorandum	8				8								
													\$ -	
	Subtotal	46	20	8	0	74	\$ -	\$ -		\$ -	\$ -	\$ 100	\$ 250	
3	Type, Size and Location (TS&L) Report													
3.1	Preliminary Design	32	32	10	0	74							\$ -	
	Supplemental Structural Engr/CAD	12	32	10		54								
	Technical Review	20				20								
													\$ -	
	Subtotal	32	32	10	0	74	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
TOTALS		90	52	18	6	166								\$ 275
Fully Loaded WSDOT-Approved Rates		\$231.56	\$190.32	\$142.74	\$95.16								\$33,877.32	
Labor Budget		\$20,840.40	\$9,896.64	\$2,569.32	\$570.96									
												Total	\$ 34,152	



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 24, 2014

Ben C. Gerwick, Inc.  
20 California Street, Suite 400  
San Francisco, CA 94111

Subject: Indirect Cost Rates (ICR) FYE 2013

Dear Mr. Ben Gerwick:

Transmitted herewith is the WSDOT Audit Office's memo of acceptance of your firm's FYE 2013 ICR. This approval is good until 180 days following your firm's FYE 2014 closing date and is good for all WSDOT agreements including Local Agency contracts. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erik K. Jonson'.

Erik K. Jonson  
Manager, Consultant Services Office

EKJ:kal





July 17, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager **MR**

SUBJECT: Ben C. Gerwick, Inc. Indirect Cost Rate for fiscal year end  
December 31, 2013

We accept the audit work performed by Marcum LLP related to Ben C. Gerwick's Indirect Cost Rate for the above referenced fiscal year. Marcum audited the Ben C. Gerwick indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the Ben G. Gerwick Indirect Cost Rate for fiscal year ending December 31, 2013 at 187.20% of direct labor (rate includes .13% facilities capital cost of money).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at [roachma@wsdot.wa.gov](mailto:roachma@wsdot.wa.gov).

cc: Steve McKerney  
File

**BEN C. GERWICK, INC.**  
(A Majority-Owned Subsidiary of COWI North America)

**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS  
AND GENERAL OVERHEAD**

**FOR THE YEAR ENDED DECEMBER 31, 2013**

	General Ledger Balance	Direct Costs	Disallowed Costs	Proposed Company Wide	Overhead Rate*
<b>Direct Labor</b>	<u>\$ 3,142,755</u>	<u>\$ 3,142,755</u>	<u>\$ --</u>	<u>\$ 3,142,755</u>	<u>100.00 %</u>
<b>Indirect Costs</b>					
<b>Fringe Benefits</b>					
Employee benefits	\$ 717,804	\$ --	\$ --	\$ 717,804	
Retirement plan 401(k)	454,815	--	215,000 B	239,815	
Payroll taxes	396,753	--	--	396,753	
Performance bonus	<u>338,475</u>	<u>--</u>	<u>--</u>	<u>338,475</u>	
<b>Total Fringe Benefits</b>	<u>\$ 1,907,847</u>	<u>\$ --</u>	<u>\$ 215,000</u>	<u>\$ 1,692,847</u>	<u>53.87 %</u>
<b>General Overhead</b>					
Indirect labor	2,169,309	--	42,593 C	2,126,716	
Associate and subcontractor fees	1,134,459	1,134,459 A	--	--	
Travel	282,370	107,255 A	--	175,115	
Insurance	200,718	--	--	200,718	
Rent	581,725	--	--	581,725	
Office supplies and expense	141,769	772 A	--	140,997	
Legal and accounting	99,899	--	--	99,899	
Business taxes	56,367	--	--	56,367	
Telephone/Internet	236,003	122 A	--	235,881	
Delivery	10,867	2,435 A	--	8,432	
Depreciation and amortization	94,745	--	--	94,745	
Professional dues and licenses	47,967	8,244 A	--	39,723	
Equipment rental	84,918	--	--	84,918	
Professional publications	28,187	5,685 A	--	22,502	
Outside services	182,311	--	4,500 D	177,811	
Conferences and seminars	64,443	--	--	64,443	
Taxes (Federal)	187,205	--	187,205 E	--	
Taxes (State)	50,196	--	--	50,196	
Other	<u>(13,158)</u>	<u>6,700 A</u>	<u>(45,757) F</u>	<u>25,899</u>	
<b>Total General Overhead</b>	<u>5,640,300</u>	<u>1,265,672</u>	<u>188,541</u>	<u>4,186,087</u>	<u>133.20 %</u>
<b>Total Indirect Costs</b>	<u>7,548,147</u>	<u>1,265,672</u>	<u>403,541</u>	<u>5,878,934</u>	<u>187.07 %</u>
<b>FCCM</b>	<u>3,999</u>	<u>--</u>	<u>--</u>	<u>3,999</u>	<u>0.13 %</u>
<b>Total Indirect Costs with FCCM</b>	<u>\$ 7,552,146</u>	<u>\$ 1,265,672</u>	<u>\$ 403,541</u>	<u>\$ 5,882,933</u>	<u>187.20 %</u>

\* Overhead rates are calculated as percentages of direct labor cost.

*The accompanying notes are an integral part of this Statement.*

## **Exhibit H**

### **Title VI Assurances**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### **Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### **Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### **Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.



If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_

Local Agency City of Spokane

I hereby certify that I am Roger W. Flint and duly authorized representative of the firm of CH2M HILL, INC. whose address is 999 W. Riverside Avenue, Suite 500, Spokane, WA 99201 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of CITY OF SPOKANE, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): CH2M HILL, INC.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): CH2M HILL, INC.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Post St. Bridge TS&L Proposal \* are accurate, complete, and current as of \_\_\_\_\_. \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm CH2M HILL, INC.

Name \_\_\_\_\_

Title Vice President / Area Manager

Date of Execution\*\*\* \_\_\_\_\_

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**BRIEFING PAPER**  
**Public Works Committee**  
**Integrated Capital Management**  
**November 24, 2014**

---

**Subject**

Post Street Bridge – Type, Size, and Location Study. This item is to enter into Contractual agreement to conduct a Study of feasible options to replace the bridge to meet the goals and intents of the city.

**Background**

The Post Street Bridge, built in 1917 and widened in 1937, has significant deterioration which has impacted its load carrying capacity. Traffic revisions have reduced the vehicular loading on the bridge and increased the area subjected to pedestrian loads only.

In 2004 the City had initiated a design to remove the existing Post Street Bridge and replace it with a pedestrian bridge which would also allow for a necessary new sewer line to be placed and for redundancy to be addressed. While significant design work had been completed, the desire to maintain vehicle access has caused us to rethink our approach.

With the recent opening of the Centennial Trail west of the Post Street Bridge and the new construction of Huntington Park, which included creating a one-way Post Street to the north, the City Administration is committed to reconstructing the Post Street Bridge based on the one-way vehicle traffic, the significant amount of pedestrians accessing the bridge and the need to address the deteriorating conditions of the sewer pipe.

A Request for Qualifications (RFQ) was utilized for consultant selection for this study. All prior concepts and engineering work was provided with the RFQ. Two consultants submitted a Statement of Qualification, and CH2M Hill was selected by a review committee.

It is expected that a Type, Size and Location Study will primarily help the City identify the type of bridge required to fully support the multi-modal transportation needs a replacement bridge would need to provide, as well as future utility needs. An assessment of and recommendations on the alignment would also be deliverables from this study.

**Impact**

The Post Street Bridge has been the subject of several concept iterations. The fact remains that in its deteriorated state, the bridge does not serve the desired capacity, and needs to be updated to competently serve for both transportation and utility needs.

**Action**

Staff recommends approval of this Type, Size, and Location Study at a cost not to exceed \$400,000 including a Management Reserve Fund of \$24,314 (See attached budget breakdown).

**BRIEFING PAPER**  
**Public Works Committee**  
**Integrated Capital Management**  
**November 24, 2014**

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Post Street Bridge TS&L Study Budget		
Task	Description	Cost
1	Project Managemetn and Coordination	\$41,578
2	Stakeholder Coordination & Public Outreach	\$75,566
3	Geotechnical Investigations and Review	\$14,403
4	Planning and Coordination	\$30,467
5	Concept Development and Evaluation	\$57,990
6	Type, Size and Location (TS&L) Report	\$90,152
7	Environmental Documentation	\$65,530
	Subtotal:	\$375,686
8	River Hydraulics (Optional)	\$10,016
	Administrative Reserve	\$14,298
		\$24,314
	Total:	\$385,702



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

12/08/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	OPR 2014-0837
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2011076
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 14941
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - ARC ELECTRIC & LIGHTING CORPORATION		

Agenda Wording

Low Bid of Arc Electric & Lighting Corporation (Spokane, WA) for Francis Avenue from Division Street to East City Limits I.T.S. - \$648,366.00. An administrative reserve of \$64,836.60, which is 10% of the contract price, will be set aside.

Summary (Background)

On November 17, 2014 bids were opened for the above project. The low bid was from Arc Electric & Lighting Corporation in the amount of \$648,366.00, which is \$407,335.00 or 38.58% under the Engineer's Estimate; One other bid was received from Colvico, Inc. in the amount of \$877,696.00.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 713,202.60	#	3200 95034 95300 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	Public Works 10/13/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jhensley@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		mcash@spokanecity.org	
		mhughes@spokanecity.org	

**City Of Spokane**  
**Engineering Services Department**  
**\*\*\* Bid Tabulation \*\*\***

**Project Number:** 2011076

**Project Description** Francis Ave Division St to ECL ITS

**Original Date** 6/25/2014 1:06:23 PM

**Funding Source** Federal

**Update Date** 11/17/2014 1:37:51 PM

**Preparer** Gerald Okihara

**Addendum**

<b>Project Number: 2011076</b>			<b>Engineer's Estimate</b>		Arc Electric & Lighting Corporation		Colvico Inc			
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	500.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00	575.00	575.00	550.00	550.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,500.00	*****	2,875.00	*****	3,000.00	*****	0.00
105	MOBILIZATION	1 LS	*****	50,000.00	*****	15,000.00	*****	65,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	29,800.00	*****	79,000.00	*****	0.00
107	SEQUENTIAL ARROW SIGN	2500 HR	5.00	12,500.00	1.50	3,750.00	1.35	3,375.00	0.00	0.00
108	SHORING OR EXTRA EXCAVATION CL. A	1 LS	*****	2,000.00	*****	1,000.00	*****	1,500.00	*****	0.00
109	ESC LEAD	1 LS	*****	1,000.00	*****	1,000.00	*****	1,000.00	*****	0.00
110	INLET PROTECTION	1 EA	200.00	200.00	150.00	150.00	200.00	200.00	0.00	0.00
111	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	500.00	*****	1,200.00	*****	0.00
112	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	340,000.00	*****	210,870.00	*****	287,790.00	*****	0.00
113	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1 LS	*****	63,000.00	*****	45,730.00	*****	51,800.00	*****	0.00
114	CCTV SYSTEM ADDISON ST AND FRANCIS AVE	1 LS	*****	18,000.00	*****	7,105.00	*****	7,130.00	*****	0.00

<i>Project Number:</i> <b>2011076</b>			<i>Engineer's Estimate</i>		Arc Electric & Lighting Corporation		Colvico Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

*Schedule Description*

*Tax Classification*

*Schedule 01*

Public Street Improvement

115	CCTV SYSTEM FRANCIS AVE AND NEVADA ST	1 LS	*****	18,000.00	*****	7,260.00	*****	7,130.00	*****	0.00
116	CCTV SYSTEM NEVADA ST AND LYONS AVE	1 LS	*****	18,000.00	*****	7,305.00	*****	7,130.00	*****	0.00
117	CCTV SYSTEM CRESTLINE ST AND FRANCIS AVE	1 LS	*****	18,000.00	*****	7,500.00	*****	7,130.00	*****	0.00
118	CCTV SYSTEM FRANCIS AVE AND MARKET ST	1 LS	*****	18,000.00	*****	6,650.00	*****	7,130.00	*****	0.00
119	CCTV SYSTEM FRANCIS AVE AND FREYA ST	1 LS	*****	18,000.00	*****	7,020.00	*****	7,130.00	*****	0.00
120	PERMANENT VARIABLE MESSAGE SIGN NO.1	1 LS	*****	95,000.00	*****	79,655.00	*****	93,500.00	*****	0.00
121	PERMANENT VARIABLE MESSAGE SIGN NO.2	1 LS	*****	95,000.00	*****	80,500.00	*****	93,500.00	*****	0.00
122	VMS COMMISSIONING	1 LS	*****	12,000.00	*****	2,875.00	*****	1,500.00	*****	0.00
123	VMS CENTRAL CONTROL SOFTWARE	1 EST	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	0.00	0.00
124	SIGNING, PERMANENT	1 LS	*****	1,000.00	*****	1,800.00	*****	2,000.00	*****	0.00
125	CANTILEVER SIGN STRUCTURE NO. 1	1 LS	*****	90,000.00	*****	50,100.00	*****	59,750.00	*****	0.00
126	CANTILEVER SIGN STRUCTURE NO. 2	1 LS	*****	90,000.00	*****	48,845.00	*****	59,750.00	*****	0.00
127	REMOVING SIGN STRUCTURE SHAFT OBSTRUCTION	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00

*Schedule Totals*

1,055,701.00

648,366.00

877,696.00

0.00

*Project Number*            *2011076*            *Francis Ave Division St to ECL ITS*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	1,055,701.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,055,701.00
Arc Electric & Lighting	648,366.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	648,366.00
Colvico Inc	877,696.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	877,696.00

*Low Bid Contractor:*    Arc Electric & Lighting Corporation

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	<u>\$648,366.00</u>	<u>\$1,055,701.00</u>	<u>38.58</u>	% Under Estimate
<i>Bid Totals</i>	\$648,366.00	\$1,055,701.00	38.58	% Under Estimate

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

12/08/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	OPR 2014-0838
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JUSTIN 835-5994	<u>Project #</u>	
<u>Contact E-Mail</u>	JBINGHAM@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0500-2014 MENTAL HEALTH COURT INTERLOCAL		

Agenda Wording

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

Summary (Background)

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue	\$ 77,530.75	# 0500-19500-99999-33815
Revenue	\$ 103,469.25	# 0700-19500-99999-33815
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PSC 11/17/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	jbingham@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	ebrown korlob
<u>Additional Approvals</u>		mlogan@spokanecity.org
<u>Purchasing</u>		stucker@spokanecounty.org
		derickson@spokanecounty.org
		kknox@spokanecity.org
		tkrzyminski@spokanecounty.org

**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**Mental Health Court Interlocal**  
**November 17, 2014-PSC**

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**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Public Safety Committee for City Council approval of the 2014 Spokane Mental Health Court Interlocal Agreement (January 1, 2014 – December 31, 2014).

**Funding**

City funds for this interlocal agreement are available in the City's 2014 annual budget.

