

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 20, 2015

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 THURSDAYS 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 entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or 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 Extension No. 4 with Kodiak Security Services, Inc. (Spokane, WA) for site security services at the Northside Landfill from February 1, 2015, through January 31, 2016—not to exceed \$42,800.
Chuck Conklin | Approve | OPR 2011-0169 |
| 2. Settlement and Release of Claims and Temporary Construction Easement with B-Two, LLC (Spokane, WA) for property at 1202 East Front Avenue and 220 North Erie Street in conjunction with the Riverside Extension - Phase II project—not to exceed \$12,000, plus \$1,500 in closing costs. David Steele | Approve | OPR 2015-0310
ENG 2005264 |
| 3. Purchase and Sale Agreement with Nash Eagle Ridge, LLC (Spokane, WA) for the acquisition of real property located at 115 West Eagle Ridge Boulevard—not to exceed \$550,000, plus approximately \$15,000 in closing costs. David Steele | Approve | OPR 2015-0311 |
| 4. Consultant Agreement with BDS Planning & Urban Design (Seattle, WA) to provide assistance to the Greater Hillyard Business Association and East | Approve | OPR 2015-0312
RFP 4099-15 |

Spokane Business Association in the establishment of Business Improvement Districts from April 1, 2015, through December 31, 2015—\$50,000.

Boris Borisov

- | | | |
|--|-----------------------------------|------------------------------|
| 5. Agreement with American Medical Response Ambulance Service (Spokane, WA) to provide ambulance transport when requested by the Fire Department from June 1, 2015 through May 31, 2020—\$300,000 per year. Scott Simmons | Approve | OPR 2015-0314
BID 4060-14 |
| 6. Accept the Consolidated Homeless Grant Contract Amendments B & C with the Washington State Department of Commerce and approve contract amendments to five non-profits agencies. Sheila Morley | Approve | OPR 2013-0818 |
| 7. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2015, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2015-0002 |
| 8. City Council Meeting Minutes: _____, 2015. | Approve
All | CPR 2015-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|---|
| RES 2015-0037 | Regarding approval of projects recommended by the Parking Advisory Committee including the Division Street Triangle Project.
Council President Stuckart & Council Member Snyder |
| RES 2015-0038 | Regarding the establishment of a working group to provide recommendations to City Council on an earned sick and safe leave policy for the City of Spokane.
Council Members Snyder and Waldref |
| RES 2015-0039 | Supporting the passage of The Crude-By-Rail Safety Act of 2015.
Council President Stuckart |

- RES 2015-0040 Setting a hearing before the City Council on May 18, 2015, for the vacation of the West 17 feet of Madison Street between 2nd Avenue and 3rd Avenue, from Jefferson Street to Madison Street, and a portion of the nearby alleys as requested by Miller Family Real Estate, LLC.
Eldon Brown
- RES 2015-0041 Approving the appointment of Phillip Tencick as the Director of the Retirement Department for the City of Spokane. **Heather Lowe**
- RES 2015-0031 Of the City of Spokane geographically modifying a proposal to initiate annexation proceedings with respect to an area contiguous to the City commonly referred to as the proposed Spokane Housing Ventures Annexation. (Deferred from April 2, 2015, Special Council Meeting.) (Request motion to replace previously filed version with updated revised version of the Resolution.) **City Council**
- RES 2014-0121 Requesting the Spokane County Auditor to hold a special election on August 4, 2015, in conjunction with the scheduled Primary Election to submit to the electors of the City of Spokane a proposition regarding an amendment to Section 7 of the Spokane City Charter providing for the establishment of the Mayor's salary by the Salary Review Commission. (Relates to Final Reading Ordinance C35202) (Deferred from December 15, 2014, Agenda) (Request motion to replace previously filed version with updated revised version of the Resolution.) **Council Member Fagan**
- 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. (Relates to Resolution 2014-0121) (Deferred from December 15, 2014, Agenda) (Request motion to replace previously filed version with updated revised version of the Ordinance.) **Council Member Fagan**

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35239 Relating to the Community Housing and Human Services Board and amending SMC section 4.34.030. (Deferred from March 16, 2015, Agenda) **Council President Stuckart & Council Member Stratton**
- ORD C35249 Amending Ordinance C28930 vacating Montgomery Avenue from Maple Street to Northwest Boulevard. **Eldon Brown**
- ORD C35251 Relating to imprest accounts, amending SMC sections 07.03.040, 07.03.050, 07.03.060, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.134, 07.03.150, 07.03.162, 07.03.170, 07.03.190, and 07.03.200; repealing SMC sections 07.03.156, 07.03.180, 07.03.300, and 07.03.310; and adding a new section to be numbered 07.03.171. **Kim Bustos**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for April 20, 2015
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

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

ADJOURNMENT

The April 20, 2015, Regular Legislative Session of the City Council is adjourned to April 27, 2015.

NOTES



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	4/1/2015
Clerk's File #	OPR 2011-0169
Renews #	OPR 2011-0169

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15360
Agenda Item Name	4490 CONTRACT EXTENSION FOR SECURITY SERVICES AT THE NORTHSIDE		

Agenda Wording

Contract extension with Kodiak Security Services, Inc., (Spokane) for site security services at the Northside Landfill. February 1, 2015, through January 31, 2016. Not to exceed \$42,800.00.

Summary (Background)

Limiting access to the Northside Landfill, a Superfund site, is an obligation required by State and Federal regulations. This contract extension provides for security during hours when no staff is on-site at the landfill. A written request for quotes was issued in 2011 by the Solid Waste Collections Department. Kodiak Security Services, Inc., submitted the lowest quote. The original contract was for one year, with the option to renew for 4 additional one-year periods.

Fiscal Impact		Budget Account	
Expense	\$ 42,800.00	#	4490-44850-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 3/23/2015
Division Director	GIMPEL, KEN	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	lbutz@spokanecity.org	
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This is the 4th and final of those extensions. City Council approval is required because this contract, with the extensions, now exceeds the total allowable amount to be processed as a minor contract.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
March 23, 2015

Subject

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

Background

Limiting access to the Northside Landfill, a Superfund site, is an obligation required by State and Federal regulations. This contract provides for this security during hours when no staff is on-site at the Landfill, such as evenings, weekends, and holidays.

Prior to January 2015, the Solid Waste Collections Department was responsible for security at the Landfill. This is the 4th and final extension to that existing contract, with changes to transfer this responsibility to the Solid Waste Disposal Department.

This extension is for February 1, 2015, through January 31, 2016, with a cost not to exceed \$42,800.00

Impact

This contract will allow the City to maintain compliance with State and Federal regulations regarding Superfund site security.

Action

Recommend approval.

Funding

Funding is included in the 2015 operations budget.

CONTRACT EXTENSION 4

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

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide SECURITY SERVICES AT THE NORTHSIDE LANDFILL, located on Nine Mile Road, in accordance with the following:

- A. Provide approximately 200 hours security services monthly at the Northside Landfill. Daily and weekly hours to be specified by City Solid Waste Disposal Supervisor and may include some holidays.
- B. Patrol the fence perimeter and interior roads to prevent unauthorized entry and vandalism.
- C. Locate possible unauthorized entrants. Note any fence breaks or open gates.
- D. Deal with vandalism and malicious mischief. Detain perpetrators for police, when possible.
- E. Respond to fires by notifying proper authorities.
- F. Report any incidents in writing to landfill staff no later than the beginning of next security shift.
- G. Provide own vehicles and communications for patrol use by security officers. Vehicles shall be approved by the Solid Waste Management Department.

2. CONTRACT TERM. The time of performance shall begin February 1, 2015 and run through January 31, 2016, unless terminated earlier. This is the third of four extensions provided for in the original Contract dated February 2, 2011 and February 21, 2011.

3. COMPENSATION. The City shall pay the Contractor EIGHTEEN AND 50/100 DOLLARS (\$18.50) per hour, per security officer, and TWENTY SEVEN and 75/100 (\$27.75) per hour, per security officer for overtime rate due to short notice or unscheduled hours on the site, and for holiday rate, as quoted in the Contractor's response to the City's request for proposal for a maximum of FORTY TWO THOUSAND EIGHT HUNDRED AND NO/100 (\$42,800.00).

4. PAYMENT. The Contractor shall send its application for payment to Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. Payment will be made within thirty (30) days after receipt of the Contractor's application.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

10. LIABILITY. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and agents. Each party shall be responsible for its own negligence. Neither party shall indemnify nor hold the other party harmless. Neither party assumes responsibility to the other party for the consequences of any act or failure to act of any person, firm or corporation not a party to this Contract.

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

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

13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

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

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the services to be provided under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

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

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

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____
City Clerk

Dated: _____

KODIAK SECURITY SERVICES, INC.

E-Mail address, if available: _____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

15-057

Kodiak Security Services, Inc.
111 N Vista Rd, Suite 3A
Spokane Valley, WA 99212
(509) 244-3929



Tia Tauscher
Office Manager
Spokane Solid Waste Disposal
2900 S. Geiger Blvd.
Spokane, WA 99224

RE: 2015 price escalation request

To whom it may concern:

Kodiak Security Services is requesting a price escalation and renewal for 2015 for the Northside Landfill OPR2011-0169. The price we are requesting is the following:

\$18.50 per hour regular time (includes vehicle use onsite)

\$27.75 per hour overtime/holiday (includes vehicle use onsite)

Please let me know if you have any questions or would like to talk. And we appreciate working with Spokane Solid Waste Disposal at the Northside Landfill.

Best Regards,

A handwritten signature in cursive script that reads "Desiree Lancaster".

Desiree Lancaster
Co-Owner
Kodiak Security Services



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	3/17/2015
Clerk's File #	OPR 2015-0310
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID STEELE 625-6064	Project #	2005264
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15393
Agenda Item Name	5900 - B-TWO PROPERTY SETTLEMENT AND EXCHANGE AGREEMENT		

Agenda Wording

Settlement and Release of Claims and Temporary Construction Easement with B-Two, LLC for property at 1202 East Front Avenue and 220 North Erie Street in conjunction with the Riverside Extension - Phase II project, for an amount not to exceed \$12,000

Summary (Background)

This agreement provides for the acquisition of property through an exchange of like properties and the vacation of right-of-way that will no longer be utilized as part of the new alignment. The City has agreed to compensate the property owner for legal fees up to \$10,000 to install upgraded water and sewer service to the remaining property, to pursue the vacation of surplus right-of-way, and to assure driveway and utility access to the remaining property upon completion of the project and \$2,000

Fiscal Impact		Budget Account	
Expense	\$ 13,500.00	#	3200 94997 95200 56102 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SIMMONS, SCOTT M.	Study Session	
Division Director	CHILDS, BRANDON	Other	PCED 3/16/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		dsteele@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

plus \$1,500 in closing costs.

Summary (Background)

for the Temporary Construction Easement.

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

SETTLEMENT AND RELEASE OF CLAIMS

This Settlement and Release of Claims ("**Release**") is executed by and between B-TWO, LLC, a Washington limited liability company ("**Releasor**" or "**B-TWO**"), and the City of Spokane, a Washington municipal corporation ("**Releasee**" or "**City**") for the purposes set forth herein. The Releasor and Releasee may be jointly referred to as "**Parties**."

RECITALS

A. The City of Spokane, through the Department of Engineering Services, on or about January 27, 2014, presented B-TWO, LLC, with a letter stating its need to acquire approximately 7,772 square feet of land ("**City Property Acquisition**"), which is depicted and legally described on the attached Exhibit A, for the purpose of constructing a city street and associated improvements known as the "Riverside Extension – Phase II", City Project No. 2005264 (the "**Project**").

B. The real property owned by B-TWO, LLC is located at 1202 East Front Avenue and 220 North Erie Street, in Spokane, Washington, further identified as Spokane County Assessor No. 35174.0568 and 35174.0579 (the "**Property**").

C. The City letter further stated that if the City's offer to acquire the property was rejected, the City would exercise its right to condemn the Property in conformance with Washington law ("**Condemnation Claim**"). The term Condemnation Claim further refers to the City Property Acquisition by the City of Spokane pursuant to Chapter 8.12 RCW in order to develop the Project.

D. Under the threat of the Condemnation Claim, the Parties engaged in a negotiation for the purpose of reaching a settlement and release of claims in consideration for the matters set forth herein, which include a transfer of the City Property Acquisition upon the conditions stated in this Release.

AGREEMENT

FOR AND IN CONSIDERATION of settling the Condemnation Claim, as defined below, and performing the terms and conditions contained herein the Parties agree to the following.

1. Settlement and Release of Claims.

A. The Parties, on their behalf and on behalf of their successors, assigns, agents, representatives and other interested persons, firms or entities hereby release and forever discharge the other and its successors, assigns, agents and representatives, from all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees, liabilities and damages of any nature whatsoever, based on the City Property Acquisition through the threatened use of eminent domain, whether known or unknown, which, either party had, now has, or may claim to have against the other party that is the subject of the Condemnation Claim.

B. The general release set forth above specifically includes all claims, demands, obligations and/or causes of action for compensatory damages and/or other relief relating to the Condemnation Claim. It is the express intent to waive and release all claims each party has against the other that relates to the Condemnation Claim, including any which are presently unknown, unsuspected, unanticipated or undisclosed.

C. Notwithstanding the matters set forth in this paragraph, this Release may not be used or pled as a bar, prohibition, or defense by either of the Parties with respect to their respective obligations set forth in this Release. The Parties reserve all rights in equity or at law to bring a claim, demand, or suit for failure to perform the obligations set forth in this Release.

2. City's Obligations.

Subject to adequate funding for the Project, the City hereby agrees to perform and complete to the reasonable satisfaction of Releasor the following matters.

A. Payment for Temporary Construction Easement. Simultaneous with the Parties' mutual exchange of quit claim deeds as called for in this Release and with B-TWO's delivery to the City of a fully executed Temporary Construction Easement, in substantial form and content as set forth in Exhibit D hereto, the City shall pay B-TWO \$2,000.00 as just compensation for said Temporary Construction Easement.

B. Street Vacation. Subject to the procedures and conditions set forth in paragraph 2(J)(i) herein below, vacate the area of Front Avenue as identified on Exhibit B (the "**Vacated ROW**") and transfer title to the Vacated ROW to B-TWO, "AS IS", free and clear of any liens and encumbrances or claims of title objected to by Releasor, including but not limited to a release by Burlington Northern Railroad (their successors and assigns) of their reversionary interest.

i. The City may, in the street vacation ordinance, retain easements for the operation, repair, maintenance, and reconstruction of the existing 8" City water main and the 12" Avista gas main, and any other utilities identified in the street vacation process. The easement language, including the location, width and notice of entry onto the Property shall be "mutually acceptable" to the City, Avista, and B-TWO.

ii. The City shall relocate the fire hydrant from the Vacated ROW and place it within the right-of-way for the Project.

iii. The City shall pay the costs and expenses of a boundary line adjustment (if deemed necessary by the City Planning Department), title insurance and recording fees related to conveying the Vacated ROW and incorporating it into the Property.

C. Stormwater Swale. To the east of the vacated ROW, the City will install a storm drainage swale for the public right-of-way to include the installation of a sprinkling system with a meter that may be operated by B-TWO. See Exhibit C. B - TWO will perform routine maintenance within the storm water swale and pay the cost of water to irrigate the storm water swale.

D. Front Avenue. To the west of the storm water swale, Front Avenue shall terminate though a radius with a curb that abuts the storm water swale. As shown on Exhibit C a rolled curb to both control and channel storm water within the public right-of-way and allow access to the Property shall be installed between the south right-of-way line of Front Street and the northeast B-TWO property line. Full vehicular and pedestrian access shall be allowed from Front Avenue to the Property.

E. Sidewalk. From the terminus of Front Avenue, the City shall install a sidewalk to the northeast corner of the existing B-TWO building as shown on Exhibit C.

F. Temporary and Permanent Fencing. During construction of the Project, the City, through its contractor, shall maintain construction fencing along the boundary of the City Acquired Property to restrict entry into the Property. Following substantial completion of that portion of the Project adjacent to the Property, the City shall, at its expense, install a cyclone fence with sight obscuring slats along the entire west side of the Property (from the southwest corner of the Property to the northwest corner of the existing building), as shown on Exhibit C.

G. Ingress and Egress. The Property shall be entitled to two driveway access points, substantially in the location shown on Exhibit C, for ingress and egress to the Property. The access points shall be separate and apart from the vehicle ingress and egress on Front Street. Each access from the Project shall be designed and permitted to a width of no less than 36' and allow full vehicular turning movements from and to the Project. Both driveway approaches shall be installed as part of the Martin Luther King project with the location of the southern driveway being determined by B-TWO.

H. Extension of City Water and Sewer Service. The City shall, at its cost, extend a 6" water service line and a 6" side-sewer line from its existing utilities to the B-TWO property line at agreed locations.

I. Demolition. The City shall, during construction of the Project, remove and dispose of all asphalt and other improvements located within the Vacated ROW, leaving the same unimproved and at the elevation of the Project with clean soil and seeded with native grass.

J. Approval of Settlement Agreement and Street Vacation Ordinance. This Release shall first be signed by B-TWO and then submitted to the Spokane City Council for review and approval within fifteen (15) days of receipt by the City.

i. Simultaneous with presentation of the Release, the City Council shall pursuant to RCW 35.79.010 consider and approve a resolution fixing a time for a hearing to consider an ordinance providing for vacation of those portions of Front Avenue identified in paragraph 2B, above, which time shall not be more than 60 days nor less than 20 days after the date of the passage of such resolution. Thereafter, the City shall provide the notices required by RCW 35.79.020. Assuming the City does not receive written objections to the proposed vacation from fifty percent of abutting property owners per RCW 35.79.020, the City Council shall hold the hearing, and if it determines to approve the proposed vacation,

the City shall adopt an ordinance to vacate the above identified right-of-way without requiring payment from B-TWO but reserving the easements discussed in Section 2.B.i. hereinabove (the "**Vacation Ordinance**"); provided, the Vacation Ordinance shall not become effective until the City has received a fully executed release by Burlington Northern Railroad of all interest in and to the Vacated ROW ("BNSF Release"). Following the City's receipt of the BNSF Release, the City will deliver a quit claim deed to B-TWO conveying the City's interest in the Vacated ROW to B-TWO free and clear of exceptions objectionable by B-TWO, and a policy of title insurance that insures fee simple estate in B-TWO. Upon receipt of this Release from B-TWO, the City shall exercise due diligence and good faith to obtain the BNSF Release which means contacting BNSF and requesting that persons with the requisite authority execute and deliver the BSNF Release to the City. Written documentation of such request shall be produced to B-TWO within two (2) days of request by B-TWO.

ii. Following approval of the condition of title of the Vacated ROW by B-TWO, the City shall file a certified copy of the Vacation Ordinance (together with a Quit Claim Deed) in the Spokane County Auditor's office, delivering conformed copies of the same to B-TWO.

K. Attorney Fees. In connection with negotiating and performing work on the above matter, to include document review and all subsequent proceedings, the City shall pay B-TWO the amount of \$10,000 as attorney fees upon conveyance of the City Acquired Property. Notwithstanding section 3 below, the City shall pay B-TWO the amount set forth in this section, if this Release is terminated pursuant to section 12, herein.

3. Conditions Precedent to Releasor's Obligations. This Release shall not be effective, and Releasor shall not be required to convey the City Acquired Property until the City has satisfactorily completed all the matters set forth in Section 2, above. Simultaneous with the City's delivery to B-TWO of a quit claim deed for the Vacated ROW, Releasor shall convey to the City, through Quit Claim Deed, the real property identified on Exhibit A attached hereto. The City's obligation to convey the Vacated ROW to B-TWO is expressly conditioned upon B-TWO's simultaneous conveyance to the City of the City Acquired Property.

4. Right of Entry. Following mutual execution of this Release by the Parties, the City, its agents, employees or contractors may enter upon the City Acquired Property for the purpose of investigating, inspecting, surveying, marking and testing the soil or improvements (including buildings, structures, etc.), conducting feasibility studies related to the Project and constructing sidewalk, sloping and driveway transitioning. The City shall upon request by B-TWO, provide B-TWO with copies of all studies, tests or surveys.

The City shall indemnify and hold B-TWO harmless for any loss, cost or expense resulting from damage to the City Acquired Property or injury to persons resulting from the work conducted pursuant to this paragraph, except to the extent such damage is caused by the negligence or intentional acts of B-TWO or its agents.

The City shall provide B-TWO with 48 hours advance notice of its intent to enter the City

Acquired Property describing the date of entry, the purpose and activities to be conducted. The City's activity or work shall be performed with minimum disturbance to the City Acquired Property. Upon completion of the work or activity, the City Acquired Property shall be restored to the condition in which it was found.

5. As-Is Conveyance, Indemnity and Release. The City hereby agrees and acknowledges that except as expressly provided in this agreement: (i) it is acquiring the City Acquired Property on an "as-is" basis; (ii) it has made or will have made its own investigations and inspections of the City Acquired Property, including, without limitation, the physical aspects of the property and the property's compliance with all laws applicable to its current or intended use or development; and (iii) it is relying solely on its own investigations of the City Acquired Property, its condition and other characteristics.

Neither of the Parties makes any representations or warranties of any kind concerning the environmental condition of the properties to be conveyed pursuant to this Release. The City shall indemnify, hold harmless and release B-TWO from liability and damages related to the presence or release of hazardous substances (as defined in the below statutes) on the City Acquired Property, pursuant to the Model Toxic Control Act of Washington (Chapter 70.105D RCW), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and any and all applicable federal, state and/or local rules and regulations.

6. Binding effect.

This Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto or their respective successors and assigns, any rights or benefits under or by reason of this Agreement. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties.

7. Integration clause.

This Agreement represents and contains the entire agreement and understanding among the parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

8. Representation and Comprehension of Document.

By entering into this Agreement, the parties represent that they have consulted an attorney of their choice, the terms of this Agreement are fully understood and voluntarily accepted.

9. Rules of Construction.

A. Each party and their representatives have reviewed this Agreement and accordingly the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

B. In the event that one or more of the provisions or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

C. This Agreement is entered into in the State of Washington and shall be construed and interpreted in accordance with its laws.

10. Effective Agreement.

This Agreement may be plead as a full and complete defense to, and may be used as the basis for, an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in challenge of or in breach of this Agreement.