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For further information contact: Justin Bingham, City Prosecutor, at 835-5994 or [jbingham@spokanecity.org](mailto:jbingham@spokanecity.org)

NO. 14-0840

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2014 )  
MENTAL HEALTH COURT INTERLOCAL )  
AGREEMENT AMONG SPOKANE )  
COUNTY, CITY OF SPOKANE, SPOKANE )  
COUNTY PROSECUTING ATTORNEY )  
AND SPOKANE COUNTY PUBLIC )  
DEFENDER )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2014 expanded Mental Health Court; and

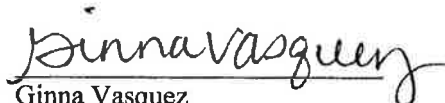
**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and RCW 82.14.460, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "*Mental Health Court Interlocal Agreement (January 1, 2014-December 31, 2014)*" pursuant to which Spokane County will make 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2014 expanded Mental Health Court

PASSED AND ADOPTED this 28<sup>th</sup> day of October, 2014.



ATTEST:

  
Ginna Vasquez  
Deputy Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
AL FRENCH, Chair

  
TODD MIELKE, Vice-Chair

  
SHELLY O'QUINN, Commissioner



**MENTAL HEALTH COURT INTERLOCAL AGREEMENT**  
(January 1, 2014 - December 31, 2014)

**THIS AGREEMENT** entered into among 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**," 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, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively 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 COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for

the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the PARTIES in conjunction with an 2014 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2014, and continue until December 31, 2014.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2014, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2013 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:     RESPONSIBILITIES OF PARTIES**

#### **A.     FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

1) City Presiding Judge:

- Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
- Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
- Executing the order of transfer from the Municipal Court to the Mental Health Court.

2) City Prosecutor:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- Representing the interests only of the CITY in conjunction with the Mental Health Court.

3) City Public Defender:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.

- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:    COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment "A".

#### **SECTION NO. 5:    AGREEMENT TO BE FILED**

The CITY shall file this Agreement with its City Clerk. The COUNTY will place the Agreement on its WEB site.

#### **SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any

applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

#### **SECTION NO. 7:     ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

#### **SECTION NO. 8:     PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

#### **SECTION NO. 9:     LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10: NOTICES**

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

## **SECTION NO. 11: INSURANCE**

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

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



- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: 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.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

**SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: NONDISCRIMINATION**

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

**SECTION NO. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: 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.

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

A. Purpose. See Section No. 1 above.

B. Duration. See Section No. 2 above.

- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

(This Space intentionally left blank.)

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year below their respective signatures.

DATED: 10-28-2014

ATTEST:

Diana Vasquezobo  
Daniela Erickson  
Clerk of the Board 14-0840

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

Al French  
AL FRENCH, Chair

Todd Mielke  
TODD MIELKE, Vice Chair

Shelly O'Quinn  
SHELLY O'QUINN, Commissioner



DATED: \_\_\_\_\_

Attest:

CITY OF SPOKANE:

By: David A. Condon  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

DATED: Oct 29 2014

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: [Signature]  
Its: Chief of D.P.A.  
(Title)

DATED: 10-31-14

SPOKANE COUNTY PUBLIC DEFENDER

By: T. K.

Its: County Public Defender  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Mary Logan  
Mary Logan, Presiding Judge

CITY PUBLIC DEFENDER

Katherine Knox  
Katherine Knox

CITY PROSECUTOR

Justin Bingham  
Justin Bingham

2014  
ATTACHMENT "A"

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$181,000.00	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$ 66,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$115,000	County Public Defender/Support Staff/M&O



OFFICE OF COUNTY COMMISSIONERS

Todd Mielke, 1ST DISTRICT • Shelly O'Quinn, 2ND DISTRICT • Al French, 3RD DISTRICT

November 3, 2014

**RECEIVED**

NOV 04 2014

CITY CLERK'S OFFICE  
SPOKANE, WA

**City of Spokane**  
**808 W. Spokane Falls Blvd.**  
**Spokane, WA 99201**  
**Attn: Terri Pfister**

*Re: 2014 Mental Health Court Interlocal Agreement*

Dear Ms. Pfister:

Enclosed, for signature, is the following item:

- "2014 Mental Health Court Interlocal Agreement among Spokane County, City of Spokane, Spokane County Prosecuting Attorney and Spokane County Public Defender"

Please send a copy back to our office when executed.

Yours very truly,

Ginna Vasquez  
Deputy Clerk of the Board  
Spokane County Commissioners Office

Encl.

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

12/08/2014

Date Rec'd

11/21/2014

Clerk's File #

OPR 2014-0839

Renews #Submitting Dept

GRANTS MGMT &amp; FINANCIAL ASST

Cross Ref #Contact Name/Phone

JENNIFER 625-6091

Project #Contact E-Mail

JSTAPLETON@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0700 OFFICE OF PUBLIC DEFENSE GRANT FUND ACCEPTANCE

Agenda Wording

Approval to accept funding from the Washington State Office of Public Defense (OPD) for \$64,400 grant funds for the use by the City Public Defender's Office effective 1/1/2015 - 12/31/2015.

Summary (Background)

The City of Spokane has received grant funding to provide public defense services at daily inmate first appearance hearings.

Fiscal ImpactBudget Account

Revenue \$ 64,400

# 0700-95555-99999-33412-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

STAPLETON, JENNIFER

Study SessionDivision Director

COOLEY, GAVIN

Other

Public Safety Com.

Finance

DOLAN, PAM

Distribution ListLegal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing





Internet Email: [opd@opd.wa.gov](mailto:opd@opd.wa.gov)


**WASHINGTON STATE  
OFFICE OF PUBLIC DEFENSE**

(360) 586-3164  
FAX (360) 586-8165

November 7, 2014

Kathy Knox  
City Public Defender  
City of Spokane Public Defender's Office  
824 North Monroe St  
Spokane, WA 99201

Re: Chapter 10.101 RCW Application for Public Defense Grant Funds

Dear Kathy Knox, 

The Washington State Office of Public Defense (OPD) is pleased to announce the award of RCW 10.101.080 Public Defense Grant funds to the City of Spokane. The award is \$64,400 for use in 2015.

Enclosed is a short Grant Agreement for your review and signature by an authorized representative of the City of Spokane. The signed Grant Agreement should be returned to OPD by December 1, 2014. A conformed copy will be sent to you for your records. A copy of OPD's policy on authorized uses is enclosed.

The grant funds will be mailed to you in mid-December. If you want the check mailed to a different person or office, please let us know. If the City of Spokane uses state BARS coding, these grant funds should be received under BARS revenue code 334.01.2X.

Chapter 10.101 RCW requires cities awarded funds to demonstrate to OPD that they are either meeting the public defense standards referenced in RCW 10.101.030, or that the funds received are used to make appreciable demonstrable improvements in the delivery of public defense services. In addition, the Washington Supreme Court has adopted statewide Standards for Indigent Defense and Attorney Certification of Compliance. OPD's Public Defense Services Managers are available to assist the city and its public defense attorneys in implementing the Supreme Court requirements, including the misdemeanor caseload limits scheduled to become effective January 2015. Please feel free to contact Katrin Johnson or Kathy Kuriyama at (360) 586-3164 ext 108 and 114 respectively.

We look forward to receiving the city's mid-year report in July 2015 (as required in the Grant Agreement), as well as visiting your program at least one time during the year.

Sincerely,



Sophia Byrd McSherry, Deputy Director

Enclosures

cc: Judge Mary C. Logan

**Grant Agreement No.** \_\_\_\_\_

# FACE SHEET

**WASHINGTON STATE OFFICE OF PUBLIC DEFENSE**

<b>1. Grantee</b> City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	<b>2. Grantee Representative</b> Kathy Knox City Public Defender City of Spokane Public Defender's Office 824 North Monroe St Spokane, WA 99201
<b>3. Office of Public Defense (OPD)</b> 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	<b>4. OPD Representative</b> Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
<b>5. Grant Amount</b> \$64,400	<b>6. Grant Period</b> January 1, 2015 through December 31, 2015
<b>7. Grant Purpose</b> The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. ( <u>See</u> Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start January 1, 2015 and end December 31, 2015. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant and General Terms and Conditions of City Grant.	
<b>FOR THE GRANTEE</b>     _____ Name, Title    _____ Date	<b>FOR OPD</b>     _____ Joanne I. Moore, Director    _____ Date

## **SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT**

### **1. GRANT MANAGEMENT**

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

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### **2. GRANT AWARD AMOUNT**

The Grantee is awarded Sixty Four Thousand Four Hundred and 00/100 Dollars (\$64,400) to be used for the purpose(s) described in the USE OF GRANT FUNDS below.

### **3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

### **4. USE OF GRANT FUNDS**

- a. Grantee agrees to use the grant funds for the following purposes:
  - i. Providing public defense services at preliminary appearance calendars.
  - ii. Adding attorneys to reduce public defense caseloads.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the funds in calendar year 2015. If Grantee is unable to use the funds in 2015, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

### **5. REPORT**

Grantee agrees to submit a written mid-year report to OPD no later than July 31, 2015. The report shall include, but not necessarily be limited to, the following information: to date overview, how grant funds have been used, a copy of each public defense attorney's quarterly Certificate of Compliance submitted during 2015, and a description of efforts to implement the Supreme Court Standards for Indigent Defense.

### **6. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions Of the City Grant
- General Terms and Conditions of the City Grant

## GENERAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

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

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

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

4. **ASSIGNMENT**

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

5. **ATTORNEY'S FEES**

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

6. **CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the

records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

# WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

## COUNTY/CITY USE OF STATE PUBLIC DEFENSE FUNDING (as amended June 2008)

State funds disbursed to counties and cities pursuant to Chapter 10.101 RCW cannot be used to supplant local funds that were being spent on public defense services prior to the initial disbursement of state funds. State funds must be spent to improve the quality of legal representation directly received by indigent defendants. The funds cannot be spent on purely administrative functions. Following are guidelines regarding permitted use of state public defense funds.

**1. State public defense funding under Chapter 10.101 RCW *may* be used in the following ways:**

- a) Additional investigator services
- b) Additional expert services
- c) Creation of a public defense office
- d) New quality monitoring by an attorney coordinator who can act as a legal supervisor for the attorneys providing public defense (but non-attorney administrative employees of the county or city are not an approved use of funds)
- e) Computers or access to electronic legal research systems for public defenders
- f) Increase in public defense attorney compensation
- g) Provision of public defense services at first appearance calendars (or increase of first appearance services if public defenders are already provided)
- h) Addition of more attorneys to lower public defense caseloads
- i) Addition of social worker services to assist public defense attorneys
- j) Direct training costs to train public defense attorneys
- k) Evaluations of defendants for sentencing options, such as drug evaluations, SSOSA, DOSA
- l) Provision of internet connectivity (e.g. wireless) for public defense attorneys
- m) Provision of interpreter services for attorney-client interviews and communication (but in-court interpreter appointments required under Chapter 2.43 RCW are not an approved use of funds)

**2. State public defense funding under Chapter 10.101 RCW *may not* be used in the following ways:**

- a) Supplanting county or city funds used for public defense services prior to the initial disbursement of state funds to the county or city
- b) Billing or other administrative costs incurred by the county or city in administering the public defense program
- c) Indigency screening
- d) County, city or court technology systems or administrative equipment
- e) County or city attorney time, including advice on public defense contracting, except as provided in Section 1(d) above.

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

12/08/2014

Date Rec'd

11/20/2014

Clerk's File #

RES 2014-0115

Renews #Submitting Dept

PLANNING &amp; DEVELOPMENT

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0650 - RESOLUTION FOR STREET VACATION - PEARL STREET

Agenda Wording

Resolution setting hearing before the City Council for January 12, 2015 for the vacation of Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of alley between

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MEULER, LOUIS

Study SessionDivision Director

QUINTRALL, JAN

Other

PCED 11/3/14

Finance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

ebrown@spokanecity.org

Additional Approvals

edjohnson@spokanecity.org

Purchasing

jsaywers@spokanecity.org

mnilsson@spokanecity.org

sbishop@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Sinto Avenue and Mission Avenue requested by Vincent Dressel and Harlan Douglass.

Summary (Background)

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List




## **RESOLUTION 2014-0115**

WHEREAS, on **May 6, 2014**, the Spokane City Council received a petition for the vacation of Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of the alley between Sinto Avenue and Mission Avenue in Section 17, T25N, R43E, W.M., Spokane, Washington (thereinafter "Rowan") from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Pearl Street.; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That a hearing on the petition to vacate Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of the alley between Sinto Avenue and Mission Avenue will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 12, 2015**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

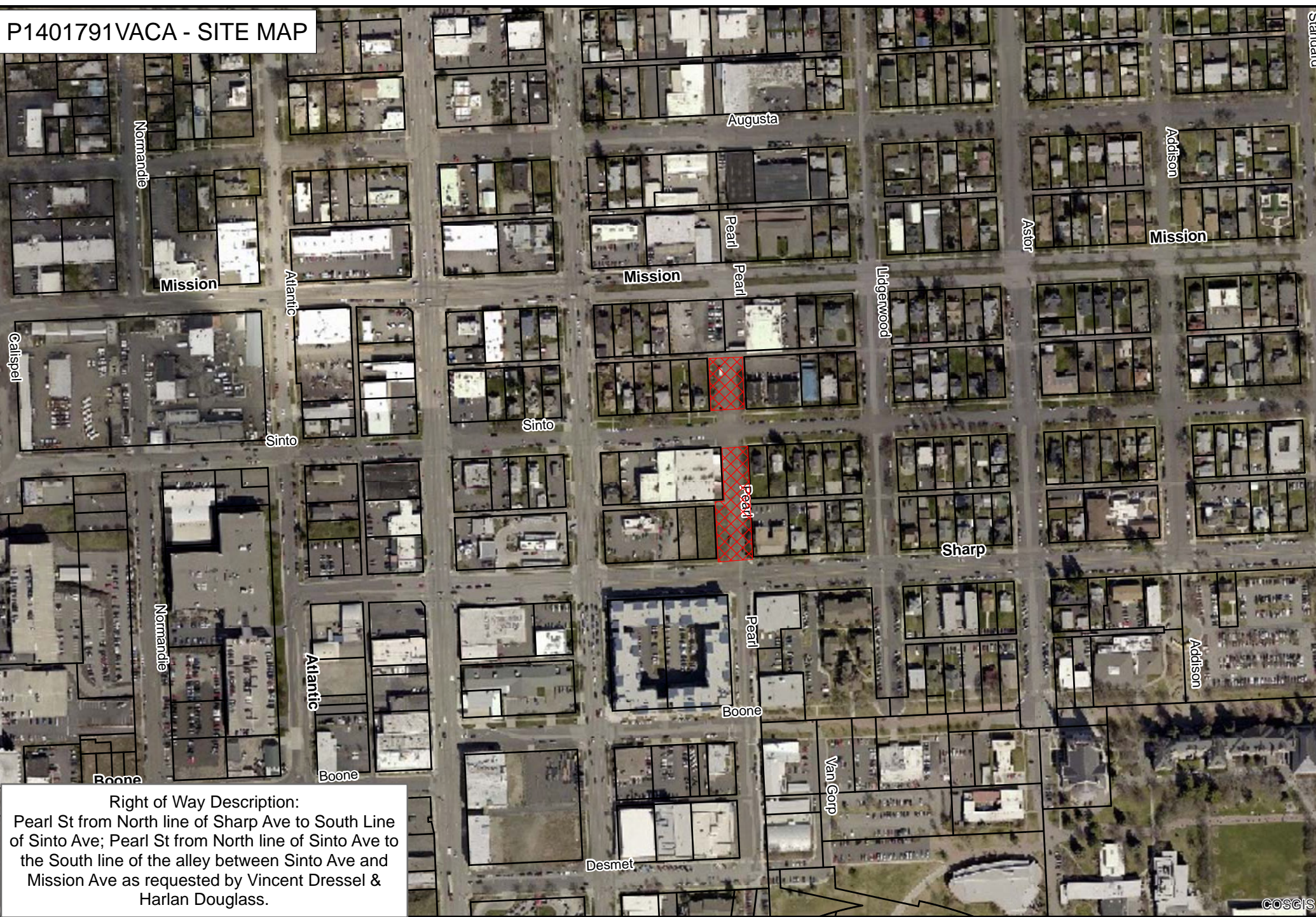
\_\_\_\_\_  
City Clerk

Approved as to form:

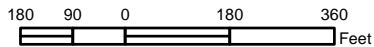
\_\_\_\_\_  
Assistant City Attorney



# P1401791VACA - SITE MAP



Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc. Not suitable for design purposes.