11. Attorneys' Fees. If any action is brought by either party against the other party for the enforcement of this Agreement or any document or instrument delivered pursuant hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action or any appeal thereof. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include expert witness fees, printing, duplicating and other expenses, delivery charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

12. Events of Default; Remedies.

A. Events of Default. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the non-defaulting Party may, at its option, declare a default under this Agreement:

- i. a Party fails to comply with any of the terms and conditions or fails to perform any of its obligations under this Agreement or any document and/or instrument given in connection therewith, provided the City's failure to perform any of its obligations under this Agreement shall not be considered an event of default if such failure is the result of Project funding issues;
- ii. any representation herein is or has become untrue;
- iii. the matters in Section 2(A), (B), (J) and (K) are not completed as required, carried on with reasonable dispatch or completed by September 1, 2015, unless a later date is mutually agreed to by the Parties,;
- iv. the matters in Section 2(C) through (I) are not completed as required, carried on with reasonable dispatch or completed prior to final acceptance of the Project by the City; or
- v. the City fails to commence construction of the Project by November 1, 2015, unless a later date is mutually agreed to by the Parties.

B. Notice and Cure. Upon notice of a default, the defaulting party shall have a period of fifteen (15) days to cure the default. If a default is not reasonably susceptible of cure within the cure period provided above, but the defaulting party commences to cure such default and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an event of default. For purposes of this Section 12, if the City is, for reasons beyond its control, unable to meet any of the deadlines referred to in this section, the parties shall negotiate in good faith for an extension of such deadline(s).

C. Remedies. Following an event of default that is not cured as set forth above, the non-defaulting Party may terminate this Release upon written notice and/or seek specific performance to include recovery of attorney fees; provided the remedy of specific performance shall not be available if this Release is terminated by B-TWO under section 12(A)(v). The Parties acknowledge that the right to declare a default under section 12(A)(v) shall only be available to B-TWO in its sole discretion.

DATED this _____ day of _____, 2015.

RELEASOR: B-TWO

RELEASEE: CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

Clerk

Assistant City Attorney

Exhibit A

Map and Legal Description of City Property Acquisition

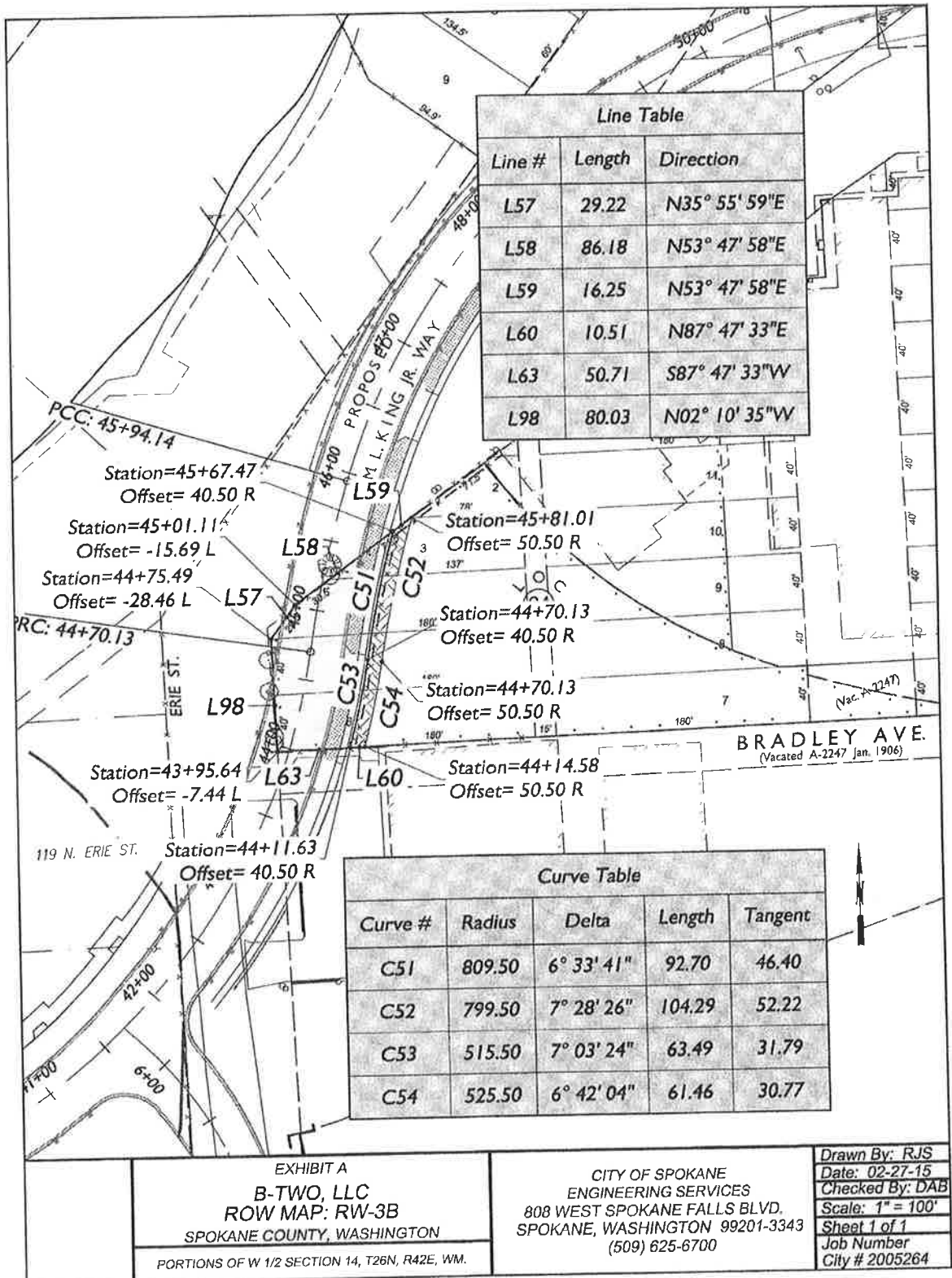


Exhibit A

RW-3B

**LEGAL DESCRIPTION OF THE RIGHT-OF-WAY TAKE AREA
FROM ASSESSOR'S PARCEL #35174.0568**

THOSE PORTIONS OF LOTS 3, 4, 5 AND 6 IN BLOCK 24 OF DENNIS AND BRADLEY'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 24; THENCE ALONG THE BOUNDARY OF SAID BLOCK 24, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 148 OF SURVEYS, AT PAGE 99 THE FOLLOWING TWO (2) COURSES:

1) NORTH 02°10'35" WEST 80.03 FEET;
2) NORTH 35°55'59" EAST 29.22 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FRONT STREET AS DEDICATED MAY 25, 1951; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 53°47'58" EAST 86.18 FEET TO A POINT ON A 809.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 74°37'27" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°33'41", 92.70 FEET TO THE POINT OF REVERSE CURVE OF A 515.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 81°11'08" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°03'24", 63.49 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 24; THENCE ALONG SAID SOUTH LINE, SOUTH 87°47'33" WEST 50.71 FEET TO THE POINT OF BEGINNING;

CONTAINING 7,772 SQUARE FEET, MORE OR LESS.

Exhibit B

Map and Legal Description of Vacated Right of Way



Exhibit B

Proposed Legal for City of Spokane to B-Two, LLC

A portion of Front Avenue near the intersection of Erie Street & Front Avenue

THOSE PORTIONS OF LOTS 1, 2, 3, 12, 13 AND 14 AND OF VACATED ALLEY IN BLOCK 24 OF DENNIS AND BRADLEY'S ADDITION, TOGETHER WITH A PORTION VACATED ERIE STREET, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 24; THENCE ALONG THE BOUNDARY OF SAID BLOCK 24, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 155 OF SURVEYS, AT PAGES 75 THROUGH 91, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 02°10'35" WEST 80.03 FEET;
- 2) NORTH 35°55'59" EAST 29.22 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FRONT AVENUE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AS SHOWN ON SAID RECORD OF SURVEY, NORTH 53°47'58" EAST 86.18 FEET TO THE **TRUE POINT OF BEGINNING**, A POINT ON A 809.50 FOOT RADIUS NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 74°37'27" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°47'51", 25.40 FEET TO THE POINT OF COMPOUND CURVE OF A 459.50 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 72°49'35" EAST, THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°30'31", 156.45 FEET; THENCE ALONG A NONTANGENT LINE, SOUTH 40°25'42" EAST, 86.08' FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF FRONT AVENUE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF FRONT AVENUE, SOUTH 53°47'58" WEST 165.37 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 8,156 SQUARE FEET, MORE OR LESS.

Exhibit C

Proposed Improvements

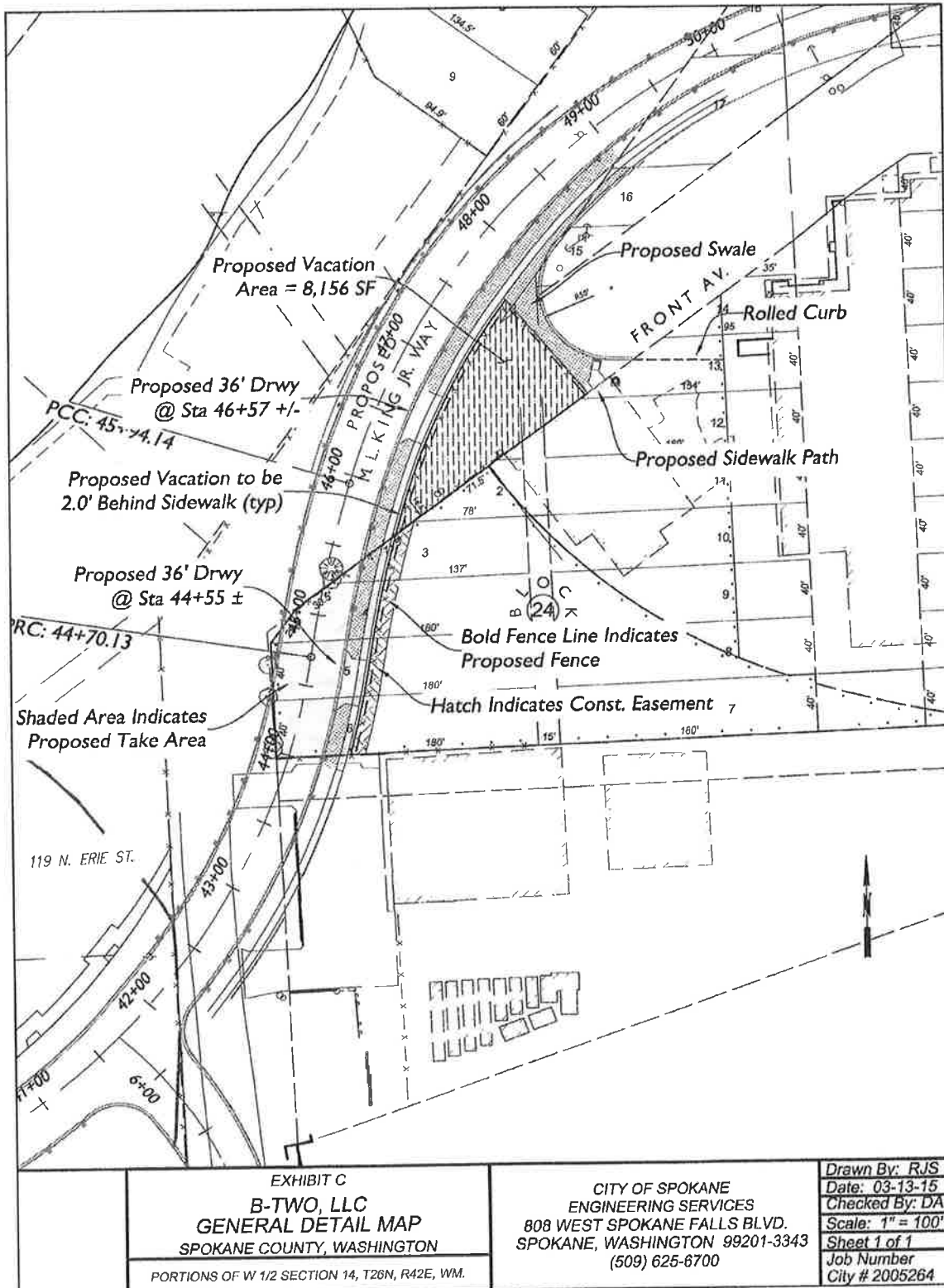


Exhibit D

Form of Temporary Construction Easement

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343

Tax Parcel Nos. 35174.0568 and 35174.0579

TEMPORARY CONSTRUCTION EASEMENT

This Easement is granted and conveyed this ____ day of _____, 20__ by B-TWO, LLC, a Washington Limited Liability Company ("Grantor"), to the CITY OF SPOKANE, a Washington municipal corporation ("City" or "Grantee"), hereinafter jointly referred to as "Parties".

WHEREAS, Grantor owns certain property situated in the County of Spokane, State of Washington, and legally described in **Exhibit "A"** (the "Property"); and

WHEREAS, Grantor wishes to convey a temporary construction easement upon the Property for purposes of construction work, material storage, and equipment staging, all in connection with the Riverside Extension – Phase II Project, City Project No. _____ (the "Project"); and

NOW THEREFORE, in consideration of the foregoing recitals and those set forth in that certain Settlement and Release of Claims by and between the Parties, dated _____ (the "Settlement Agreement"), and the mutual benefits to the Parties from completion of the Project, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Easement. Grantor hereby grants, conveys, warrants and delivers a temporary easement to the City, its agents, and employees, to enter upon and have access to the Property for purposes set forth herein ("Easement").

2. Purposes. The Easement is granted for the purpose of allowing the City and its employees and agents to use the Property for purposes of ingress and egress to the Project while the Project is under construction, and for the further purpose of altering the Property as it pertains to slope, grade, fill, sidewalk, driveway, street, landscaping and other public improvements, including the

3. **Term.** This grant of temporary easement shall become effective thirty (30) days after the City provides Grantor with written notice that it plans to begin construction, and shall terminate 12 months after said effective date. Provided, the Parties shall cooperate in good faith regarding any extensions of this termination date as are reasonably necessary to allow the City to complete the Project and any work on and around Grantor's Property pursuant to the Settlement Agreement.

5. **Successors.** The agreements contained herein and the rights granted hereby shall run with the title to the Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

By: _____
Its: _____

By: _____
Its: _____

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON :
 : ss.
County of Spokane :

{S1136604; 1 }Page 14 of 15

on oath state that (she/he/they) is/are authorized to execute the instrument as a
_____ of _____

(Position/Title)

(Name of entity)

and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

NOTARY SEAL

Notary Public in and for the State of
Washington, residing at Spokane.

Appointment expires: _____



Agenda Sheet for City Council Meeting of: 04/20/2015

Date Rec'd	4/6/2015
Clerk's File #	OPR 2015-0311
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15394
Agenda Item Name	5900 - PURCHASE & SALE AGREEMENT - WEST 115 EAGLE RIDGE BOULEVARD		

Agenda Wording

Purchase & Sale Agreement with Nash Eagle Ridge, LLC for the acquisition of real property located at 115 West Eagle Ridge Boulevard for an amount not to exceed \$550,000.00 plus approximately \$15,000.00 in closing costs. Remit funds to Stewart Title.

Summary (Background)

The City of Spokane has a need to acquire property to serve as a temporary fire station near Eagle Ridge. After several years of reviewing both built and vacant properties for suitability and availability, this site has been selected for its location, availability, and low conversion cost. This property will serve as a temporary station for up to five years while a long term solution is completed near the intersection of highway 195 and the Cheney Spokane Road. Upon completion of the permanent

Fiscal Impact		Budget Account	
Expense	\$ 308,182.00	#	3130 49201 94000 56101 99999
Expense	\$ 256,818.00	#	5901 79125 94000 56201 99999
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SIMMONS, SCOTT M.	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Executive Session 3/9/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	jsalstrom@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		dsteele@spokanecity.org	
		jahensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

site, this location will be considered surplus and sold.

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

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS**

1. Date: March 17, 2015 MLS No.: NONE
2. Buyer: City of Spokane
3. Seller: Nash Eagle Ridge, LLC
4. Property: Tax Parcel No(s): 34064.0039 & 34064.0040 (Spokane County)
115 W. Eagle Ridge BLVD (2 Parcels) Spokane WA 99224
Address City State Zip
Legal Description: Attached as Exhibit A.
5. Included Items: ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☐ microwave
☒ other All appliances and improvements in and around the property as of March 17, 2015
6. Purchase Price: \$ Five Hundred Fifty Thousand Dollars (\$550,000.00)
7. Earnest Money: (To be held by ☐ Selling Firm; ☒ Closing Agent)
Personal Check: \$ 5,000.00 ; Note: \$ _____ ; Other (_____): \$ _____
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Title Insurance Company: Stewart Title of Spokane
10. Closing Agent: ☐ a qualified closing agent of Buyer's choice; ☒ Janice Hicks of Layman Lawfirm
11. Closing Date: Within Fifteen (15) days of removal of contingency removal
12. Possession Date: ☒ on Closing; ☐ Other _____
13. Offer Expiration Date: March 24, 2015 - 5pm
14. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach Form 22K); ☐ Waived
15. Charges and Assessments Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
16. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
17. Addenda: 22D, 22K, 22T, 34, 35F, 41C, SAR-SA. This is an all cash at closing offer. EARNEST MONEY
TO BE DEPOSITED WITHIN FIVE (5) BUSINESS DAYS OF
MUTUAL ACCEPTANCE.

Buyer's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Seller's Signature

Date

Buyer's Address

Seller's Address

City, State, Zip

City, State, Zip

Phone No.

Fax No.

Phone No.

Fax No.

Buyer's E-mail Address

Seller's E-mail Address

Kiemle and Hagood Company

Selling Firm

MLS Office No.

Listing Firm

MLS Office No.

Tim Kestell

Selling Broker (Print)

MLS LAG No.

Listing Broker (Print)

MLS LAG No.

509-755-7542 / 509-999-3988

Phone No.

Firm Fax No.

Phone No.

Firm Fax No.

tomq@khco.com

Selling Firm Document E-mail Address

tim.kestell@khco.com

Listing Firm Document E-mail Address

Selling Broker's E-mail Address

Listing Broker's E-mail Address

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9, Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 If the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. If any of the above Included Items are leased or encumbered, Seller shall acquire and clear title at or before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be

Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties agree to execute Form 65A (Rental Agreement/Occupancy Prior to Closing) or Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.
- RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) in the Property.
- g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 14, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach Form 22K Identification of Utilities or equivalent).
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15.
- i. Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- j. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or

Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to Form 22D, or a preliminary commitment for title insurance provided pursuant to Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- n. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- r. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be

Buyer's Initials 3/18/15 Date Buyer's Initials _____ Date Seller's Initials _____ Date Seller's Initials _____ Date

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

- t. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- u. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- v. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- w. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers.

 3-17-15
Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
Buyer Buyer
and Nash Eagle Ridge, LLC ("Seller") 3
Seller Seller
concerning 115 W. Eagle Ridge Blvd (2 Parcels) Spokane WA 99224 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction within the inspection contingency period. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
- ☒ **Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17
- ☐ **Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21
of any survey required by the title insurer. 22
3. ☒ **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller shall maintain the 23
Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); 24
grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system 25
become inoperative or malfunction prior to transfer of possession, Seller shall either repair, or replace the 26
same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property 27
within 5 days prior to transfer of possession to verify that Seller has complied with this Paragraph 3. Buyer 28
and Seller understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing 29
or Seller's breach of this Paragraph 3. 30
4. ☒ **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 31
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 32
disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all 33
trash, debris and rubbish on the Property prior to Buyer taking possession. 34
5. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 35
- ☐ public water main; ☐ public sewer main; ☐ septic tank; ☐ well (specify type) _____; 36
- ☐ Irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; 37
- ☐ cable; ☐ electricity; ☐ other _____ . 38
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 39
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 40
Buyer the information below in writing as soon as available: 41
- WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 42
- CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 43
- OTHER INSULATION DATA: _____ 44

Buyer's Initials 3/17/15 Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

7. ☐ **Leased Property.** Buyer acknowledges that Seller leases the following items of personal property: 45
☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ 46
Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any 47
further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. 48
8. ☒ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 49
other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 50
available from the Association) within _____ days (10 days if not filled in) of mutual acceptance: 51
- a. Association rules and regulations, including, but not limited to architectural guidelines; 52
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
 - c. Association meeting minutes from the prior two (2) years; 54
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
 - e. Association financial statements from the prior two (2) years and current operating budget. 56
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not 57
filled in) of receipt of the above documents or the date that the above documents are due, whichever is 58
earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 59
Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be 60
refunded to Buyer. 61
9. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 62
excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 63
removal of the Excluded Item(s). Excluded Item(s): 64

_____ 65
_____ 66
10. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 67
additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 68
- a. Home warranty provider: _____ 69
 - b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, 70
together with any included options, and Buyer shall pay any balance. 71
 - c. Options to be included: _____ 72
_____ (none, if not filled in). 73
 - d. Other: _____ 74
11. ☐ **Other.** 75

_____ 76
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_____ 85

AS. 3-17-15
Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

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The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
Nash Eagle Ridge, LLC ("Seller") 3
concerning 115 W. Eagle Ridge BLVD (2 parcels) Spokane WA 99224 (the "Property"). 4
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT:

Name 8
Address 9
City, State, Zip Fax No. 10

SEWER DISTRICT:

Name 11
Address 12
City, State, Zip Fax No. 13

IRRIGATION DISTRICT:

Name 14
Address 15
City, State, Zip Fax No. 16

GARBAGE:

Name 17
Address 18
City, State, Zip Fax No. 19

ELECTRICITY:

Name 20
Address 21
City, State, Zip Fax No. 22

GAS:

Name 23
Address 24
City, State, Zip Fax No. 25

SPECIAL DISTRICT(S):

(local improvement districts or
utility local improvement districts)

Name 26
Address 27
City, State, Zip Fax No. 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within 5 days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

Buyer's Initials 3/17/15 Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**TITLE CONTINGENCY
ADDENDUM TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 17, 2015
between City of Spokane ("Buyer")
and Nash Eagle Ridge, LLC ("Seller")
concerning 115 W. Eagle Ridge BLVD (2 Parcels) Spokane, WA 99224 ("the Property")

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to determine that they are consistent with Buyer's intended use of the Property. Buyer shall have 15 days (5 days if not filled in) ☐ from mutual acceptance of this Agreement or ☒ from the date of Buyer's receipt of the preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written notice of Buyer's disapproval and the reasons therefore. Buyer may only disapprove exceptions that are contained in the preliminary commitment and may not object to matters not contained therein.

Seller shall have 5 days (5 days if not filled in) after receipt of Buyer's notice of disapproval to give Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear.

2. **Supplemental Title Reports.** If Buyer receives supplemental title reports that disclose new exception(s) to the title commitment, then the time periods and procedures for notice, correction, and termination above shall apply to the date of Buyer's receipt of the supplemental title report.
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at closing as provided in the Agreement.