AREA



# P1401791VACA - SITE MAP

E Mission Ave

E Sinto Ave

N Ruby St

N Lidgerwood St

E Sharp Ave

N Pearl St

Right of Way Description:  
Pearl St from North line of Sharp Ave to South Line  
of Sinto Ave; Pearl St from North line of Sinto Ave to  
the South line of the alley between Sinto Ave and  
Mission Ave as requested by Vincent Dressel &  
Harlan Douglass.

COSGIS

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.  
Not suitable for design purposes.

90 45 0 90 180  
Feet



AREA

 **COSGIS**  
City of Spokane GIS



DISTRIBUTION LIST

VACATION OF PEARL STREET FROM NORTH LINE OF SHARP AVENUE TO SOUTH LINE OF SINTO AVENUE; PEARL STREET FROM NORTH LINE OF SINTO AVENUE TO THE SOUTH LINE OF ALLEY BETWEEN SINTO AVENUE AND MISSION AVENUE

POLICE DEPARTMENT  
ATTN: LT REX OLSON

ATTN: JACKIE CARO

FIRE DEPARTMENT  
ATTN: LISA JONES

NEIGHBORHOOD SERVICES  
ATTN: ROD MINARIK

CURRENT PLANNING  
ATTN: TAMI PALMQUIST

BICYCLE ADVISORY BOARD  
ATTN: LOUIS MEULER

WATER DEPARTMENT  
ATTN: DIRECTOR DAN KEGLEY

COMCAST  
DESIGN & CONSTRUCTION  
1717 E BUCKEYE AVE  
SPOKANE WA 99207

WATER DEPARTMENT  
ATTN: JIM SAKAMOTO

AVISTA UTILITIES  
PO BOX 3727  
SPOKANE WA 99220

WATER DEPARTMENT  
ATTN: SUPERINTENDENT LYNN SHUPE

CENTURY LINK  
ATTN: KAREN STODDARD  
904 N COLUMBUS ST  
SPOKANE WA 99202

STREETS  
ATTN: MARK SERBOUSEK

ADAMS, KATHLEEN H  
1629 W TONI RAE DR  
SPOKANE, WA 99218-2453

STREETS  
TRAFFIC PLANNING  
ATTN: GERALD OKIHARA

BYRD, GREGORY J & KAREENA M  
304 E SINTO AVE  
SPOKANE, WA 99202

STREET DEPARTMENT  
ATTN: DAUN DOUGLASS

CHARON, G O  
229 E SINTO AVE  
SPOKANE, WA 99202

SIGNS AND MARKINGS  
ATTN: MARCUS EVELAND

ELECTRONIC SERVICE CENTER  
ATTN: VAL MELVIN

COLONIAL FUEL CO  
PO BOX 3464  
SPOKANE, WA 99220-3464

PLANNING & DEVELOPMENT  
ATTN: ERIC JOHNSON

FOX FINANCIAL CORP  
1310 N RUBY ST  
SPOKANE, WA 99202

CONSTRUCTION MANAGEMENT  
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT  
ATTN: KATHERINE MILLER

MCBRIDE, VICTOR  
18021 N JUDY DR  
COLBERT, WA 99005-9357

WASTEWATER MANAGEMENT  
ATTN: BILL PEACOCK

SHIMAHARA, RUSSELL REI  
PO BOX 1555  
TRUTH OR CONSEQUENCES, NM 87901

STATE EXAMINER

PARKS & RECREATION DEPARTMENT  
ATTN: LEROY EADIE

BUDIG, KEVIN P  
12228 N MORTON DR  
SPOKANE, WA 99218

NEIGHBORHOOD SERVICES

BYRD, GUY D & SHAWNA L  
6205 S SHELBY RIDGE RD  
SPOKANE, WA 99224

COLONIAL CITY, INC.  
PO BOX 3464  
SPOKANE, WA 99220-3464

DOUGLASS, HARLAN D  
815 E ROSEWOOD AVE  
SPOKANE, WA 99208-5507

GAINES, WILLIAM J  
4820 QUEEN AVE S  
MINNEAPOLIS, MN 55410

MCKEIRNAN, THOMAS L & CHERE B  
235 E 9TH AVE  
SPOKANE, WA 99202-1212

TANGVALD, LEIF A  
PO BOX 30691  
SPOKANE, WA 99223

BURRELL, JOE G  
PO BOX 532  
NEWPORT, WA 99156

CHARON, BARRY & LUANN  
221 E SINTO AVE  
SPOKANE, WA 99202

CORPORATION OF GONZAGA  
UNIVERSITY  
J PADDEN  
502 E BOONE AVE  
SPOKANE, WA 99258

DRESSEL, VINCENT G & JANET  
17920 N LITTLE SPOKANE DR  
COLBERT, WA 99005-9615

KIMMEL ATHLETIC SUPPLY CO, INC  
202 E MISSION AVE  
SPOKANE, WA 99202

MISSION AVENUE PROPERTIES LLC  
202 E MISSION AVE  
SPOKANE, WA 99202

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

12/08/2014

<u>Date Rec'd</u>	11/25/2014
<u>Clerk's File #</u>	RES 2014-0116
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 SPOKANE COUNTY EARLY PAYOFF FOR TRANSFER STATIONS RESOLUTION

**Agenda Wording**

A resolution relating to the early payoff of \$8.9 million by Spokane County for transfer stations.

**Summary (Background)**

This resolution authorizes City of Spokane staff to approve and execute the early pay off of the transfer stations by Spokane County for \$8.9 million without further Council action.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	Public Works
<b><u>Finance</u></b>	DOLAN, PAM	<u>Distribution List</u>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	Ken Gimpel	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	Amber Waldref	
<u>Additional Approvals</u>		Hunt Whaley	
<b><u>Purchasing</u></b>		Rick Romero	

## RESOLUTION NO. 2014-0116

A RESOLUTION approving the early pay off of the transfer stations by Spokane County for a reduced fee.

WHEREAS, the Interlocal Agreement (ILA) with Spokane County sets the value of the two (2) transfer stations at \$9.9 million; and

WHEREAS, the payment process outlined in the ILA is that beginning January 2015 Spokane County will make eighty four (84) consecutive monthly payments to the of 117,857.14 to the City of Spokane; and

WHEREAS, as an alternative payment option, Spokane County has requested that the City of Spokane accept \$8.9 million for the transfer stations in order to pay them off immediately; and

WHEREAS, the supporting factor to accept this early pay off is the "net present value of money", which makes the deal make financial sense for the City's immediate recapture of money; and

WHEREAS, Solid Waste Collection Department intends to utilize these funds to advance the purchase on Compressed Natural Gas (CNG) refuse trucks in order to advance the fuel and maintenance savings those trucks will provide; and

WHEREAS, this Resolution will be binding through March 31, 2015,

-- Now, Therefore

BE IT RESOLVED by the City Council for the City of Spokane that staff is hereby authorized to approve and execute the early pay off of the transfer stations by Spokane County for \$8.9 million; and

BE IT FURTHER RESOLVED that City staff is authorized accept the \$8.9 million from Spokane County without further city council action.

ADOPTED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

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

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35193
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CANDACE 509-625-6256	<u>Project #</u>	
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PUBLIC-PRIVATE PARTNERSHIP AGREEMENTS		

Agenda Wording

An ordinance amendment to clarify securitization requirements for public-private partnerships.

Summary (Background)

In 2009, the City Council adopted public-private partnership agreement requirements. This amendment to the ordinance permits increased flexibility to invest City funds in public-private partnerships.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance 12/1/2014
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



ORDINANCE NO. ORD C35193

An ordinance relating to letters of credit in public/private partnership agreements; amending SMC section 7.16.030.

The City of Spokane does ordain:

Section 1. That SMC Section 7.16.030 is amended to read as follows:

**7.16.030 ~~Letter of Credit~~Security for City-Involved Financing**

~~((A. Pursuant to U.S. department of housing and urban development guidelines for loan security for loans extended under HUD Section 108 Loan Program, the City, without exception, will require an "unconditional, irrevocable letter of credit" from all applicants for HUD Section 108 loans, or any other loans permissible under Washington law where federal or state grant funds are leveraged as collateral in loan agreements involving third parties.))~~

~~((B.))~~A. In all ~~((either))~~ circumstances in which private, for-profit, entities seek City assistance through the brokering and/or a guarantee of economic development loans, the City shall require a guaranty, collateral, letter of credit, and/or other loan securitization depending on the scope and nature of the project. ~~((an unconditional irrevocable letter of credit will be required as collateral to protect the City's financial interests in the transaction unless the))~~ The city council, by a majority vote and after a public hearing on the matter, may affirmatively waive((s)) this requirement if there is agreement not to require additional security ~~((the letter of credit requirement in lieu of guaranty, collateral and/or such other loan security that the council deems sufficient to protect the City's interests in the transaction(s). In any instance in which other guaranty or security is accepted in lieu of a letter of credit, the city attorney shall be required to issue a formal finding that the proposed transaction and loan security do not violate Article VIII Section 7 of the Washington Constitution)).~~

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:**

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

ORD C35194

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

First Reading Ordinance

Requisition #Agenda Item Name

0320 VOTER REGISTRATION AND ELECTION INFORMATION ORDINANCE

Agenda Wording

AN ORDINANCE relating to voter registration and election information; adopting a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code and amending the title to chapter 1.07.

Summary (Background)

This ordinance provides that the City will provide election and voter information in utility bills, host a web page devoted to election resources and provide a point of contact to serve as the City's election resource center.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Public Works

Finance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Information provided to citizens pursuant to this ordinance will include, but is not limited to, voter registration, election dates, online voter pamphlets and guides, ballot drop box location and links to the Spokane County Elections Office, the Washington State Secretary of State and the Public Disclosure Commission.

<u>Fiscal Impact</u>	<u>Budget Account</u>
----------------------	-----------------------

Select     \$	#
---------------	---

Select     \$	#
---------------	---

Distribution List


## ORDINANCE NO. C35194

AN ORDINANCE relating to voter registration and election information; adopting a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code and amending the title to chapter 1.07.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code to read as follows:

### **1.07.020 Voter Registration & Election Resources**

- A. All utility bills shall include information regarding how citizens may register to vote, including applicable links to the Spokane County Elections Office and the Washington State Secretary of State. Inclusion of such information shall not be included if the information would create an additional billing page and related costs.
- B. The City's website shall host a page devoted to election resources. The site shall have information and/or links to information including, but not limited to, voter registration, election dates, online voter pamphlets and guides, the Washington State Public Disclosure Commission, and ballot drop box locations.
- C. The city administration shall designate one department or point of contact to serve as the election resources center in addition to their duties. The election resources center shall act as the central location for any information related to elections including, but not limited to, sample ballots, voter pamphlets and guides, and voter registration forms.

Section 2. That chapter 1.07 is amended to read as follows:

### **Chapter 1.07 ((~~Local Voters' Pamphlet~~)) Election and Voter Resources**

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:**

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35195
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KAREN 625-6712	<u>Project #</u>	
<u>Contact E-Mail</u>	ROBERST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 ORDINANCE REGARD EXEMPT POSITIONS		

Agenda Wording

AN ORDINANCE relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.

Summary (Background)

This ordinance provides that prior to the City Council taking legislative action to create or fund new exempt positions, the City's Human Resources department shall provide both the Civil Service Commission and the City Council with an organizational chart for the respective department identifying where the new exempt position fits in the department organization and the reasoning for exempting the position from Civil Service classification.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Heather Lowe	
<u>For the Mayor</u>	SANDERS, THERESA	Gita George-Hatcher	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Human Resources department shall also provide the City Council with the justification or survey demonstrating the requested salary range and the job description questionnaire.

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List




Ordinance No. ORD C35195

AN ORDINANCE relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.

WHEREAS, pursuant to Section 26 of the City Charter, the City Council is to establish by ordinance the salary and compensation city officials and employees are to receive; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code to read as follows:

3.07.330 Establishment of New Exempt Positions

Prior to the City Council taking legislative action to create or fund new exempt positions, the City's Human Resources department shall provide both the Civil Service Commission and the City Council with an organizational chart for the respective department identifying where the new exempt position fits in the department organization and the reasoning for exempting the position from Civil Service classification. The Human Resources department shall also provide the City Council with the justification or survey demonstrating the requested salary range and the job description questionnaire.

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:**

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

ORD C35196

Renews #Submitting Dept

SPOKANE REGIONAL SOLID WASTE

Contact Name/Phone

KEN GIMPEL 625-6532

Contact E-Mail

KGIMPEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4490 AND 4500 ORDINANCE AMENDING SECTIONS OF SMC CHAPTER 13

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance formally changing the names of the two departments, amending sections of SMC Chapter 13.

Summary (Background)

The Spokane Regional Solid Waste System was dissolved on November 17, 2014. The City will be operating the waste to energy facility as a City asset, rather than a Regional asset. This ordinance establishes that the Solid Waste Collection Department is responsible for collecting solid waste and recyclables generated in the City, and the Solid Waste Disposal Department is responsible for all disposal and related functions.

Fiscal ImpactBudget Account

Neutral \$

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Select \$

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Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

GIMPEL, KEN

Study SessionDivision Director

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## ORDINANCE NO. C35196

AN ORDINANCE relating to solid waste department, amending SMC sections 03.01A.450, 03.01A.470, 07.08.403, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0134, 13.02.0200, 13.02.0204, 13.02.0246, 13.02.0248, 13.02.0308, and 13.02.0350, of the Spokane Municipal Code.

WHEREAS, the Spokane Regional Solid Waste System will be dissolving, effective November 17, 2014; and

WHEREAS, the City of Spokane will be operating the waste-to-energy facility as a city asset, rather than a regional asset; NOW, Therefore

The City of Spokane does ordain:

### **Section 03.01A.450 Solid Waste (~~(Management)~~) Collection**

The solid waste (~~(management)~~) collection department is responsible for collecting solid waste and recyclables generated in the City of Spokane and managing all other aspects of solid waste collection and related sanitation matters within the City except as assigned to the (~~(Spokane regional solid waste system)~~) solid waste disposal department as allowed by law.