Initials: BUYER: AL DATE: 3/17/15 SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
and Nash Eagle Ridge, LLC ("Seller") 3
concerning 115 W. Eagle Ridge BLVD (2 Parcels), Spokane, WA 99224 (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

1. This offer is contingent on city council approval. 6

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Initials: BUYER: JS Date: 3/17/15 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
and Nash Eagle Ridge, LLC ("Seller") 3
concerning 115 W. Eagle Ridge Blvd (2 Parcels), Spokane, WA 99224 (the "Property"). 4

Feasibility Contingency. Buyer shall verify within 45 days (10 days, if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

☒ **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

Initials: BUYER: JS Date: 3/17/15 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
and Nash Eagle Ridge, LLC ("Seller") 3
concerning 115 W. Eagle Ridge BLVD (2 Parcels), Spokane, WA 99224 (the "Property"). 4

1. **Selling Firm's Commission.** If there is no written listing agreement, Seller agrees to pay Selling Firm a commission of Three (3) % of sales price or \$ _____. If the Earnest Money is retained as liquidated damages, any costs advanced or committed by Selling Firm shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Firm.

Initials: BUYER: JS Date: 3/17/15 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____



SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 17, 2015,
between City of Spokane ("Buyer"),
and Nash Eagle Ridge, LLC ("Seller")
concerning: 115 W. Eagle Ridge BLVD (2 parcels), Spokane (the "Property").

CHECK IF INCLUDED:

☒ 1. BUYER'S PROCUREMENT OF INSURANCE

a. Notice to Buyer Concerning Insurance. The availability and cost to Buyer of homeowners or property insurance on this Property depends on a number of factors, including Buyer's personal insurance, financial and credit history, materials and conditions present in or on the Property; and the claim history for the Property. Some insurance companies base underwriting decisions on the Comprehensive Loss Underwriting Exchange ("CLUE"), which includes information on the history of insurance claims concerning the Property or made on other properties by the person seeking insurance.

b. Insurance Contingency. This Agreement is contingent upon Buyer obtaining underwriting approval for "Acceptable Insurance." For purposes of this provision, Acceptable Insurance means a preferred replacement type insurance policy issued by an admitted insurer in the State of Washington of Buyer's choice that either:

- i. Is a preferred insurance policy with an initial annual premium rate not exceeding \$ _____ (½ of one percent of the purchase price for the Property if not filled in); or
- ii. Is issued at the carrier's preferred insurance rates filed with the Washington State Insurance Commissioner.

c. Application. Buyer must make a complete application for Acceptable Insurance no later than _____ days (5 days, if not filled in) after mutual acceptance of this Agreement. If Buyer fails to make application within the agreed time, this insurance contingency shall be deemed waived. Upon request from Seller after the date for making application for insurance, Buyer will confirm the agency, broker or insurer, as applicable, with whom the application has been made. Buyer authorizes such person or entity to whom application has been made to confirm in writing relevant information regarding such application, including the documentation that Buyer made a complete application.

d. Insurance Deadline. This insurance contingency shall be deemed satisfied unless, within _____ days (14 days if not filled in) after mutual acceptance of this Agreement, Buyer gives Notice of inability to obtain underwriting approval for Acceptable Insurance. If Buyer is unable to obtain confirmation from the person or entity with whom the application for Insurance was made that underwriting review for Acceptable Insurance regarding such insurance has been completed by the insurer and approval has been granted (with Buyer having made a good faith effort to obtain such confirmation regarding Acceptable Insurance), and Buyer gives Notice of such inability within the time stated at the beginning of this Paragraph 1.d., then this Agreement shall terminate and the earnest money shall be refunded to Buyer.

Initials: BUYER: [Signature] DATE: 3/17/15 SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



e. **Changes in Insurance Status.** If, within the time period for satisfying the insurance deadline stated in Paragraph 1.d., Buyer provides written confirmation from the person or entity with whom the insurance application was made that underwriting review for Acceptable Insurance has been completed and approved by such insurer, but Buyer is thereafter notified that Buyer will be unable to obtain Acceptable Insurance because of a change in the status of the Property or underwriting requirements of the Insurer, which changes are beyond the control of Buyer, then upon Buyer's receipt of notification that Acceptable Insurance will not be obtainable, Buyer may give notice of such inability, in which event this Agreement shall terminate and the earnest money shall be refunded to Buyer.

☒ 2. **MOLD DISCLOSURE AND RELEASE**

a. Seller and Buyer are advised that Molds may be present in the Property. Seller and Buyer also acknowledge that none of the real estate Firms, Firms' Brokers or any other brokers involved in this transaction is an expert regarding the identification of, detection of, presence of, significance of, or treatment of Molds. Seller acknowledges it is their responsibility to disclose any information they know about Molds at the Property, and conditions that could lead to the presence of Molds. Buyer understands that the real estate Firms, Firms' Brokers and other brokers involved in this transaction are not responsible for undertaking any separate investigation, inspection, evaluation or disclosure with regard to Molds or conditions that could lead to the presence of Molds. For purposes of this provision, Seller and Buyer acknowledge that Molds include fungus and microbes. Fungus includes any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom. Microbes mean any non-fungal microorganism or non-fungal colony-form organism.

b. While the real estate Firms, Firms' Brokers and other brokers do not have specialized expertise with regard to Molds, the parties understand and acknowledge that Molds are generally understood to be living organisms that feed on organic material. They are apparently a natural part of both outdoor and indoor air. However, when Molds germinate and grow, they can produce spores. Recently, concern has arisen in various parts of the country that elevated levels of Mold spores in indoor living or working environments may increase the risk of adverse health effects, particularly respiratory problems. One type of Mold, commonly referred to as "black mold", is generally considered the most likely to be harmful. This Mold is believed to require a lot of moisture to grow, so finding it indoors indicates significant moisture accumulation. It can apparently grow on materials with high fiber and low nitrogen content, such as paper (including wallpaper and the paper covering gypsum wallboard), wood, carpet or insulation. Apparently, Mold growth, once started, will continue until the presence of significant moisture accumulation is stopped.

c. Seller acknowledges that Seller has the sole responsibility for disclosing to Buyer in writing any knowledge Seller has regarding the presence of Molds or conditions that could lead to the presence of Molds at the Property. Seller agrees to indemnify and hold the real estate Firms, Firms' Brokers and other brokers involved in the transaction harmless from any loss, injury, claim or damage allegedly arising in any way in connection with a claimed failure of Seller to disclose known material facts related to Molds or moisture conditions which could cause or lead to the presence of Molds.

d. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or actual treatment for any known, disclosed or potential Molds at the Property. Buyer acknowledges that no real estate firm or broker has any responsibility or obligation in connection therewith.

Initials: BUYER: JS. DATE: 5/17/15 SELLER: _____ DATE: _____

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____




e. In addition, the parties are advised that, in general some steps can be followed to reduce the amount of mold in a property or prevent it from growing, including:

- i. Dry water-damaged areas and items within 24-48 hours to prevent mold growth.
- ii. Fix leaky plumbing or other sources of water.
- iii. Wash mold off hard surfaces with detergent and water, and dry completely.
- iv. Absorbent materials (such as ceiling tiles and carpet) that become moldy may have to be replaced.
- v. Reduce indoor humidity (to 30% - 60%) to decrease mold growth by: venting bathrooms, dryers, and other moisture-generating sources to the outside; using air conditioners and de-humidifiers; increasing ventilation; and using exhaust fans whenever cooking, dishwashing and cleaning.
- vi. Indoor plants are another source of moisture that can raise humidity and contribute to mold growth.

f. The above is intended as general advice and not as a substitute for professional advice. More information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/iaq/molds/index.html.

g.

Buyer's Initials	Seller's Initials
	

Based on the above, Seller and Buyer acknowledge that no real estate Firm, Firm's Broker or other broker has responsibility for any claim, matter, condition, loss or damage associated in any respect with Molds. Seller and Buyer acknowledge that this waiver and release has been specifically negotiated as part of the basis of the agreement or services to be provided by the real estate Firms, Firms' Brokers and other brokers involved in this transaction, it defines and limits the scope of obligations owed by the Firms, Firm's Brokers and other brokers to any of the parties, and allocates those responsibilities solely to the Seller and Buyer, as described above.

Initials: BUYER:



DATE:

3/7/15

SELLER:

DATE:

BUYER:

DATE:

SELLER:

DATE:

EXHIBIT A
Legal Description

PARCEL 1

THE EAST 220 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 6, TOWNSHIP 24 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 65 FEET THEREOF;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL 2

THE WEST 220 FEET OF THE EAST 440 FEET OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 43 EAST OF THE
WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 65 FEET THEREOF;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Parcel No.: 34064.0039 AND 34064.0040

INITIALS: BUYER

AS.

DATE

3/17/15

SELLER

DATE

BUYER

DATE

SELLER

DATE

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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10. FULL DISCLOSURE BY SELLERS

YES NO DON'T
KNOW

A. Other conditions or defects:

*Are there any other existing material defects affecting the property that a prospective buyer should know about?

☐ ☒ ☐

B. Verification

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

Date: 4/4/2015

Date: _____

Seller: Loren Henriksen, Vice President

Seller: _____

Nash Eagle Ridge LLC

**NOTICES TO THE BUYER
SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

PROXIMITY TO FARMING

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

II. BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE: _____

DATE: _____

BUYER: _____

BUYER: _____

City of Spokane

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

DATE: _____

DATE: _____

BUYER: _____

BUYER: _____

City of Spokane

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: _____

DATE: _____

BUYER: _____

BUYER: _____

City of Spokane

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

* This structure was used as the development office and sales site since 2004. I have completed this form to the best of my ability, but have never "lived" in the home.

SELLER'S INITIALS: LA DATE: 4/4/15

SELLER'S INITIALS: _____ DATE: _____

SELLER DISCLOSURE STATEMENT †
IMPROVED PROPERTY

SELLER: Nash Eagle Ridge LLC

† To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 and Section 43.22.432 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT
115 W Eagle Ridge Blvd

CITY Spokane, COUNTY Spokane ("THE PROPERTY")
OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller ☒ is/ ☐ is not occupying the property. ★=SEE ATTACHED LETTER

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- | | YES | NO | DON'T KNOW |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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2. WATER

YES NO DON'T
KNOW

A. Household Water

- (1) The source of water for the property is: ☒ Private or publicly owned water system
☐ Private well serving only the subject property * ☐ Other water system
*If shared, are there any written agreements? ☐ ☐ ☐ 58
59
60
- *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance
of the water source? ☐ ☐ ☐ 61
62
63
- *(3) Are there any problems or repairs needed? ☐ ☐ ☐ 64
65
66
- (4) During your ownership, has the source provided an adequate year-round supply
of potable water? ☐ ☐ ☐ 67
68
69
If no, please explain: _____
- *(5) Are there any water treatment systems for the property? ☐ ☐ ☐ 70
71
72
If yes, are they: ☐ Leased ☐ Owned
- *(6) Are there any water rights for the property associated with its domestic water supply,
such as a water right permit, certificate, or claim? ☐ ☐ ☐ 73
74
75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred,
or changed? ☐ ☐ ☐ 76
77
*(b) If yes, has all or any portion of the water right not been used for five or more
successive years? ☐ ☐ ☐ 78
79
- *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? ☐ ☐ ☐ 80
81

B. Irrigation Water

- (1) Are there any irrigation water rights for the property, such as a water right permit,
certificate, or claim? ☐ ☐ ☒ 82
83
84
*(a) If yes, has all or any portion of the water right not been used for five or more
successive years? ☐ ☐ ☐ 85
86
*(b) If so, is the certificate available? (If yes, please attach a copy.) ☐ ☐ ☐ 87
88
89
*(c) If so, has the water right permit, certificate, or claim been assigned,
transferred, or changed? ☐ ☐ ☐ 90
91
- *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?
If so, please identify the entity that supplies water to the property: ☐ ☐ ☐ 92
93
94