Section 2: That SMC section 03.01A.470 is amended to read as follows:

### **Section 03.01A.470 (~~(Spokane Regional Solid Waste System)~~) Solid Waste Disposal**

- A. The (~~(Spokane regional solid waste system)~~) solid waste disposal department (~~((regional system)))~~ handles solid waste disposal and related functions for solid waste generated in the City of Spokane not assigned to the solid waste (~~(management)~~) collection department. The (~~(regional system)~~) solid waste disposal department also handles solid waste disposal from other participating local government jurisdictions in incorporated and unincorporated areas of Spokane County pursuant to interlocal agreements.
- B. The (~~((regional system)))~~ solid waste disposal department develops and administers (~~((recycling and composting programs and)))~~ waste-reduction strategies and recycling education and outreach for the City and participating local governments in Spokane County (~~((and provides staff support for the regional system liaison board. That board makes recommendations pursuant to interlocal agreements to the City and County regarding the management of~~

~~regional system)). ((Regional system)) Solid Waste Disposal Department programs include:~~

- ~~1. waste-to-energy facility, including recycling, composting, and moderate risk wastes,~~
- ~~2. ((recycling,~~
- ~~3. composting,~~
- ~~4. transfer stations,~~
- ~~5. moderate risk wastes,~~
- ~~6.))long-haul disposal, ((and))~~
- ~~3. landfills, and~~
- ~~4. administration.~~

Section 3: That SMC section 07.08.403 is amended to read as follows:

### **Section 07.08.403 Solid Waste Fund**

~~((There is established a "solid waste fund" of the City. All receipts for the collection and disposal of garbage and refuse and all receipts for the burning of garbage or dead animals and all moneys received by the solid waste management department and solid waste facilities office shall be deposited with the City treasurer and become a part of the solid waste fund; and the expense of conducting the department and office shall be paid therefrom. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.))~~

- A. There is established the "solid waste fund of the City".
- B. All receipts for the collection and disposal of garbage and refuse, received by the solid waste collection and disposal departments shall be deposited with the city treasurer and become a part of the solid waste fund.
- C. All the expenses and expenditures relating to solid waste collection department and solid waste disposal department shall be paid from the solid waste fund.
- D. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 4: That SMC section 13.02.0112 is amended to read as follows:

### **Section 13.02.0112 Departments ((--Regional System))**

"Department" means the solid waste ((management)) collection department as defined in ((SMC 3.01.640)) SMC 03.01A.450 for matters within its municipal departmental responsibility and the ((Spokane regional solid waste system)) solid waste disposal department as defined in ((SMC 3.01.646)) SMC 03.01A.470 for matters within its

municipal departmental responsibilities(~~(, functioning as a City agency)~~). Each director may perform functions and assist the other as the directors may mutually desire.

Section 5: That SMC section 13.02.0114 is amended to read as follows:

#### **Section 13.02.0114 Director**

“Director” means the director of the solid waste collection department (~~(of solid waste management)~~) for areas within that municipal department's functions, and the director of the (~~(Spokane regional solid waste system)~~) the solid waste disposal department for areas within that municipal department's functions unless otherwise stated or indicated by context.

Section 6: That SMC section 13.02.0125 is amended to read as follows:

#### **Section 13.02.0125 Solid Waste Permit**

“Solid waste permit” is issued by the director of solid waste collection for roll-off containers used solely for demolition purposes pursuant to a valid demolition permit issued by the City of Spokane under the following conditions:

- A. Roll-off containers will be allowed for demolition purposes which result from incidental hauling as defined in SMC 13.02.0119 only;
- B. Container must be owned and operated exclusively by the demolition permittee, direct employee, or subcontractor under contract by permit holder, pursuant to a valid demolition permit issued by the City of Spokane and be clearly identifiable as being owned and operated exclusively by the demolition permittee;
- C. Each container must be inspected by the solid waste collection department and have affixed in a visible area, an annual permit tag;
- D. All waste shall be hauled to a permitted facility as defined in SMC 13.02.1191; and
- E. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff. Such party shall furnish promptly such records or information as the requested, at no cost to the City.
- F. Failure to comply shall result in revocation of the solid waste permit and may result in penalties.

Section 7: That SMC section 13.02.0134 is amended to read as follows:

#### **Section 13.02.0134 Waste-to-Energy Plant**

“Waste-to-energy plant” or “Waste-to-energy facility” (“W-T-E”) is the Spokane (~~regional solid waste disposal system~~) incinerator operated as a solid waste disposal and energy-recovery facility. The waste-to-energy facility is part of the department of solid waste disposal and is overseen by the director of the department of solid waste disposal.

Section 8: That SMC section 13.02.0134 is amended to read as follows:

### **Section 13.02.0200 Universal Service by the City**

The City of Spokane exercises power to establish and operate a solid waste collection and disposal service for the people of the City by the department of solid waste (~~management~~) collection and (~~Spokane regional solid waste system~~) the department of solid waste disposal. The City of Spokane asserts exclusive and universal control over the business of all solid waste collection, disposal and other handling functions within the City. This authority includes collection and handling of recyclable materials, as further described in this chapter. This chapter invokes and exercises the maximum powers authorized by law for municipal control of and engagement in the business of providing solid waste collection and disposal service to the public.

Section 9: That SMC section 13.02.0204 is amended to read as follows:

### **Section 13.02.0204 Private Hauling Prohibited – Special Reports – Solid Waste Franchises – Commercial Recycling – Construction, Demolition and Landclearing Waste**

- A. Except where preempted by state law or pursuant to a written City contract or franchise as provided hereafter, no person may provide solid waste collection or solid waste disposal services or residential recycling collection services otherwise provided by the city solid waste (~~management department~~) collection and disposal departments within the City.
  - 1. Specifically, the use of roll-off boxes or tilt-frame trucks by persons other than the solid waste collection department or persons authorized by City contract, City franchise, or City solid waste permit (as defined in SMC 13.02.0125) is prohibited.
    - a. A “roll-off box or container” is defined as a non-motorized container that is left at a site in which is deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.
  - 2. The following specialized solid waste handling equipment is prohibited from use in the city without a franchise, solid waste permit or written approval from the solid waste collection department:

- a. Front, rear or side load waste collection vehicle;
  - b. Tilt-frame collection vehicle for the hauling of roll-off waste containers or waste compactors;
  - c. Private roll-off waste container;
  - d. Intermodal container used for solid waste disposal;
  - e. Container carrier truck or container delivery truck for the hauling of solid waste containers; and
  - f. Solid waste container for the collection of solid waste is one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.
- B. Private junk removal or hauling services are prohibited to the extent they involve collection or hauling of solid waste, including construction, demolition and landclearing wastes. Private cleanup services not involving regular routes and which may include incidental hauling as defined in SMC 13.02.0119 may be permitted where:
- 1. A substantial charge is made for premises cleanup labor and hauling charges are incidental thereto;
  - 2. All non-recyclable materials are source separated and disposed of at the ~~((regional system))~~ City's Waste to Energy Facility or the Spokane County Regional Solid Waste System;
  - 3. Such disclosure and reporting requirements as prescribed by the director are followed; and
  - 4. No solid waste hauling which could be the subject of any WUTC regulatory action occurs; and
  - 5. Parties engaged in such activities accept and agree to any other regulatory or contractual arrangements as the director may determine appropriate to assure maintenance of solid waste collection and disposal departmental control of collection and disposal of solid waste in the \_\_\_\_\_ city \_\_\_\_\_ of \_\_\_\_\_ Spokane.
- C. Solid Waste Franchises.
- 1. Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35.13.280 are hereby granted an

exclusive franchise as provided by law for a period of seven years commencing at the effective date of annexation.

- a. The director of solid waste ((~~management~~)) collection is authorized to extend the time of such franchises, considering the value of any interests cancelled because of an annexation and the City's assumption of solid waste authority, not to exceed an additional three years, but any extension shall be in writing and upon such conditions as the director may require, in the exercise of sound discretion.
  - b. The director may present a separate franchise document for approval by any affected party, but failure of said party to sign or accept the same shall not delay the operation of this section, or the director may deem said failure to be a surrender or abandonment of all rights.
  - c. The terms of this section shall form the basis of any franchise or contract for such solid waste collection privileges.
2. Any party collecting solid waste in the city of Spokane pursuant to this subsection (C) of this section is subject to the following further conditions:
  - a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other permission relating to solid waste granted by any state certificate of public convenience and necessity that has been cancelled by operation of the annexation law in effect prior to the time of annexation.
  - b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable, but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director of solid waste collection guided by standards applicable to WUTC certificated haulers.
  - c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least to the level currently provided by the City of Spokane department of solid waste collection shall be presumed adequate and sufficient. Service not to such level shall be presumed insufficient, but all service is subject to review and approval by the director of solid waste collection who shall consider WUTC policies and practices.
  - d. The hauler shall be solely and separately responsible for all activities and shall never represent that it is an employee or agent of the City of Spokane.



- i. The hauler must indemnify and hold harmless the City, its officers, agents and employees from all loss or liability for the service provider's actions in connection with the enjoyment of service privileges.
- ii. The party may be required to furnish evidence of insurance, including naming the City of Spokane as an additional named insured on the insurance levels as the director may reasonably require, in consultation with the city risk manager, considering the nature and scope of service activities and level of risk to the public therefrom.

#### D. Commercial Recycling Hauling.

1. Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report to be reviewed by the director. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.
  - a. The report is due at or before the time of placement of any containers for recyclables collection.
  - b. All recycling containers placed must be clearly labeled "recyclables only" in large twelve-inch block letters of contrasting colors on all exterior sides.
  - c. Haulers are also responsible to explain City requirements to segregate recyclables from solid waste to their customers.
  - d. Additionally recycling haulers must file a written annual report with the director of solid waste no later than February 1st for the prior year's recycling activities.
  - e. A copy of the Annual Recycling Survey Report as submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.
2. "Commercial recycling hauling" for purposes of reporting requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.

- a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Spokane ((Regional)) County Solid Waste Management Plan.
- b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.
- c. All persons engaged in commercial recycling shall provide documentation of the final disposition of all recyclable materials upon request by the director. These records shall be maintained for a minimum of three years.

E. Construction, Demolition and Landclearing Waste.

- 1. Construction, demolition and landclearing wastes are defined in SMC 13.02.0109, and are a result of construction, demolition and landclearing activities, which are generated under a valid building or demolition permit issued by the City of Spokane.
- 2. Collection and hauling for hire by private haulers is prohibited without possession of a current valid franchise issued by the City of Spokane.
- 3. Persons who create construction, demolition and/or landclearing wastes as a result of construction, demolition or landclearing activities shall haul construction demolition and landclearing wastes to a Spokane regional health district permitted facility located within Spokane county ((or the Spokane regional solid waste system)).
- 4. All building or demolition permitted sites must have a City of Spokane solid waste container for putrescible waste generated at the job site.
- 5. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff.
- 6. The solid waste ((management)) collection department will provide hauling services for construction, demolition and landclearing wastes upon request.
  - a. The generator shall establish an account for the billing of the disposal of the materials at the permitted facility to be paid by the generator.

- b. The City of Spokane retains all rights permitted to cities concerning the management of all solid waste as provided for under Washington State law.
  - c. Construction, demolition and landclearing wastes collected and hauled by the City of Spokane which are refused will either be returned to the generator or hauled to the Spokane ~~((regional solid waste system))~~ waste-to-energy facility or other appropriate transfer station, at generator's expense.
- F. All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection and copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the City.
- G. In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party's collection privileges.
  - 1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to thirty days' written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.
  - 2. If the director determines such violation is not corrected after thirty days, the director may issue an order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.
  - 3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within fourteen days to city council on the record submitted, without additional testimony.
- H. Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost to the City, as the director may require.
- I. The director of solid waste ~~((management))~~ collection is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section.

Section 10: That SMC section 13.02.0246 is amended to read as follows:

**Section 13.02.0246 Solid Waste Collection Franchisees – Minimum Service Levels – Reasonable Rates**

- A. Some annexed portions of the City are served by private companies pursuant to a franchise granted by the City in accord with RCW 35.13.280. This chapter, as an exercise of the police power to protect the public health, and safety, shall supersede any inconsistent or contradictory franchise provisions.
- B. Holders of municipal solid waste collection franchises shall provide weekly solid waste collection service to all occupied premises within a franchised area at the same general levels and conditions of services as the City solid waste ((~~management~~)) collection department provides. This shall include providing a residential curbside recycling collection program at least equivalent to the services provided by the City.
- C. Rates charged by municipal solid waste collection franchisees shall be fair and reasonable. Where a franchisee's rates within the City are higher than the department rates, the director of solid waste ((~~management~~)) collection may order a franchisee to submit due and proper showing to the director to establish its rates within the City are fair and reasonable, notwithstanding any franchise term or provision to the contrary.
- D. The director of ((~~the regional system~~)) solid waste disposal may require holders of municipal solid waste collection franchises to deliver solid waste to a disposal facility or facilities so designated by that director.
- E. Complaints, including rate disputes, relating to a franchisee are reviewed by the director of solid waste ((~~management~~)) collection. The director's decision, except relating to suspension or revocation of a franchise, is subject to review by the City hearing examiner by filing written notice of appeal thereto within ten days of the date of issuance.
  - 1. Upon timely appeal, the hearing examiner conducts a hearing thereon within forty-five days of the filing of the appeal.
  - 2. The examiner's decision is the final City action, and may be appealed on the record to the superior court of Spokane County by filing a notice of appeal thereon, copy served upon the director and hearing examiner, within thirty days of issuance.
- F. Where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or order of the director, violations are a class 1 civil infraction, with each day of a continuing violation a new and additional violation.
- G. In addition and not by way of limitation to the imposition of penalties and any other remedies available in contract or at law where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or

order of the director, the director may recommend that franchise privileges be suspended or revoked.

1. Said recommendation shall be forwarded to the City hearing examiner, who shall conduct a hearing thereon within forty-five days of the director's recommendation.
  2. The examiner's decision may be appealed within thirty days of issuance to the city council.
  3. The council shall consider the appeal within thirty days of filing. No new evidence shall be considered, and the council shall either approve or reverse the hearing examiner's decision based upon the record submitted by the hearing examiner.
  4. The council's decision is final.
- H. Immediately, but in no case longer than three business days after a franchise has been suspended, revoked, expires, or is abandoned by a franchisee, the franchisee shall transmit to the director of solid waste (~~((management))~~) collection an accurate and up-to-date written list of all routes, addresses of premises served, and type of service within the franchised area affected, and any other information the director may require.
1. Violations of this subsection are a class 1 civil infraction, with each day of a continuing violation a new and separate infraction.