C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property? ☒ ☐ ☐ 95
96
97
*(2) If yes, are there any defects in the system? ☐ ☒ ☒ 98
99
*(3) If yes, is the sprinkler system connected to irrigation water? ☐ ☒ ☐ 100
101
102

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- ☒ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
☐ Other disposal system
Please describe: _____ 103
104

**B. If public sewer system service is available to the property, is the house
connected to the sewer main? ☒ ☐ ☐ 105
106
107
If no, please explain: _____ 108
109
110**

***C. Is the property subject to any sewage system fees or charges in addition to those covered
in your regularly billed sewer or on-site sewage system maintenance service? ☐ ☐ ☒ 111
112
113**

D. If the property is connected to an on-site sewage system:

- *(1) Was a permit issued for its construction, and was it approved by the local health
department or district following its construction? ☐ ☐ ☐ 114
115
116
(2) When was it last pumped? ☐ ☐ ☐ 117
118
*(3) Are there any defects in the operation of the on-site sewage system? ☐ ☐ ☐ 119
120
121
(4) When was it last inspected? ☐ ☐ ☐ 122
123
By whom: _____ 124
125
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms ☐ 126
127
128

SELLER'S INITIALS: LA DATE: 4/4/15 SELLER'S INITIALS: _____ DATE: _____

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY
(Continued)

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- | | YES | NO | DON'T KNOW | |
|--|--------------------------|--------------------------|-------------------------------------|-----|
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 112 |
| If no, please explain: | | | | 113 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 114 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| If no, please explain: | | | | 116 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 117 |
| | | | | 118 |
| | | | | 119 |
| | | | | 120 |
| | | | | 121 |

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL

- | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: <u>2004</u> | | | | 131 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 134 |
| <input type="checkbox"/> Decks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 135 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 136 |
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 137 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 138 |
| <input type="checkbox"/> Windows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 139 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 140 |
| <input type="checkbox"/> Slab Floors | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 141 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 142 |
| <input type="checkbox"/> Hot Tub | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 144 |
| <input type="checkbox"/> Outbuildings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 145 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| <input type="checkbox"/> Walkways | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 147 |
| <input type="checkbox"/> Siding | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 148 |
| <input type="checkbox"/> Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 150 |
| If yes, when and by whom was the inspection completed? | | | | 151 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 152 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 153 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 154 |

5. SYSTEMS AND FIXTURES

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-----|
| *A. If any of the following systems or fixtures are included with the transfer, are there any defects? | | | | 155 |
| If yes, please explain: | | | | 156 |
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 157 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 158 |
| Hot water tank | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 159 |
| Garbage disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 160 |
| Appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 161 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 162 |
| Heating and cooling systems | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 163 |
| Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 164 |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 165 |
| *B. If any of the following fixtures or property is included with the transfer, are they leased? | | | | 166 |
| (If yes, please attach copy of lease.) | | | | 167 |
| Security System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 168 |
| Tanks (type): | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 169 |
| Satellite dish | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 170 |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |

SELLER'S INITIALS: UH DATE: 4/4/15 SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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	YES	NO	DON'T KNOW	
*C. Are any of the following kinds of wood burning appliances present at the property?				167
(1) Woodstove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	173
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	174
F. Is the property equipped with smoke alarms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				176
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	177
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:				178
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year				180
<input type="checkbox"/> Other:				181
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
7. ENVIRONMENTAL				184
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	185
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	186
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	187
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	188
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	189
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	190
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	191
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	192
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	193
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	194
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	195
8. LEAD BASED PAINT (Applicable if the house was built before 1978.)				196
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				197
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).				198
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				199
B. Records and reports available to the Seller (check one below):				200
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).				201
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				202
9. MANUFACTURED AND MOBILE HOMES				203
If the property includes a manufactured or mobile home,				204
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205
If yes, please describe the alterations:				206
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	207
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208

**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated March 18, 2015 concerning 115 W Eagle Ridge Blvd, Spokane, WA 99224 (the "Property"), by City of Spokane as Buyer and the undersigned Nash Eagle Ridge, LLC as Seller are accepted, except for the following changes.

☐ The Purchase Price shall be \$ _____

☒ Other. April, 20, 2015

1. This offer is contingent on City Council approval. If not received by ~~4/13/2015~~ this agreement shall terminate and earnest money deposit to be returned to purchasers.

2. The deed transferring the property to purchasers will include a covenant requiring the prior review and approval of the Eagle Ridge architectural review committee of any structures constructed on the property and that construction be completed in compliance with any approvals given.

3. Sellers "Knowledge" is limited to the present actual "not inputted" personal knowledge of Lori Henriksen, without any obligation to require or investigate.

4. Page 1, Item 11 to read "Within 15 days of contingent removal"

5. Page 2, Section D "Sellers to provide purchasers with a Bargain & Sale Deed"

This counteroffer shall expire at 9:00 p.m. on _____ (if not filled in, two days after it is delivered), unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the Earnest Money shall be refunded to Buyer.

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth.

Withericks 4/1/15
Signature Date Signature Date

The above counteroffer is accepted.			
Signature	Date	Signature	Date

**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated March 18, 2015,
concerning 115 W Eagle Ridge Blvd, Spokane, WA 99224 (the "Property"),
by, City of Spokane, as Buyers,
and the undersigned Nash Eagle Ridge LLC, as Sellers,
are accepted, except for the following changes,

☐ The Purchase Price shall be \$ _____

☒ Other.

6. On form 22D, Section 5 "Seller represents the property is connected to, public
water, public sewer, natural gas, cable, telephone & electricity

7. 22D, section 8 is removed from this agreement, the subject property and land is not
apart of the Eagle Ridge Homeowners Association

8. Form 22K is filled out and attached

9. Form 22T, Section 2 "Supplemental Title Report only as to the new exceptions is
hereby added to the existing verbiage"

This counteroffer shall expire at 9:00 p.m. on _____ (if not filled in, two days after it is delivered),
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor,
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the
Earnest Money shall be refunded to Buyer.

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth.

Lee Owens 4/1/15
Signature Date Signature Date

The above counteroffer is accepted.

Signature Date Signature Date

Form 21
Residential Purchase & Sale Agreement
Rev. 5/14
Page 1 of 5

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. Date: March 17, 2015 MLS No.: NONE
2. Buyer: City of Spokane
3. Seller: Nash Eagle Ridge, LLC
4. Property: Tax Parcel No(s): 34084.0039 & 34084.0040 (Spokane County)
115 W. Eagle Ridge BLVD (2 Parcels) Spokane WA 99224
Legal Description: Attached as Exhibit A.
5. Included Items: ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☐ microwave
☒ other All appliances and improvements in and around the property as of March 17, 2015.
6. Purchase Price: \$ Five Hundred Fifty Thousand Dollars (\$550,000.00)
7. Earnest Money: (To be held by ☐ Selling Firm; ☒ Closing Agent)
Personal Check: \$ 5,000.00; Note: \$ _____; Other (): \$ _____
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Title Insurance Company: Stewart Title of Spokane
10. Closing Agent: ☐ a qualified closing agent of Buyer's choice; ☒ Janice Hicks of Layman Lawfirm
11. Closing Date: Within Fifteen (15) days of removal of contingency removal
12. Possession Date: ☒ on Closing; ☐ Other _____
13. Offer Expiration Date: March 24, 2015 6pm - APRIL 3, 2015 PS 3/20/2015 WA 4/1/15
14. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach Form 22K); ☐ Waived
15. Charges and Assessments Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
16. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☒ both parties
17. Addendum: 22D, 22K, 22T, 34, 36F, 41C, SAR, SA. This is an all cash at closing offer. EARNEST MONEY TO BE DEPOSITED WITHIN FIVE (5) BUSINESS DAYS OF MUTUAL ACCEPTANCE.

Buyer's Signature <u>[Signature]</u>	Date <u>3/17/15</u>	Seller's Signature <u>[Signature]</u>	Date <u>4/1/15</u>
Buyer's Signature _____	Date _____	Seller's Signature _____	Date _____
Buyer's Address _____		Seller's Address _____	
City, State, Zip _____		City, State, Zip _____	
Phone No. _____ Fax No. _____		Phone No. _____ Fax No. _____	
Buyer's E-mail Address _____		Seller's E-mail Address _____	
Selling Firm <u>Klemle and Haggood Company</u>	MLS Office No. _____	Listing Firm _____	MLS Office No. _____
Selling Broker (Print) <u>Tim Kestell</u>	MLS LAG No. _____	Listing Broker (Print) _____	MLS LAG No. _____
Phone No. <u>509-755-7642 / 509-999-3988</u>	Firm Fax No. _____	Phone No. _____	Firm Fax No. _____
E-mail <u>tomd@kheo.com</u>		Listing Firm Document E-mail Address _____	
Selling Firm Document E-mail Address <u>tim.kestell@kheo.com</u>		Listing Broker's E-mail Address _____	

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. 1
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00, it shall be deposited into an interest-bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00, Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer. If both Seller and Buyer so agree in writing, if the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 2
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof. 3
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 6 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; walk-in wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors; gas logs and gas log lighters; irrigation fixtures; electric garage door opener; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. If any of the above included items are leased or encumbered, Seller shall acquire and clear title at or before Closing. 4
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 5
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be 6

Buyer's Initials LS 3/17/15 Date Seller's Initials UA 4/1/15 Date

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 60-63
- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties agree to execute Form 65A (Rental Agreement/Occupancy Prior to Closing) or Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable. 64-77
- RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. Buyer and Seller shall hold the Brokers and their firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) in the Property. 78-82
- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange. 83-89
- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowners' association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 14, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 80.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach Form 22K Identification of Utilities or equivalent). 90-100
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15. 101-104
- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale. 105-109
- j. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 110-113
- k. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or 114-116

Buyer's Initials 5/17/15 Date Buyer's Initials UH Date Seller's Initials 4/1/15 Date Seller's Initials Date

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to Form 22D, or a preliminary commitment for title insurance provided pursuant to Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.060, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.060, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeror and delivered to the offeree, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- n. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- r. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be

Buyer's Initials: 3/12/15 Date Buyer's Initials: 1/4 4/1/15 Date Seller's Initials: _____ Date Seller's Initials: _____ Date

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

- effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 173 174
- t. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 175 177
- u. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any), and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 178 180 181 182 183 184 185 186
- v. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 187 188 189 190 191 192 193 194
- w. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 195 196 197
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 198 199 200 201 202

Buyer and Seller agree that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers. 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220

Buyer's Initials: LL Date: 3-17-15 Seller's Initials: UA Date: 4/1/15

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
Buyer Buyer
and Nash Eagle Ridge LLC ("Seller") 3
Seller Seller
concerning 115 W. Eagle Ridge Blvd (2 Parcels) Spokane WA 99224 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction within the inspection contingency period. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
- ☒ **Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17
- ☐ **Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21
of any survey required by the title insurer. 22
3. ☒ **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller shall maintain the 23
Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s), 24
grounds; plumbing, heat, electrical and other systems; and all included items. Should an appliance or system 25
become inoperative or malfunction prior to transfer of possession, Seller shall either repair, or replace the 26
same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property 27
within 5 days prior to transfer of possession to verify that Seller has complied with this Paragraph 3. Buyer 28
and Seller understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing 29
or Seller's breach of this Paragraph 3. 30
4. ☒ **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 31
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 32
disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all 33
trash, debris and rubbish on the Property prior to Buyer taking possession. 34
5. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 35
- ☒ public water main; ☐ public sewer main; ☐ septic tank; ☐ well (specify type) CITY OF SPOKANE; 36
☐ irrigation water (specify provider) _____; ☒ natural gas; ☒ telephone; 37
☒ cable; ☒ electricity; OTHER: AUSTIN, TEXAS 38
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 39
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 40
Buyer the information below in writing as soon as available: 41
- WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 42
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 43
OTHER INSULATION DATA: _____ 44