Section 11: That SMC section 13.02.0248 is amended to read as follows:

#### **Section 13.02.0248 Service Outside City Limits**

- A. The City solid waste collection department does not provide collection service outside City limits except as may be authorized by applicable law or contract, including appropriate arrangements with a private solid waste collection company. The solid waste disposal department does operate (~~((a-regional))~~) disposal service for solid waste from inside and outside the City of Spokane.
- B. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, any other portions of this chapter or chapter 13.01 SMC may be applied by the director of solid waste (~~((management))~~) collection or disposal where deemed needed as terms and conditions of service to outside the City customers

Section 12: That SMC section 13.02.0308 is amended to read as follows:

#### **Section 13.02.0308 Director Sets Routes**

- A. Collection routes, dates and times, and type of service (semi-automated or automated) are set by the director, in the director's discretion, based upon needs of the premises, area, reasonable business management practice and system operational needs.
- B. Further information on the date or location of collection service is available from the department. Customers are encouraged to contact the department of solid waste ((management at (509) 625-7878)) collection with any questions relating to departmental operations.

Section 13: That SMC section 13.02.0350 is amended to read as follows:

**Section 13.02.0350 Premises Site Plan Approval for Solid Waste Collection Area Required**

- A. Customers are responsible to obtain the advance plan approval of the director of solid waste ((management)) collection of all proposed waste storage areas, collection points and customer equipment to be used.
- B. This requirement shall apply whenever new construction or remodeling occurs or whenever customer's waste disposal needs change.
- C. Customers involved in the City building permit or plan review process remain responsible to obtain the director of solid waste ((management's)) collection's affirmative approval in addition to other municipal approval requirements. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.
- D. Note that for customer convenience, other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.

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:**

12/08/2014

Date Rec'd

11/21/2014

Clerk's File #

ORD C35197

Renews #Submitting Dept

PUBLIC DEFENDER

Contact Name/Phone

KATHY KNOX 835-5972

Contact E-Mail

KKNOX@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0700 ADOPTION OF PUBLIC DEFENDERS STANDARDS ORDINANCE

Cross Ref #Project #Bid #Requisition #Agenda Wording

Adoption of Public Defender standards ordinance before the effective date of numerical case load limits 1/1/15.

Summary (Background)

The City of Spokane is required by statute to adopt an ordinance relating to public defender standards for misdemeanors.

Fiscal ImpactBudget Account

Select \$

#

Select \$

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Select \$

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Select \$

#

ApprovalsCouncil NotificationsDept Head

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Study SessionDivision DirectorOther

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## ORDINANCE NO. C35197

AN ORDINANCE relating to public defense standards, adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code, consisting of sections 3.10.010 and 3.10.020.

WHEREAS, it is a United States and Washington constitutional requirement, a requirement of chapter 10.101 Revised Code of Washington (RCW) and a public purpose that each person charged with a crime punishable by incarceration or involved in certain other proceedings that may result in loss of liberty or loss of fundamental rights, be provided with effective legal representation in order to ensure equal justice under law without regard to his or her ability to pay; and

WHEREAS, effective legal representation should be provided consistent with the constitutional requirements of fairness, equal protection, and due process in all cases where the right to counsel attaches; and

WHEREAS, the City of Spokane, in 1990, through Resolution 90-71, adopted “Standards for Public Defense Services”; and

WHEREAS, it is the intention of the City of Spokane (the “City”), consistent with chapter 10.101 RCW (adopted by the state legislature in 2005) and other applicable law, to make these services available in an efficient manner which provides effective representation at reasonable cost to the City; and

WHEREAS, under RCW 10.101.030, the City of Spokane is required by ordinance to adopt standards for the delivery of public defense services, whether those services are provided by contract, assigned counsel, or a public defender office. The standards endorsed by the Washington State Bar Association for the provision of public defense services should serve as guidelines to local legislative authorities in adopting standards; and

WHEREAS, the Washington State Supreme Court cited the Washington Bar Association (WSBA) Standards in State v. A.N.J., 168 Wn.2d 91, 225 P.3d 956 (2010) to delineate effective representation on a criminal matter; and

WHEREAS, the United States Supreme Court decided Padilla v. Kentucky, 559 U.S. 356, 130 S.Ct. 1473, 176 L.Ed.2d 284 (2010) relating to a lawyer’s constitutional obligation to his or her client to assess immigration consequences relating to resolution of the case(s) and to tell the client if a guilty plea carries a risk that he will be deported, and the Washington Supreme Court decided State v. Sandoval, 171 Wn.2d 163, 249 P.3d 1015 (2011) holding that erroneous immigration advice is ineffective assistance of counsel; and

WHEREAS, on June 3, 2011, the Washington State Bar Association updated its Standards For Indigent Defense Services, and Performance Guidelines for Criminal Defense Representation; and

WHEREAS, the Washington State Supreme Court has adopted Standards for Indigent Defense more specifically, Standard 3 regarding case load limits, and by court rule, specifically CrRLJ 3.1, requires attorneys to certify quarterly in a Certificate of Compliance filed in courts in which they appear that they will maintain caseloads that allow them sufficient time to provide effective representation, and as of January 1, 2015, by Standard 3.4, that they will aspire to not take an annual misdemeanor caseload exceeding four hundred (400) by straight count or three hundred (300) if by a case weighted count under Standard 3.6; and

WHEREAS, the Honorable Robert S. Lasnik of the Federal District Court for the Western District of Washington in his decision in Wilbur, et al. v. The City of Mount Vernon, et al. provides guidance to cities regarding the provision of indigent defense services in the funding, oversight and evaluation of such services; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted in a new chapter 3.10 to title 3 of the Spokane Municipal Code to read as follows:

Chapter 3.10  
Public Defense Standards

Sections:

3.10.010 Adoption of Standards

3.10.020 Non-discrimination

3.10.010 Adoption of Standards.

A. The City of Spokane hereby adopts the standards set forth in this chapter consistent with RCW 10.101.030. The standards are for the provision of public defense services in conjunction with the City's prosecution of misdemeanor and gross misdemeanor cases. In addition to these standards, outside counsel shall be required to comply with any additional provisions in its individual contract.

B. The City of Spokane adopts Standards for Indigent Defense Services by reference, as the same exist and may hereafter be amended.

C. Public defense services shall be provided to all clients in a professional, skilled manner consistent with 1) the Standards set forth by the Washington State Bar Association and Performance Guidelines for Criminal Defense Representation (June 3,

2011); 2) the Washington State Supreme Court Rules of Professional Conduct, particularly RPC 1.1, 1.3 and 3.1; and 3) the decision of the Honorable Robert S. Lasnik, of the United States District Court for the Western District of Washington, in Wilbur, et al. v. The City of Mount Vernon, et al., case number 2:11-cv-01100-RSL filed December 4, 2013.

D. The City Council recognizes that by adopting these Standards by reference, it is important that changes be reviewed on a regular basis. Accordingly, the City Council requests the City Public Defender to provide a report to the City Council in conjunction with the annual budget process so that it may evaluate the need to update these Standards and the Public Defender's Office budget.

E. The City Public Defender's Office shall adopt a case weighting policy, if at all, consistent with the Washington State Office of Public Defense (OPD) Model Misdemeanor Case Weighting Policy (April, 2014), and file a copy of that policy with OPD.

### 3.10.020 Non-Discrimination.

Neither the City, in its selection of an attorney, firm or agency to provide public defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds race, religion, creed, color, sex, national origin, marital status, familial status, age, sexual orientation, gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability as defined by the American with Disability Act and/or the Washington State Law Against Disability, Chapter 49.60 RCW. Both the City and assigned counsel shall comply with all federal, state, and local non-discrimination requirements, including chapter 1.06 SMC.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

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Mayor

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Date

---

Effective Date

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

12/08/2014

Date Rec'd

8/19/2014

Clerk's File #

ORD C35199

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

First Reading Ordinance

Requisition #Agenda Item Name

0320 ORDINANCE RELATED TO PROCUREMENT AND SALES TAX REVENUE

Agenda Wording

An ordinance relating to procurement; amending SMC section 7.06.100 and adopting a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code.

Summary (Background)

This ordinance sets forth a number of rules relating to procurement of public works, goods and services including the requirement to take into consideration the sales tax revenue the City would receive when purchasing supplies, materials and equipment consistent with RCW 39.30.040. The requirement to consider the sales tax revenue would not apply when the City is purchasing good and procuring services from other government agencies with whom the City has an interlocal procurement agreement.

Fiscal ImpactBudget Account

Select \$

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Select \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Public Works

Finance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Furthermore, the City shall use the same form of bid advertisement and evaluation as used by the State of Washington for vehicle and motor equipment purchases.

<u>Fiscal Impact</u>		<u>Budget Account</u>
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Select	\$	#
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Select	\$	#
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<u>Distribution List</u>	
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## ORDINANCE NO. C35199

An ordinance relating to procurement; amending SMC section 7.06.100 and adopting a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC Section 7.06.100 is amended to read as follows:

### **7.06.100 Application**

Except as otherwise provided by law, procurements of all public works, goods, and services are by public bidding.

- A. Local improvements are by public bidding when the estimated cost of the improvement exceeds five thousand dollars pursuant to RCW 35.43.190.
- B. Public works are by public bidding when the estimated cost of the public work exceeds:
  - 1. ninety thousand dollars if more than a single craft or trade is involved in the project; or
  - 2. forty-five thousand dollars if only a single craft or trade is involved in the project or the project is street signalization or street lighting.

In accordance with RCW 39.04.155, the City may use the small works roster process (including limited public works) as an alternate means of contracting for public works projects.

- C. Purchasing of goods is by public bidding when the estimated cost thereof exceeds thirty-five thousand dollars, or the then current “minor” contract level, in a twelve-month period.
- D. Procurement of personal services is by public bidding when the estimated cost thereof exceeds thirty-five thousand dollars, or the then current “minor” contract level, in a twelve-month period.
- E. Procurement of professional architectural, engineering and surveying services shall be in accordance with article IV of this chapter.
- F. Purchasing of goods from other government agencies with whom the City has an interlocal procurement agreement are exempt from the requirements of this section.
- G. Purchasing of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or

through the United States government are exempted from the requirements of this section.

- H. Except where prohibited by law, when the procurement of public works, services, or goods involves the use of certain moneys subject to special restrictions, those special restrictions will govern the procurement.

Section 2. That there is adopted a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code to read as follows

7.06.225 Competitive Bidding Consideration of Tax Revenues

- A. Bids and price quotes shall be solicited whenever possible from vendors located in the city of Spokane and Washington State. However, pursuant to the city charter and Washington law on competitive procurement, the city may not favor local businesses in the award of competitively awarded contracts.
- B. In accordance with RCW 39.30.040 for purchases of supplies, materials, or equipment, the City shall take into consideration the sales tax revenue the City would receive by purchasing from a supplier located within its boundaries. The City shall provide notice to all potential bidders of its intent to award a contract based on this method at the time of bid advertisement. Provided, however, the City shall use the same form of bid advertisement and evaluation as used by the State of Washington for vehicles and motor equipment purchases.

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:**

12/08/2014

<u>Date Rec'd</u>	12/8/2014
<u>Clerk's File #</u>	ORD C35200
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 DESIGN-BUILD PROJECT EVALUATION CRITERIA		

Agenda Wording

An ordinance relating to design-build project evaluation criteria; amending SMC 7.06.160.

Summary (Background)

This ordinance provides that when the City pursues an alternative public works contracting procedure for design-build proposals pursuant to Chapter 39.10 RCW, as part of the evaluation factors for request for qualifications or request for proposals, the RFP or RFQ shall include criteria factors regarding whether the location of the offices of the prime contractor and all sub contractor would have any impact on the ability of the design-build team to perform the work on the project.

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



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This type of evaluation factor was part of the Spokane Convention Center Completion Project by the PFD in 2013 and the Nelson Service Center Project in by the City also in 2013.

Fiscal Impact

Select \$

Select \$

Budget Account

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Distribution List


ORDINANCE NO. C35200

An ordinance relating design-build project evaluation criteria; amending SMC section 7.06.160.

The City of Spokane does ordain:

Section 1. That SMC section 7.06.160 is amended to read as follows:

**7.06.160 Alternatives to Public Bidding**

- A. When it is considered impractical to initially prepare a procurement description to support an award based upon price, the purchasing director and the requesting department may utilize a request for information or a request for proposals, including in an appropriate case a design-build proposal. The information received in response to the requests may serve as the basis for a future invitation to bid or as the basis for competitive negotiation.
- B. When the city pursues an alternative public works contracting procedure for design-build proposals pursuant to Chapter 39.10 RCW, as part of the evaluation factors for request for qualifications or request for proposals, the city shall include criteria factors regarding whether the location of the offices of the prime contractor and all sub contractor would have any impact on the ability of the design-build team to perform the work on the project.

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:**

12/08/2014

<u>Date Rec'd</u>	11/25/2014
<u>Clerk's File #</u>	ORD C35201
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PUBLIC WORKS APPRENTICESHIP ORDINANCE		

Agenda Wording

An ordinance relating to a Public Works Apprentice Program; adopting new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X.

Summary (Background)

This ordinance provides for an apprenticeship program whereby public works projects over \$350,000 would require five percent of the total contract labor hours of each project to be performed by apprentices enrolled in a state-approved apprenticeship program. The five percent requirement would increase to ten percent in 2016 and fifteen percent in 2017 and beyond. The apprenticeship program would be administered by the utilities department through its director.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
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<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Works
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Rick Romero	
<u>For the Mayor</u>	SANDERS, THERESA	Kyle Twohig	
<u>Additional Approvals</u>		Mike Taylor	
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance authorizes the director to waive or reduce the apprenticeship participation percentage, with written notice to the council, based on demonstrated lack of ability to obtain apprentices in a specific geographic area or field; or, a disproportionately high ratio of material cost to labor hours. The ordinance also provides an exemption if the program conflicts with federal or state grant funding requirements. A violation of the requirements man result in a penalty imposed against the contractor or subcontractor equal to 30% of the highest pad craft hourly rate on the public works project. Decisions of the director could be appealed to the Hearing Examiner.

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

## ORDINANCE NO. C35201

AN ORDINANCE relating to a Public Works Apprentice Program; adopting new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X.

The City of Spokane does:

Section 1. That there is adopted new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X to read as follows:

### **ARTICLE X PUBLIC WORKS APPRENTICE PROGRAM**

#### Sections:

7.06.700	Intent
7.06.710	Definitions
7.06.720	Administration of Apprentice Program
7.06.730	Waiver or Reduction of Goals
7.06.740	Exemption Related to Federal or State Grant Funding Requirements
7.06.750	Utilization of Apprenticeships for Veterans
7.06.760	Penalty
7.06.770	Appeals

#### **7.06.700 Intent**

The City of Spokane recognizes that a well-trained construction work force is critical to the ability of constructing successful public works projects. Apprenticeship training programs are particularly effective in providing training and experience to individuals seeking to enter or advance in the work force. By providing for apprenticeship utilization on public works projects, the City can create opportunities for training and experience that will help assure that a trained work force will be available in sufficient numbers in the future for the construction of public works projects.

#### **7.06.710 Definitions**

For the purpose of this article, the following words are defined as follows:

- A. "Labor hours" means the total number of hours of worked by workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor hours" shall include hours performed by workers employed by the contractor and all subcontractors working on the project. "Labor hours" shall exclude hours worked by foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.
- B. "State-approved apprenticeship program" means an apprenticeship program approved or recognized by the Washington State Apprenticeship and Training Council or similar programs approved by the Washington State Department of Labor and Industries or the the U.S. Department of labor- Bureau of Apprenticeship (BAT) .

#### **7.06.720 Administration of Apprentice Program**

On public works construction projects, as defined in RCW 39.04.010, with an estimated cost of three hundred fifty thousand dollars (\$350,000) or more, at least five (5) percent in 2015, ten (10) percent in 2016 and fifteen (15) percent in years 2017 and beyond of the total contract labor hours of each project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- A. The utilities department shall be responsible for the implementation and administration of this article and is authorized to develop and adopt rules consistent with the requirements of Article X of Chapter 7.06 SMC. The director shall establish contract specification language to implement the apprenticeship requirement, which may change from time to time. The director shall develop and implement a system for monitoring the actual use of apprentices on public works projects.
- B. The director shall establish a monitoring program to verify compliance with this article. The director shall report to the city council at least twice each year to report on the apprenticeship program.

#### **7.06.730 Waiver or Reduction of Goals**

The director is authorized to waive or reduce the apprenticeship participation percentage on public works construction projects with prior written notice to the city council. The director's decision to reduce the apprenticeship participation percentage shall be based on his or her findings that there is a demonstrated lack of ability to obtain apprentices in a specific geographic area or field; or, a disproportionately high ratio of



material costs to labor hours, which does not make feasible the required minimum level of apprentice participation.

**7.06.740 Exemption Related to Federal or State Grant Funding Requirements**

This article shall not apply or the participation percentage shall be reduced if in conflict with state of federal grant funding requirements.

**7.06.750 Utilization of Apprenticeships for Veterans**

The City encourages the utilization of the apprenticeships for veterans and encourages a goal of ten percent of apprenticeship labor hours be performed by veterans.

**7.06.760 Penalty**

- A. All city public works contracts involving this article shall include a provision establishing a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the public works project as determined by prevailing wages for each unmet labor hour to be imposed by the director on each contractor or subcontractor who violates the provisions of this article.
- B. Failure to comply with the provisions of this article shall be deemed a breach of the public works contract with the City and shall be considered grounds for disqualifying the contractor for future public works contracts.

**7.06.770 Appeals**

- A. An appeal may be filed with the City's hearing examiner by any individual, contractor or other party affected by the enforcement of this article regarding the director's decision to waive or reduce the apprenticeship participation percentage or the imposition of penalties pursuant to SMC 10.07.080.
- B. Appeals shall be filed within ten (10) business days of the director's decision. Appeals shall be processed consistent with SMC 17G.050.310-320.
- C. The hearing examiner shall either affirm or reverse the decision of the director. If the hearing examiner reverses the director's decision, the matter shall be remanded to the director to decide the matter consistent with the hearing examiner's decision.
- D. An appeal shall not act as a stay to a public works construction project. A decision by the hearing examiner regarding the waiver or reduction of the apprenticeship participation percentage shall be only apply prospectively. A

decision by the hearing examiner affirming the director's assessment of penalties may be considered grounds for debarment under SMC 7.06.610 B.

E. The hearing examiner's decision may be appealed to Superior Court.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**SPOKANE CITY COUNCIL**

808 W. Spokane Falls Blvd.

Spokane, WA 99201-3335

(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

**Policy Analysis:**  
**Apprenticeship Utilization Requirement on Public Works Projects**

Adam McDaniel

November 24, 2014



**SPOKANE CITY COUNCIL**  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6269

Adam McDaniel  
Senior Executive Assistant to Council President Ben Stuckart

### **Issue: Qualified Worker Shortage**

The City of Spokane faces a qualified construction worker shortage to meet upcoming major city-owned projects. These projects include: street work related to the recent voter-approved levy, implementation of the Riverfront Park Master Plan, and executing the City's Integrated Clean Water plan. A well-trained, highly-skilled construction workforce is absolutely essential to the City's ability to construct high-quality and long-lasting projects. According to the *Georgetown University Center on Education and the Workforce*, by 2018, the United States will face a shortage of workers with recognized postsecondary credentials – shortages of 3,000,000 workers with degrees and 4,700,000 workers with certificates. In 2012, the Bureau of Labor Statistics reported that the median age of construction and extraction workers was 41.4 years—and rapidly rising. The U.S. Department of Labor estimates that the construction and building sector will need to increase by nearly 250,000 new workers each year for the next 5 years to meet the forecasted construction projects. The data showing that the construction workforce is aging while the supply of young people entering these career fields is rapidly declining are indicators that the City needs to seriously consider as a frequent consumer of construction services. Baby boomers are retiring, taking a lifetime of experience, skills, and professional expertise with them. The intent of this analysis is to provide a recommendation on the City of Spokane's ability to adopt policy that will help build and sustain a qualified construction workforce through its purchase of construction services.

To further understand the worker shortage problem, it is imperative to study the background on the overall national labor shortage beyond the scope of municipal public works. Many local business and construction organizations, such as the Spokane Homebuilders, and national organizations, such as the Associated General Contractors of America, are concerned about the lack of qualified labor to meet the workforce demand in all areas of our recovering local and national economies. A spokesman for the National Association of Home Builders went as far as attributing at least a portion of the slow housing recovery to a qualified construction labor shortage: "The housing recovery will be a modest one, not only because the overall economy is moving relatively slow, but because rebuilding the infrastructure of the homebuilding industry is taking time. The labor shortage has been a contributing factor". (Smialek, "Housing Rebound Stymied by Spot U.S. Labor Shortages") Brian Turmail, a spokesman for Associated General Contractors of America (AGC), also expressed concern for the builders across the country: "A lot of folks are worried about a lack of skilled workers, a lack of carpenters, a lack of laborers, and a lack of equipment operations"(Smialek, "Housing Rebound Stymied by Spot U.S. Labor Shortages"). Those concerns are visibly represented in a survey by the AGC, which reported that 62% of its membership is having a difficult time filling key professional and craft worker positions. Additionally, 74% of its membership believes it will become even more difficult to fill the craft worker positions. The Washington State AGC members' survey results are presented in the graph below:



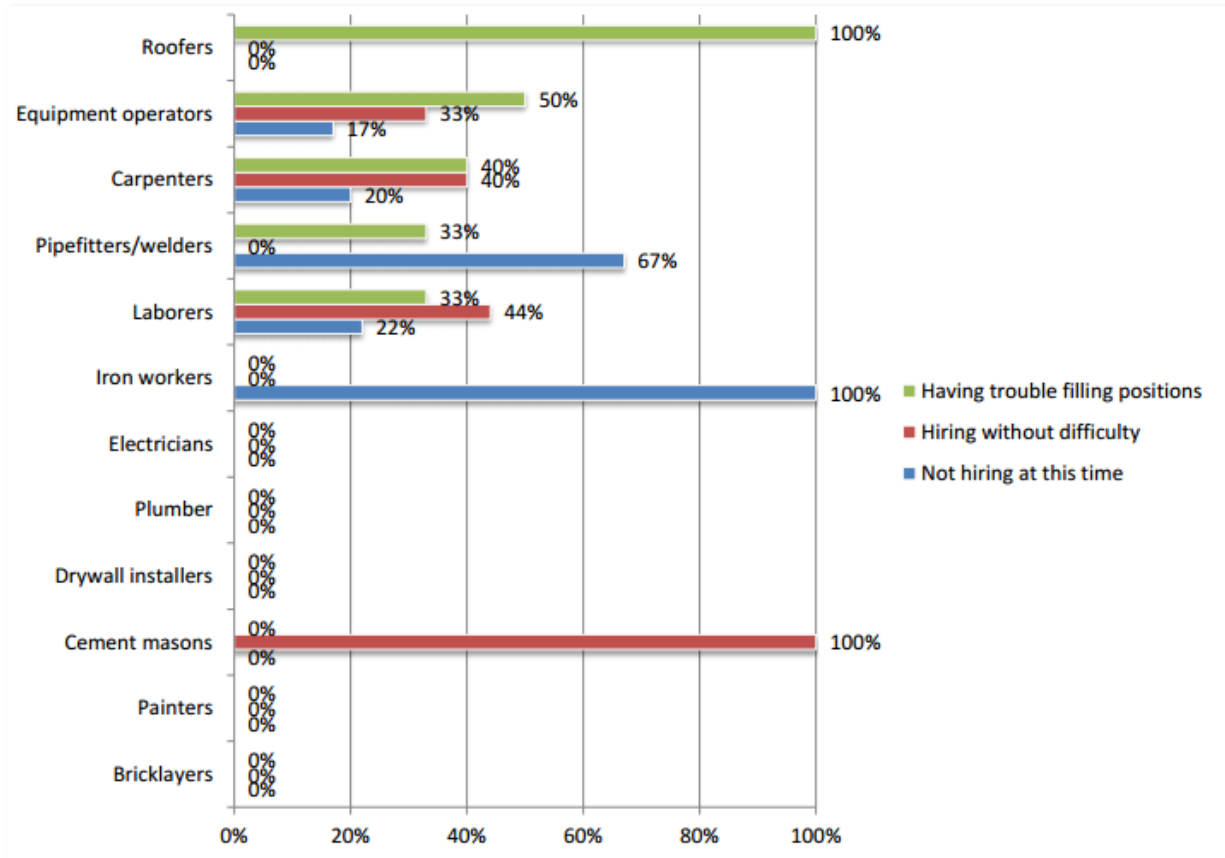
## SPOKANE CITY COUNCIL

808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

**14. If you are having trouble filling key craft worker positions, please indicate all the position types you are having trouble filling.**



Source: 2014 Construction Outlook Survey Results – Washington Results (Association of General Contractors)

Locally, community leaders in Spokane have recognized that there has been a looming qualified worker shortage problem for several years. As a former board member on the Spokane Economic Development Council (now Greater Spokane Incorporated), John Pilcher was quoted as saying: “We want to be thinking down the road. We’re only going to be successful if we’re thinking ahead and planning for the future. It is a nice problem to have and we’ve got more jobs coming. But we have to be ready for those jobs and the community’s got to be ready to fill those positions.” (KHQ, “Spokane may soon face labor shortage”) Most economists and labor experts agree--if we are to remain competitive in a global economy, the public sector and the private sector must share the responsibility of training and establishing the next generation of skilled workers. With the adoption of the two ballot measures in 2014, we have an opportunity to step-up and meet this responsibility. Shaun O’L Higgins of The Oxalis Group, a Spokane-based training and consulting firm, wrote in the Journal of Business: “Two economically important issues on City of Spokane ballots were passed by voters: the initiatives to fund comprehensive street and park improvements and maintenance. They will give employment a boost as private



#### **SPOKANE CITY COUNCIL**

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Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

firms compete for contracts to handle much of the work. Meanwhile, large public- and private-sector projects are underway or on the drawing board, which should restore and maintain short- and mid-term construction-sector employment”. (Higgins, 6)

### **Solution Option: Apprenticeship Programs in Washington State**

Now that Spokane voters have chosen to invest further in Riverfront Park and our city’s transportation system, there is an immediate public responsibility to ensure that a qualified workforce will be available to sustain the high-skilled work and demanding tempo of these long-term projects. A well-managed municipal apprenticeship utilization requirement on public works projects has been identified by policy makers as a potential recommendation for addressing project sustainability issues related to the construction worker shortage.

An apprenticeship is a job in which an individual (at least 18 years old for construction trades) is paid to learn a set of skills through on-the-job training. Registered Apprenticeship Programs were created in 1937 through the National Apprenticeship Act (also known as The Fitzgerald Act) and are programmed by the United States Department of Labor. The way the program works is fairly simple: An apprenticeship sponsor, such as the Association of General Contractors, registers its program and its apprentices with the Federal government or a state agency – I.E. Washington State Apprenticeship and Training Council via the Washington State Department of Labor and Industry (L&I). The Department of Labor and Industry works with 300 state approved programs to help administer their training standards. Any employer can join an apprenticeship program as long as they abide by the standards of the program – they are not required to sign a collective bargaining agreement to participate in any state-approved apprenticeship program. The apprentice is required to meet certain competencies and standards through a specific length of training for each craft. For example, a Spokane resident training to become a construction electrician would train at least five years before reaching journey-level status. This usually accounts for over 2,000 on-the-job hours and a minimum of 144 hours of classroom instruction. Upon completion, the apprentice receives a nationally-recognized certificate, which certifies him or her as a highly-skilled journey worker. The apprentice’s starting wage is usually 50% of the journey-level wage, theoretically reducing the labor costs of a project falling under prevailing wage requirements.

Spokane Community College currently serves as a partner to 19 different apprenticeship programs and committees by offering classes on different crafts and trades. Some of the construction-related craft programs offered through Spokane Community College include:

- Bricklayers/Tile setters (Inland Northwest Masonry Apprenticeship Committee)
- Carpenters (Washington State UBC JATC)
- Cement Masons (OPCMIA Local 72)
- Electrical Workers (IBEW Local 73)
- Ironworkers (Pacific Northwest Ironworkers Local 14)
- Laborers (Northwest Laborers Apprenticeship Committee)



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Senior Executive Assistant to Council President Ben Stuckart

- Plumbers/Steamfitters (Inland Empire Plumbing and Pipefitting Industry Apprenticeship Training Committee)
- Sheet Metal Workers (Northeast Washington-Northern Idaho Sheet Metal Apprenticeship Committee)

The state of Washington has more than a decade of success with apprenticeship utilization requirements. Washington State's first apprentice utilization requirement came via Executive Order from Governor Gary Locke in 2000. King County, the City of Seattle, and the Port of Seattle had adopted apprenticeship utilization requirements 7 years earlier! The City of Spokane, by adopting policy requiring apprenticeship utilization on public works projects, would join numerous cities, counties, public development entities, and agencies across the state of Washington in recognizing the public sector's role as a construction services consumer in workforce development. The following organizations have adopted their own apprenticeship utilization policies: King and Snohomish Counties; the cities of Edmonds, Seattle, and Vancouver; Spokane Public Schools; Washington State Department of Transportation; and all four-year institutions of higher learning in the state of Washington. This year, United States Senator Patty Murray, seeing the value of Washington's apprenticeship program, led her Senate colleagues in sponsoring the *Promoting Apprenticeships for Credential and Employment Act*. In her statement announcing this bill, Senator Murray noted the success of apprenticeship programs. "Workers in Washington State and across the country have benefitted from registered apprenticeship programs. These are investments we know have among the highest pay offs for our economy." (Murray, "Murray, Miller, Pocan Introduce Bill to Invest in Apprenticeships, Increase Skilled Workers")

### **Apprenticeship Program Benefits**

The investments in Registered Apprenticeship Programs have been studied and its benefits to the public and the workers have been verified by multiple sources. A national study by Mathematica Policy Research found that individuals who completed Registered Apprenticeship Programs earned over \$240,000 more over the course of their careers than individuals not participating in such Apprenticeship programs. In Washington that number is even greater: According to the Workforce Training and Education Coordinating Board (as seen in the graphs below), for each Washingtonian who completes a Registered Apprenticeship Program, there is a 90-to-1 return on investment ratio for a total net benefit of just over \$300,000 over that individual's career. The program evaluation also shows that the general public receives a lifetime return on taxpayer investment of 23-to-1, or around \$80,000 for each person completing a Registered Apprenticeship Program. (Workforce Training and Education Coordinating Board, "Apprenticeship 2014 Dashboard")