Buyer's Initials 3/17/15 Date Buyer's Initials WA Date Seller's Initials 4/1/15 Date Seller's Initials _____ Date

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT

Continued

7. ☐ **Leased Property.** Buyer acknowledges that Seller leases the following items of personal property: 45
☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ 46
Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any 47
further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. 48
8. ☒ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 49
other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 50
available from the Association) within _____ days (10 days if not filled in) of mutual acceptance: 51
a. Association rules and regulations, including, but not limited to architectural guidelines; 52
b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
c. Association meeting minutes from the prior two (2) years; 54
d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
e. Association financial statements from the prior two (2) years and current operating budget. 56
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not 57
filled in) of receipt of the above documents or the date that the above documents are due, whichever is 58
earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 59
Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be 60
refunded to Buyer. 61
9. ☒ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 62
excluded from the sale ("Excluded Item(s)"); Seller shall repair any damage to the Property caused by the 63
removal of the Excluded Item(s). Excluded item(s): 64
one stereo structure 65
_____ 66
10. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 67
additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 68
a. Home warranty provider: _____ 69
b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, 70
together with any included options, and Buyer shall pay any balance. 71
c. Options to be included: _____ 72
_____ (none, if not filled in). 73
d. Other: _____ 74
11. ☐ **Other.** 75

Buyer's Initials _____ Date 3-17-15 Seller's Initials WA Date 4/1/15

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

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The following is part of the Purchase and Sale Agreement dated March 17, 2015

between City of Spokane ("Buyer")
and Nash Eagle Ridge, LLC ("Seller")
concerning 115 W. Eagle Ridge BLVD (2 parcels) Spokane WA 99224 (the "Property").

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

WATER DISTRICT:

City of Spokane
Name
Address

SEWER DISTRICT:

City of Spokane
City, State, Zip
Fax No.

IRRIGATION DISTRICT:

City of Spokane
Name
Address

GARBAGE:

City of Spokane
City, State, Zip
Fax No.

ELECTRICITY:

AVISTA Utilities
Name
Address

GAS:

AVISTA Utilities
City, State, Zip
Fax No.

SPECIAL DISTRICT(S):
(local improvement districts or
utility local improvement districts)

AVISTA Utilities
Name
Address

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 5 days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller.

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including unpaid charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or to insure payment of, Seller's utility charges.

Buyer's Initials JS Date 3/17/15 Seller's Initials WA Date 4-1-15

**TITLE CONTINGENCY
ADDENDUM TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 17, 2015
between City of Spokane ("Buyer")
and Nash Eagle Ridge, LLC ("Seller")
concerning 115 W. Eagle Ridge BLVD (2 Parcels) Spokane, WA 99224 ("the Property")

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to determine that they are consistent with Buyer's intended use of the Property. Buyer shall have 15 days (5 days if not filled in) ☐ from mutual acceptance of this Agreement or ☒ from the date of Buyer's receipt of the preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written notice of Buyer's disapproval and the reasons therefore. Buyer may only disapprove exceptions that are contained in the preliminary commitment and may not object to matters not contained therein.

Seller shall have 5 days (5 days if not filled in) after receipt of Buyer's notice of disapproval to give Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear.

2. **Supplemental Title Reports.** If Buyer receives supplemental title reports that disclose new exception(s) to the title commitment, then the time periods and procedures for notice, correction, and termination above shall apply to the date of Buyer's receipt of the supplemental title report.
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at closing as provided in the Agreement.

Initials: BUYER: JA DATE: 3/17/15 SELLER: NA DATE: 4/1/15
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
and Nash Eagle Ridge, LLC ("Seller") 3
concerning 116 W. Eagle Ridge BLVD (2 Parcels), Spokane, WA 99224 (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

1. This offer is contingent on city council approval. 6

See Addendum 7

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Initials: BUYER: JS Date: 3/17/15 SELLER: NA Date: 4/1/15
BUYER: _____ Date: _____ SELLER: _____ Date: _____

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
and Nash Eagle Ridge, LLC ("Seller") 3
concerning 115 W. Eagle Ridge Blvd (2 Parcels), Spokane, WA 99224 (the "Property"). 4

Feasibility Contingency. Buyer shall verify within 45 days (10 days, if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

☒ **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

Initials: BUYER: JS Date: 3/17/15 SELLER: UA Date: 4/1/15
BUYER: _____ Date: _____ SELLER: _____ Date: _____

SELLING FIRM'S COMMISSION

The following is part of the Purchase and Sale Agreement dated March 17, 2015 1
between City of Spokane ("Buyer") 2
and Nash Eagle Ridge, LLC ("Seller") 3
concerning 115 W. Eagle Ridge BLVD (2 Parcels), Spokane, WA 99224 (the "Property"). 4

1. **Selling Firm's Commission.** If there is no written listing agreement, Seller agrees to pay Selling Firm a 5
commission of Three (3) % of sales price or \$ 16,500 If the Earnest Money 6
is retained as liquidated damages, any costs advanced or committed by Selling Firm shall be reimbursed or 7
paid therefrom, and the balance shall be divided equally between Seller and Selling Firm. 8

Initials: BUYER: JS Date: 3/17/15 SELLER: WA Date: 4/1/15
BUYER: _____ Date: _____ SELLER: _____ Date: _____



Form BAR-SA
Spokane Addendum
Revised 6/10
Page 1 of 3



SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 17, 2015
between City of Spokane ("Buyer"),
and Nash Eagle Ridge, LLC ("Seller")
concerning: 116 W. Eagle Ridge BLVD (2 parcels), Spokane (the "Property").

CHECK IF INCLUDED:

☒ 1. BUYER'S PROCUREMENT OF INSURANCE

a. Notice to Buyer Concerning Insurance. The availability and cost to Buyer of homeowners or property insurance on this Property depends on a number of factors, including Buyer's personal insurance, financial and credit history, materials and conditions present in or on the Property; and the claim history for the Property. Some insurance companies base underwriting decisions on the Comprehensive Loss Underwriting Exchange ("CLUE"), which includes information on the history of insurance claims concerning the Property or made on other properties by the person seeking insurance.

b. Insurance Contingency. This Agreement is contingent upon Buyer obtaining underwriting approval for "Acceptable Insurance." For purposes of this provision, Acceptable Insurance means a preferred replacement type insurance policy issued by an admitted insurer in the State of Washington of Buyer's choice that either:

- i. Is a preferred insurance policy with an initial annual premium rate not exceeding \$ _____ (½ of one percent of the purchase price for the Property if not filled in); or
- ii. Is issued at the carrier's preferred insurance rates filed with the Washington State Insurance Commissioner.

c. Application. Buyer must make a complete application for Acceptable Insurance no later than _____ days (5 days, if not filled in) after mutual acceptance of this Agreement. If Buyer fails to make application within the agreed time, this insurance contingency shall be deemed waived. Upon request from Seller after the date for making application for insurance, Buyer will confirm the agency, broker or insurer, as applicable, with whom the application has been made. Buyer authorizes such person or entity to whom application has been made to confirm in writing relevant information regarding such application, including the documentation that Buyer made a complete application.

d. Insurance Deadline. This insurance contingency shall be deemed satisfied unless, within _____ days (14 days if not filled in) after mutual acceptance of this Agreement, Buyer gives Notice of inability to obtain underwriting approval for Acceptable Insurance. If Buyer is unable to obtain confirmation from the person or entity with whom the application for insurance was made that underwriting review for Acceptable Insurance regarding such insurance has been completed by the insurer and approval has been granted (with Buyer having made a good faith effort to obtain such confirmation regarding Acceptable Insurance), and Buyer gives Notice of such inability within the time stated at the beginning of this Paragraph 1.d., then this Agreement shall terminate and the earnest money shall be refunded to Buyer.

Initials: BUYER: [Signature] DATE: 3/17/15 SELLER: [Signature] DATE: 4/1/15
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



e. Changes in Insurance Status. If, within the time period for satisfying the insurance deadline stated in Paragraph 1.d., Buyer provides written confirmation from the person or entity with whom the insurance application was made that underwriting review for Acceptable Insurance has been completed and approved by such insurer, but Buyer is thereafter notified that Buyer will be unable to obtain Acceptable Insurance because of a change in the status of the Property or underwriting requirements of the insurer, which changes are beyond the control of Buyer, then upon Buyer's receipt of notification that Acceptable Insurance will not be obtainable, Buyer may give notice of such inability, in which event this Agreement shall terminate and the earnest money shall be refunded to Buyer.

☒ 2. MOLD DISCLOSURE AND RELEASE

a. Seller and Buyer are advised that Molds may be present in the Property. Seller and Buyer also acknowledge that none of the real estate Firms, Firms' Brokers or any other brokers involved in this transaction is an expert regarding the identification of, detection of, presence of, significance of, or treatment of Molds. Seller acknowledges it is their responsibility to disclose any information they know about Molds at the Property, and conditions that could lead to the presence of Molds. Buyer understands that the real estate Firms, Firms' Brokers and other brokers involved in this transaction are not responsible for undertaking any separate investigation, inspection, evaluation or disclosure with regard to Molds or conditions that could lead to the presence of Molds. For purposes of this provision, Seller and Buyer acknowledge that Molds include fungus and microbes. Fungus includes any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom. Microbes mean any non-fungal microorganism or non-fungal colony-form organism.

b. While the real estate Firms, Firms' Brokers and other brokers do not have specialized expertise with regard to Molds, the parties understand and acknowledge that Molds are generally understood to be living organisms that feed on organic material. They are apparently a natural part of both outdoor and indoor air. However, when Molds germinate and grow, they can produce spores. Recently, concern has arisen in various parts of the country that elevated levels of Mold spores in indoor living or working environments may increase the risk of adverse health effects, particularly respiratory problems. One type of Mold, commonly referred to as "black mold", is generally considered the most likely to be harmful. This Mold is believed to require a lot of moisture to grow, so finding it indoors indicates significant moisture accumulation. It can apparently grow on materials with high fiber and low nitrogen content, such as paper (including wallpaper and the paper covering gypsum wallboard), wood, carpet or insulation. Apparently, Mold growth, once started, will continue until the presence of significant moisture accumulation is stopped.

c. Seller acknowledges that Seller has the sole responsibility for disclosing to Buyer in writing any knowledge Seller has regarding the presence of Molds or conditions that could lead to the presence of Molds at the Property. Seller agrees to indemnify and hold the real estate Firms, Firms' Brokers and other brokers involved in the transaction harmless from any loss, injury, claim or damage allegedly arising in any way in connection with a claimed failure of Seller to disclose known material facts related to Molds or moisture conditions which could cause or lead to the presence of Molds.

d. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or actual treatment for any known, disclosed or potential Molds at the Property. Buyer acknowledges that no real estate firm or broker has any responsibility or obligation in connection therewith.