**SPOKANE CITY COUNCIL**  
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 Spokane, WA 99201-3335  
 (509) 625-6269

Adam McDaniel  
 Senior Executive Assistant to Council President Ben Stuckart

### Participant and Public Benefits and Costs per Apprentice

Benefit/Cost	First 2.5 years		Lifetime (until 65)		Sum of Costs and Benefits
	Participant	Public	Participant	Public	
<b>Benefits</b>					
Earnings	\$38,059	\$0	\$325,870	\$0	
Fringe Benefits	\$7,612	\$0	\$65,174	\$0	
Taxes	-\$9,983	\$9,983	-\$85,476	\$85,476	
Transfers					
UI	\$890	-\$890	\$1,592	-\$1,592	
<b>Costs</b>					
Foregone net comp.	\$23,422	\$6,220	\$23,422	\$6,220	
Program costs	-\$1,854	-\$3,606	-\$1,854	-\$3,606	
Benefits	\$36,578	\$9,094	\$307,160	\$83,884	
Costs	\$21,568	\$2,614	\$21,568	\$2,614	
<b>Total (Net)</b>	<b>\$58,146</b>	<b>\$11,708</b>	<b>\$328,728</b>	<b>\$86,498</b>	<b>\$415,226</b>

*Note: Benefits and costs are expressed in 2013 first quarter dollars.*

Source: Workforce Training and Education Coordinating Board – 2014 Workforce Training Results





## SPOKANE CITY COUNCIL

808 W. Spokane Falls Blvd.

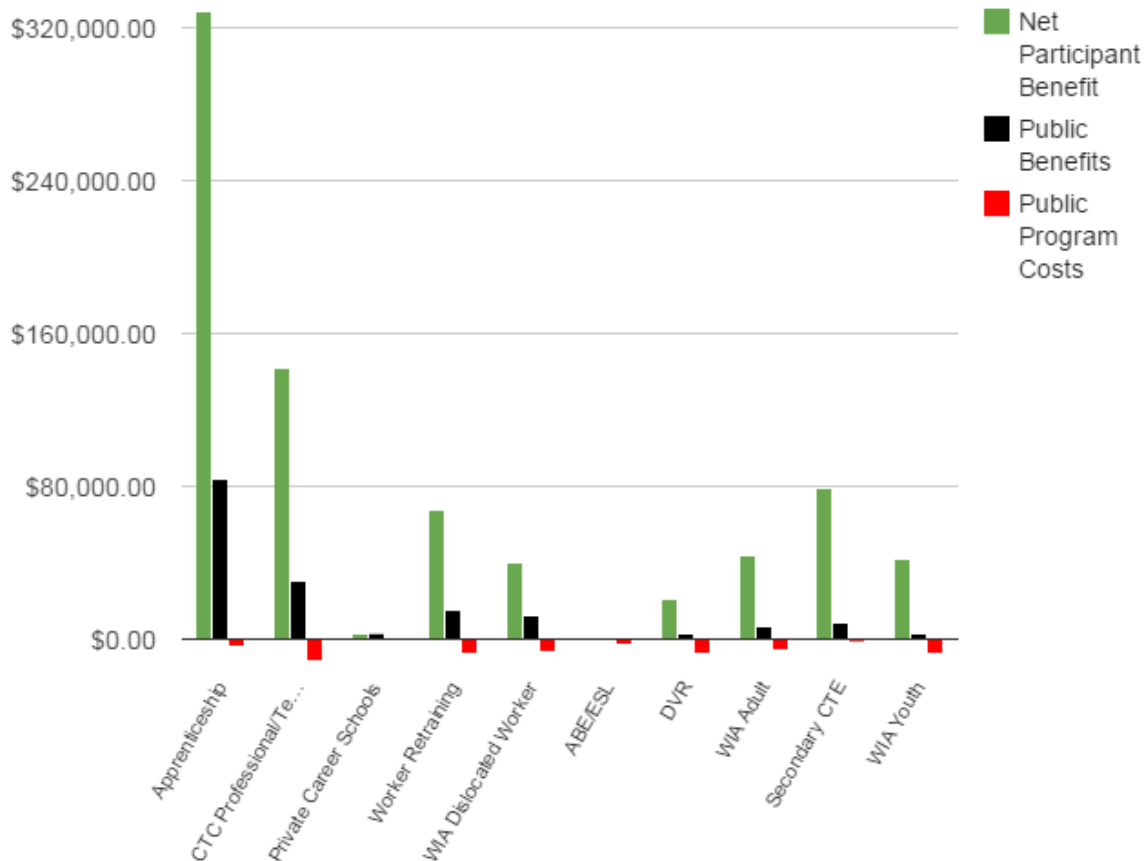
Spokane, WA 99201-3335

(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

### Per Participant Benefits, Increase in Tax Receipts, and Public Costs - to Age 65



Source: Workforce Training and Education Coordinating Board

### Key Apprenticeship Facts

- Government agencies do not fund the training of apprentices. Most programs are funded by employers or by labor/management committees.
- The United States Department of Labor estimates that the construction industry will need to add 1.2 million new construction workers to meet expected construction project demands.



#### SPOKANE CITY COUNCIL

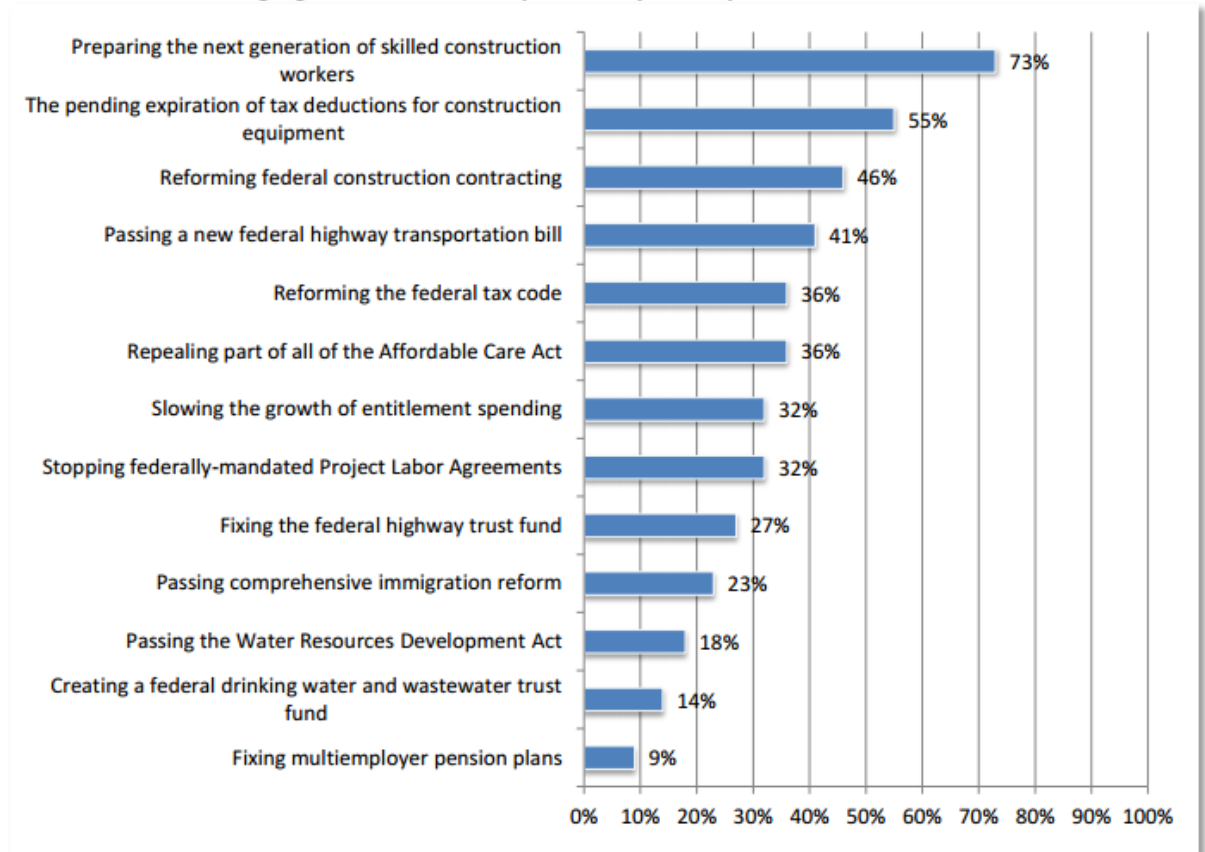
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- State law requires that apprenticeship programs be utilized on Washington State Department of Transportation projects, public works projects by public school districts, and public works projects by four-year institutions of higher learning.
- According to a Washington Employment Security Department survey, 84% of participants who complete an apprenticeship program were employed. The completers reported median earnings of \$63,869 within six to nine months of completing their apprenticeship program.
- The 2015 Washington State Construction Outlook Survey Results reports 73% of the AGC Washington membership named “preparing the next generation of skilled construction workers” as the most important legislative issue important to their businesses.

#### 34. Which of the following legislative issues are important to you and your business?



- Source: 2014 Construction Outlook Survey Results – Washington Results
- Veterans can use GI Bill benefits to enroll in apprenticeship programs.
- A Washington State Registered Apprentice receives a 50% tuition waiver at a Washington state community or technical college.



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- According to the Washington state Workforce Training and Education Coordinating Board, for every dollar invested, apprenticeships return \$91 to participants in the form of increased net lifetime earnings, and \$23 to the taxpayer public in additional tax revenue. It is one of the top performing programs in Washington for workforce development.
- According to the same survey by the Washington Employment Security Department, 93% of employers reported satisfaction with apprenticeship program completers.
- Joining an apprenticeship program costs money and varies depending on the program and occupation.
- During the past 8 years, Federal funding for career and technical education has been cut from \$1.3 billion a year to \$1.12 billion in 2014.
- According to the Bureau of Labor Statistics, the number of union construction workers shrank by 23%, from 1.1 million in 2008 to 900,000 in 2013.
- According to FMI, a construction consulting firm, the construction industry will need to add 1.5 million new workers due to retirees and increased demand.
- Spokane Community College cooperates with 19 different apprenticeship programs to make classes available for different trades. White males currently represent 85% of apprenticeship participants in Washington.
- African Americans, Whites, and Native Americans are represented above their proportions of the Washington state population. Hispanics, Asians, and those with a multiracial background are represented below their proportions of the Washington state population.
- There are approximately 300 state approved apprenticeship programs in Washington. Nearly 3/4ths of them are building and construction trades.
- Starting wages for an apprentice is usually 50% of the journey-level wage.
- According to the International Brotherhood of Electrical Workers Local 73 (3210 East Ferry, Spokane), there are 65 apprentices currently participating in their state-approved program.
- According to the Iron Workers Local 14 (16610 E. Euclid, Spokane Valley), there are 145 apprentices currently participating in their state-approved program.
- According to the Operative Plasterers' and Cement Masons Local 72 (3921 East Main, Spokane), there are 13 apprentices currently participating in their state-approved program.
- According to the United Association Local 44 (3915 East Main, Spokane, WA) there are 40 plumber/pipefitter apprentices currently participating in their state-approved program.
- According to the Northwest Laborers Apprenticeship Committee (3021 East Francis, Spokane, WA), there are approximately 101 apprentices participating in their state-approved program.



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- According to the Boilermakers Local 242 (N. 6404 Pittsburg, Spokane, WA), there are 17 apprentices participating in their state-approved program.
- According to the Western States Operating Engineers Training Institute (Spangle, WA), there are 60 apprentices participating in their state-approved program.
- According to the Eastern Washington and Northern Idaho Painters and Allied Trades Apprenticeship Committee, there are 26 painters and drywall finisher apprentices in their state-approved program.
- According to the Inland Northwest Chapter Associated General Contractors Carpenters (2110 N. Fancher Rd., Spokane, WA), there are 30 apprentices participating in their state-approved program.
- According to the Inland Northwest Chapter Associated General Contractors Operators (2110 N. Fancher Rd., Spokane, WA), there are 40 apprentices participating in their state-approved program.
- According to the Construction Industry Training Council of Washington, there are 60 Spokane-area apprentices in their state-approved program. 24 of these apprentices are construction equipment operator apprentices who work all over the state of Washington.
- According to the Northeastern Washington-Northern Idaho Sheet Metal Apprenticeship Committee (7209 E. Trent, Spokane, WA), there are 60 apprentices in their state-approved program.

### **Policy Recommendation**

The City is obligated to maximize the benefits of all contracts utilizing taxpayer dollars in most efficient, transparent, and open manner. As a major construction market participant, the City is in a unique role to create contracting policy that serves the community and taxpayer beyond the current service contract model used on public works projects.

The City Council should consider adopting an ordinance that requires a small percentage of apprentices to be directly utilized on public works projects over a certain dollar threshold, exercising its proprietary interest as a project owner and consumer of construction services.

Such an ordinance would be the equivalent of a procurement policy as a consumer of construction services and the owner of projects. It would not be the intent of this ordinance to regulate labor relations or benefit programs of the City's potential contractors. Legislators could be assured that the ordinance language would not constitute a mandate or an additional regulatory requirement on construction firms doing business with the City.

Additionally, but separately, the City should advocate at the Federal level for increased funding for the Carl D. Perkins Act which would make it easier for school districts to expand career and technical education opportunities. The City should also advocate for increased funding for the



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Federal Office of Apprenticeship to study the impact and performance of apprenticeship programs throughout the country.

**Proposed Ordinance Details for Consideration**

- Because of such specificity of crafts, equipment, and services utilized on public works projects, the Utilities Director should be given the opportunity to reduce, or potentially waive, the percentage requirement if a sufficient number of apprentices do not exist for a craft. The Utilities Director could also take into consideration the feasibility of using apprentices on projects in which the ratio of material costs to labor hours is disproportionately high, or the use of the composite crew model provides a much greater economic benefit to the city.
- If any contractor, individual, or interested party believes that the apprenticeship utilization waiver or reduction has been made discriminately, a process of appeal should be made accessible. The City should consider the first stage of appeal be a referral to the City's Hearing Examiner for review. If unsatisfied with the Hearing Examiner's ruling, all interested parties should be given the ability to make an appeal to Superior Court. The appeal process should not serve as a hindrance for the City to begin project construction.
- The City should also consider creating a penalty clause that holds contractors accountable for deliberate non-compliance. The penalty section should be crafted to ensure that contractors abiding by the spirit of the law are not unfairly punished for missing their utilization target; however, a contractor should make a good-faith effort to request any reduction in the utilization goal prior before accepting and executing the public works contract.
- The City Council should consider drafting the ordinance to recognize current industry habits, as well as the potential lack of immediate apprentices in certain crafts. These realizations could be met by adopting an initial higher project dollar threshold and lower percentage utilization requirement. Gradually, the project dollar threshold and percentage utilization requirement should be adjusted to reflect a well-stocked apprentice pool and subsequent construction industry adjustment to the City of Spokane's new policy.
- The City Council should consider adding an additional human resource in the form of a Compliance Officer to assist the Utilities Director in implementing this new policy. This Compliance Officer should also serve as a liaison to all stakeholders including the City of Spokane's public works management team, the local construction industry, union



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organizations, and the Washington State Department of Labor and Industries. The Compliance Officer and City of Spokane's Utilities Director should provide presentations to the City Council at least annually, on the apprenticeship program to include compliance rates, successes, and areas for improvement. Other than additional human resources to address compliance issues, apprenticeship utilization on public works contracts cost the City nothing. An argument can be made that the apprenticeship utilization will lead to higher bids on public works contracts, however that argument has not been backed up by any studies that I have reviewed on this topic.

- The City of Spokane, through the Human Rights Commission, should work with the Inland Empire construction industry and union organizations to establish apprenticeship program outreach opportunities to underrepresented communities. The City could expand the reach of its program by creating apprenticeship utilization goals for underrepresented groups such as minorities, women, veterans, and persons with disabilities. The Association of General Contractors, a major stakeholder of this policy, has been diligently working to provide more opportunities to returning veterans.
- The Council should also work with stakeholders to determine if the contract labor hours should apply to contractors as well as subcontractors. The Council should consider both the flexibility and administrative ease for both the City and contractor by requiring the prime contractor be solely responsible for meeting the apprenticeship utilization requirement; however, the Council must also consider its intent of the ordinance when evaluating the tradeoffs of eliminating the requirement for subcontractors.



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

12/08/2014

<u>Date Rec'd</u>	11/25/2014
<u>Clerk's File #</u>	ORD C35202
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SHERYL 6224	<u>Project #</u>	
<u>Contact E-Mail</u>	SMCGRATH@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320-ORDINANCE RELATING TO ESTABLISHING MAYOR'S SALARY		

Agenda Wording

An ordinance submitting a ballot proposition to the voters of the City of Spokane to amend Section 7 of the Charter of the City of Spokane relating to the establishment of the Mayor's salary.

Summary (Background)

Section 84 of the City Charter permits the Council, on its own motion, to submit to the voters any proposed ordinance or measure. Section 125 of the City Charter provides that the Council may submit to the voters proposed amendments to the City Charter. Section 7 of the Charter currently provides that the minimum salary of the Mayor shall be an amount equal to the salary of the highest paid city employee, other than the city administrator. This ordinance sets forth an amendment to Section 7 to be submitted to the votes that provides that the Mayor's salary shall be set by the City's Salary Review Committee consistent with the rules and procedures set forth in the SMC and state law.

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

## ORDINANCE NO. C35202

An ordinance submitting a ballot proposition to the voters of the City of Spokane to amend Section 7 of the Charter of the City of Spokane relating to the establishment of the Mayor's salary.

WHEREAS, Section 5 of the Spokane City Charter created the position of Mayor as the chief executive officer of the City; and

WHEREAS, Section 7 A. of the City Charter provides that the minimum salary of the Mayor shall be an amount equal to the salary of the highest paid city employee, other than the city administrator as provided in Section 24 of the Charter; and

WHEREAS, the City Council adopted chapter 2.05 SMC, pursuant to RCW 35.21.015, to create the Salary Review Commission that would establish the base salaries of the Council President and the Council Members; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, pursuant to its authority set forth in sections 84 and 125 of the City Charter, the City Council has determined that an amendment to Section 7 of the City Charter providing that the Mayor's salary shall be established by the City's Salary Review Commission should be submitted to the voters of the City for their adoption or rejection on the February 10, 2015 scheduled special election.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE ORDAIN:

Section 1. That Section 7 of the City Charter of the City of Spokane regarding the salary of the Mayor shall be amended as follows:

### **Section 7. Salary**

- A. The ~~((minimum))~~ annual base salary of the mayor shall be ~~((an amount equal to the salary of the highest paid city employee (other than the city administrator as~~

provided in Section 24))) established by the City's Salary Review Commission consistent with the rules and procedures set forth in the Spokane Municipal Code and state law.

- B. The salaries of the council president and council members shall be established by ordinance adopted by the city council or pursuant to state law and may be increased or decreased from time to time. Any change in the salary for the office of council president or council member established by ordinance adopted by the city council shall not be applicable to the term then being served by the incumbent. Any change in the salary of the office of council president or council member established pursuant to state law shall become effective pursuant to the applicable state law.

Section 2. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the election to be held on February 10, 2015 in conjunction with the scheduled general election, as the following proposition:

**CITY OF SPOKANE**

**PROPOSITION NO. 1**

**AMENDMENT TO CITY CHARTER REGARDING  
ESTABLISHMENT OF THE MAYOR'S SALARY**

This proposition will amend Section 7 of the Spokane City Charter providing that the Mayor's salary shall be established by the City's Salary Review Commission consistent with the rules and procedures set forth in the Spokane Municipal Code and state law, all as set forth in Ordinance No. C- \_\_\_\_\_.

Should this measure be enacted into law?

Yes ..... ☐  
No ..... ☐

Section 3. Effective Date.

This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date Pursuant to  
Certification of Election

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

12/08/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35198
<u>Renews #</u>	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	RES 2014-0104
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0650 - HEARINGS - VACATION OF UN-NAMED PORTION OF RIGHT-OF-WAY		

Agenda Wording

Vacation of an un-named portion of right-of-way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway, requested by Rodney Black and John McCormack.

Summary (Background)

At its legislative session held on November 3, 2014 the City Council set a hearing on the above vacation for December 8, 2014. Since that time, staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED - 10/20/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
		jsaywers@spokanecity.org	
		mnilsson@spokanecity.org	

City of Spokane  
Planning and Development  
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ORDINANCE NO. C35198

An ordinance vacating an un-named portion of right of way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway in Section 20, T25N, R42E, W.M., Spokane, Washington as requested by Rodney Black & John McCormack.

WHEREAS, a petition for the vacation of an un-named portion of right of way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway in Section 20, T25N, R42E, W.M., Spokane, Washington, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the un-named portion of right of way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway in Section 20, T25N, R42E, W.M., Spokane, Washington as requested by Rodney Black & John McCormack is hereby vacated. Parcel number not assigned.

Section 2. That this ordinance shall not become effective until the owners of parcel north of the area to be vacated have deeded to the City of Spokane the north 30 feet of the property north of the vacated right-of-way.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date:\_\_\_\_\_





**CITY OF SPOKANE**  
**PLANNING AND DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd., Spokane WA 99201-3343  
(509) 625-6700 FAX (509) 625-6349

**STREET VACATION REPORT (P1304309VACA)**  
November 04, 2014

**LOCATION:** Vacation of an un-named 60 foot by 447.97 foot strip approximately 650 feet North of 8018 West Sunset Hwy (US2)

**PROPONENT:** Rodney Black & John McCormack

**PURPOSE:** To aggregate parcel #28204.9024 on the north side of right of way with parcel #25204.9025 on the south side from the City to facilitate future development.

**HEARING:** To be determined

**REPORTS:**

**AVISTA UTILITIES** – No objection. Provide copy of the Ordinance upon approval.

**COMCAST** – No objection.

**CENTURYLINK** – No objection.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comment.

**FIRE DEPARTMENT** – No objection.

**NEIGHBORHOOD SERVICES** – No comment.

**PARKS DEPARTMENT** – No comment.

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – No objection.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comment.

**PLANNING & DEVELOPMENT – PLANNING** – No objection. If the owner wishes to consolidate the parcels after street vacation a boundary line adjustment will be necessary.

**POLICE DEPARTMENT** – No comment.

**SOLID WASTE MANAGEMENT** – No comment.

**STREET DEPARTMENT** – No comment.

**WASTEWATER MANAGEMENT** – No objection. Onsite runoff to be maintained and treated onsite.

**WATER DEPARTMENT** – No objection. The Water Department has no infrastructure in the proposed vacation area and no current plans to install water infrastructure in the proposed vacation area.

**BIKE ADVISORY BOARD** – No comment.

**SPOKANE COUNTY** – No comment received from the County Engineer.

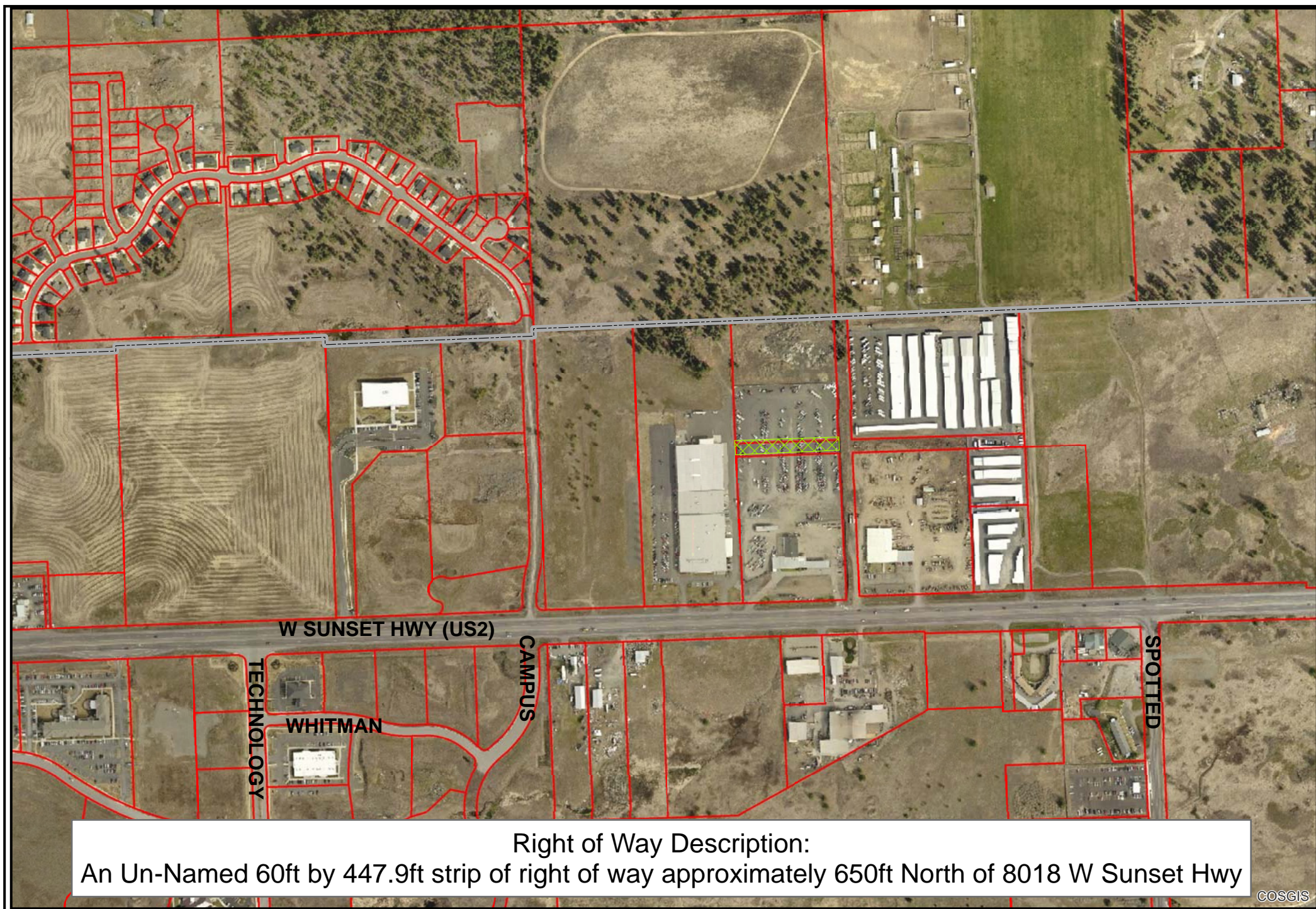
**RECOMMENDATION:** That the petition be granted based on the intent of the applicant and recommendations from received comments and a vacating ordinance be prepared subject to the following conditions:

1. On-site runoff must be collected and treated on the site.
2. Granting the applicants a no-cost vacation provided that they deed the north 30 feet of the property north of the vacated right-of-way to the City.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met, and that the above conditions are met by December 31, 2015.



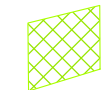
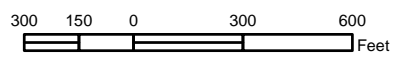
Eldon Brown, P.E.  
Principal Engineer – Planning and Development





**Right of Way Description:**  
An Un-Named 60ft by 447.9ft strip of right of way approximately 650ft North of 8018 W Sunset Hwy

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.  
Not suitable for design purposes.



AREA

COSGIS



DISTRIBUTION LIST  
VACATION OF UN-NAMED PORTION OF RIGHT-OF-WAY, 60 FEET BY 447.97 FEET,  
APPROXIMATELY 650 FEET NORTH OF 8018 WEST SUNSET HWY

POLICE DEPARTMENT  
ATTN: LT REX OLSON

FIRE DEPARTMENT  
ATTN: LISA JONES

CURRENT PLANNING  
ATTN: TAMI PALMQUIST

WATER DEPARTMENT  
ATTN: DIRECTOR DAN KEGLEY

WATER DEPARTMENT  
ATTN: JIM SAKAMOTO

WATER DEPARTMENT  
ATTN: SUPERINTENDENT LYNN SHUPE

WATER DEPARTMENT  
ATTN: CHRIS PETERSCHMIDT

STREETS  
ATTN: MARK SERBOUSEK

STREETS  
TRAFFIC PLANNING  
ATTN: GERALD OKIHARA

STREET DEPARTMENT  
ATTN: DAUN DOUGLASS

SIGNS AND MARKINGS  
ATTN: MARCUS EVELAND

ELECTRONIC SERVICE CENTER  
ATTN: VAL MELVIN

PLANNING & DEVELOPMENT  
ATTN: ERIC JOHNSON

CONSTRUCTION MANAGEMENT  
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT  
ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT  
ATTN: BILL PEACOCK

STATE EXAMINER

PARKS & RECREATION DEPARTMENT  
ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES  
ATTN: JACKIE CARO

NEIGHBORHOOD SERVICES  
ATTN: ROD MINARIK

BICYCLE ADVISORY BOARD  
ATTN: LOUIS MEULER

COMCAST  
DESIGN & CONSTRUCTION  
1717 E BUCKEYE AVE  
SPOKANE WA 99207

AVISTA UTILITIES  
PO BOX 3727  
SPOKANE WA 99220

CENTURY LINK  
ATTN: KAREN STODDARD  
904 N COLUMBUS ST  
SPOKANE WA 99202

MORE NON-EXEMPT MATERIAL TRUST, JM  
P O BOX 2127  
SPOKANE WA 99210

MORE NON-EXEMPT TRUST, JM  
7916 W SUNSET HWY  
SPOKANE WA 99224

ABC MINI STORAGE  
7726 W SUNSET HWY  
SPOKANE WA 99224-9713

ABC MINI STORAGE  
421 W RIVERSIDE STE 470  
SPOKANE WA 99201

RA PEARSON CO  
8120 W SUNSET HWY  
SPOKANE WA 99224-9048