Initials: BUYER: J.B. DATE: 5/17/15 SELLER: LT DATE: 4/1/15
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



Form SAR-SA
Spokane Addendum
Revised 8/10
Page 3 of 3

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e. In addition, the parties are advised that, in general some steps can be followed to reduce the amount of mold in a property or prevent it from growing, including:

- i. Dry water-damaged areas and items within 24-48 hours to prevent mold growth.
- ii. Fix leaky plumbing or other sources of water.
- iii. Wash mold off hard surfaces with detergent and water, and dry completely.
- iv. Absorbent materials (such as ceiling tiles and carpet) that become moldy may have to be replaced.
- v. Reduce indoor humidity (to 30% - 60%) to decrease mold growth by: venting bathrooms, dryers, and other moisture-generating sources to the outside; using air conditioners and de-humidifiers; increasing ventilation; and using exhaust fans whenever cooking, dishwashing and cleaning.
- vi. Indoor plants are another source of moisture that can raise humidity and contribute to mold growth.

f. The above is intended as general advice and not as a substitute for professional advice. More information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/iaq/molds/index.html.

g.

Buyer's Initials	Seller's Initials
<i>[Signature]</i>	<i>[Signature]</i>

Based on the above, Seller and Buyer acknowledge that no real estate Firm, Firm's Broker or other broker has responsibility for any claim, matter, condition, loss or damage associated in any respect with Molds. Seller and Buyer acknowledge that this waiver and release has been specifically negotiated as part of the basis of the agreement or services to be provided by the real estate Firms, Firms' Brokers and other brokers involved in this transaction, it defines and limits the scope of obligations owed by the Firms, Firm's Brokers and other brokers to any of the parties, and allocates those responsibilities solely to the Seller and Buyer, as described above.

Initials: BUYER: *[Signature]*

DATE: *9/7/15*

SELLER: *[Signature]*

DATE: *4/1/15*

BUYER: _____

DATE: _____

SELLER: _____

DATE: _____

EXHIBIT A
Legal Description

PARCEL 1

THE EAST 220 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 6, TOWNSHIP 24 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 65 FEET THEREOF;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL 2

THE WEST 220 FEET OF THE EAST 440 FEET OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 43 EAST OF THE
WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 65 FEET THEREOF;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Parcel No.: 34064.0039 AND 34064.0040

INITIALS: BUYER JS

DATE

3/18/15

SELLER LA

DATE

4/1/15

BUYER _____

DATE _____

SELLER _____

DATE _____

Form 36
Counteroffer Addendum
Rev. 8/11
Page 1 of 1

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COUNTEROFFER ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated March 18, 2015 concerning 115 W Eagle Ridge Blvd, Spokane, WA 99224 (the "Property"), by City of Spokane as Buyer and the undersigned Nash Eagle Ridge, LLC as Seller are accepted, except for the following changes.

☐ The Purchase Price shall be \$ _____

☒ Other.

1. This offer is contingent on City Council approval. If not received by ~~4/13/2015~~ this agreement shall terminate and earnest money deposit to be returned to purchasers.
2. The deed transferring the property to purchasers will include a covenant requiring the prior review and approval of the Eagle Ridge architectural review committee of any structures constructed on the property and that construction be completed in compliance with any approvals given.
3. Sellers "Knowledge" is limited to the present actual "not inputted" personal knowledge of Lori Henriksen, without any obligation to require or investigate.
4. Page 1, Item 11 to read "Within 15 days of contingent removal"
5. Page 2, Section D "Sellers to provide purchasers with a Bargain & Sale Deed"

This counteroffer shall expire at 9:00 p.m. on _____ (If not filled in, two days after it is delivered), unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the Earnest Money shall be refunded to Buyer.

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth;

Lori Henriksen 4/1/15
Signature Date Signature Date

The above counteroffer is accepted.
David Stule 4/3/2015
Signature Date Signature Date

BORROWER'S STATEMENT

Borrower: City of Spokane

Seller: Nash Eagle Ridge, LLC

Settlement Agent: Layman Law Firm, PLLP
(509)455-8883

Place of Settlement: 601 South Division
Spokane, WA 99202

Settlement Date: April 30, 2015

Property Location: 115 West Eagle Ridge Blvd
Spokane, WA 99224
Spokane County, Washington

DEBITS

Contract sales price		550,000.00
	Kiemle & Hagood Company	
	Layman Law Firm, PLLP	710.00
Government recording charges	Stewart Title of Spokane	74.00
Gross Amount Due From Borrower	TOTAL DEBITS	<u>550,784.00</u>

CREDITS

Less Total Credits to Borrower

TOTAL CREDITS

BALANCE

From Borrower

550,784.00

APPROVED:

City of Spokane

BY: _____

Layman Law Firm, PLLP

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

04/20/2015

Date Rec'd

4/6/2015

Clerk's File #

OPR 2015-0312

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

BORIS BORISOV 625-6156

Contact E-Mail

BBORISOV@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0650 - CONTRACT - BDS PLANNING & URBAN DESIGN

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

BDS Planning & Urban Design will provide assistance to the Greater Hillyard Business Association and East Spokane Business Association in the establishment of Business Improvement Districts.

Summary (Background)

This contract will provide services to the City of Spokane by assisting the Greater Hillyard Business Association and the East Spokane Business Association in establishing Business Improvement Districts. The Consultant will lead a very robust public outreach process necessary to establish the districts. The Consultant will work with the two organizations to identify district boundaries, assessments, and projects to be implemented with the revenue generated. In addition, each organization is

Fiscal Impact

Expense \$ 50,000.00

Select \$

Select \$

Select \$

Budget Account

0750 30210 58100 54101

#

#

#

Approvals**Dept Head**

MEULER, LOUIS

Division Director

SIMMONS, SCOTT M.

Finance

SALSTROM, JOHN

Legal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other****Distribution List**

lhattenburg@spokanecity.org

jsalstrom@spokanecity.org

mhughes@spokanecity.org

Additional Approvals**Purchasing**

WAHL, CONNIE

cwahl@spokanecity.org

tstripes@spokanecity.org

smsimmons@spokanecity.org

bborisov@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

in need of assistance with this year's district promotional activities and events.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

rimus@spokanecity.org

amcdaniel@spokanecity.org

lmeuler@spokanecity.org

hwhaley@spokanecity.org

bstuckart@spokanecity.org

CONSULTANT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and BDS PLANNING & URBAN DESIGN, whose address is, 1932 1st Avenue, Suite 714, Seattle, Washington 98101 as "Consultant".

The parties agree as follows:

1. PERFORMANCE. The Consultant shall ESTABLISH THE BUSINESS IMPROVEMENT DISTRICTS FOR EAST SPOKANE BUSINESS ASSOCIATION AND GREATER HILLYARD BUSINESS ASSOCIATION, in accordance with the Contractor's proposal dated March 9, 2015.
2. CONTRACT TERM. The Agreement shall begin on or about April 1, 2015, and run through December 31, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay the Consultant an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) as full compensation for the services provided under this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.
4. PAYMENT. The Consultant shall submit monthly applications for payment to Planning and Development Services, Third Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Consultant's application. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
5. TERMINATION. Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.
6. STANDARD OF PERFORMANCE. The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

7. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

9. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor- employer relationship will be created by this Agreement.

10. INDEMNIFICATION. The Consultant shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Consultant's performance of this Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

The Consultant waives its immunity under Industrial Insurance, title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

11. INSURANCE. During the term of the Agreement, the Consultant shall maintain in force at its own expense, the following insurance coverage(s):

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish an acceptable insurance certificate to the City at the time the Consultant returns the signed Agreement.

12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

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

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

16. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

- B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

Dated: _____

CITY OF SPOKANE


By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

BDS PLANNING & URBAN DESIGN

Email Address, if available:

By: _____

Title: _____

Attachments that are a part of this Agreement:

BDS Planning & Urban Design Proposal dated 3/9/15
BDS Response to Questions for RFP dated 4/1/15


15-102

BDS

PLANNING & URBAN DESIGN

April 1, 2015

To: Boris Borisov, City of Spokane
Planning and Development Services Department

From: Brian Douglas Scott, Ph.D. 
BDS Planning & Urban Design

Re: Response to Questions for RFP #4099-15 - Business Improvement District services

As a follow-up to our conversation yesterday, the following are my responses to the City's questions about BDS Planning & Urban Design's understanding of issues related to the Hillyard and East Spokane business districts. Additionally, we have proof of insurance on its way to you and will obtain a City of Spokane business license tomorrow.

1. *Need to formalize relationships with district leadership.*

BDS Planning & Urban Design (BDS) understands that direct relationships with leaders in each business district will be important. I look forward to meeting each business association's leaders in the near future.

2. *Spokane's is unique and the BIA rates should be realistic for this market*

BDS understands that each city - and in fact, each district - is unique. We pride ourselves in designing each BIA's assessment mechanism to be ideally suited to the goals, needs, and resources of the ratepayers in that district.

3. *Businesses that already pay triple net will need to see the extended benefits of a BIA*

BDS understands that for income-producing properties, BIA assessments are ultimately borne by the tenants (either directly through triple-net leases or indirectly through increased rental rates over time). As such, it is important to consider the tenants' needs and to communicate with tenants about the benefits of a BIA.

4. *Districts have many small businesses and the BIA will have to take this into consideration*

As noted in the previous answer, BDS understands that the needs and understanding of all tenants—including small business tenants—are critical to the passage and operations of a BIA.

5. *The process should look at fee structures creatively. We are looking for guidance as to what format will work best to accomplish each district's goals (flat rate, owner assessment, tenant assessment, or combination thereof)*

BDS prides itself in designing each BIA to suit the unique needs of the local ratepayers. We have used owner assessments and tenant assessments that are based on value or square footage (of land, building, or unit), as well as flat rates, ceilings, discounted rates, and other metrics. We expect to consider these options in Spokane.

6. *The process should explore if WSDOT could participate as a ratepayer*

BDS is happy to explore WSDOT or any other type of ratepayer. Issues will include WSDOT's interest, the City of Spokane's ability to require the State of Washington to pay an assessment, assessment metrics for public property, and whether other governmental units (such as the City itself) will pay into the BIA.

7. *ESBA and GHBA may have different schedules based on how much outreach each district will need.*

BDS understands that the East Spokane and Hillyard districts are in different places in terms of process to date, specific needs, and outreach to potential ratepayers. We will design our outreach and engagement accordingly.

8. *Each district may need different meeting times (morning, evening, etc.) to accommodate schedules*

BDS understands that different districts have different needs and traditions in terms of meeting times, places, formats, and so forth. We are happy to accommodate this within the limitations of the project's timeline and budget.

9. *The City is planning on hiring a Project Employee to assist with organizing meetings, communication management, and outreach. How will BDS plan on utilizing this resource?*

This is a great resource! BDS adds the most value when we are doing the things that we are uniquely qualified to do, such as business district assessment, data analysis, facilitation and consensus building, and direct ratepayer engagement - especially with challenging ratepayers. To the extent that the City can support our work by organizing meetings, managing general communications and routine outreach, more of our time will be focused on our most valuable work.

10. *Both districts have properties that are not being upgraded nor is there an interest to sell such properties; this is part of the current landscape as the districts take the step of BIA creation.*

Every business district has property and business owners who are disengaged with the community and often appear to be disengaged with their own assets, showing little interest toward investments in the future. It is not surprising that this is true in the Hillyard and East Spokane districts as well. Disengaged property and business owners are a meaningful challenge to BIA formation and management, but this challenge is familiar and expected.

None of the issues discussed above pose a problem in terms of the scope of work and budget, which is based on time and expenses. Since our base is in Seattle, we will need to be efficient with our travel to Spokane and make effective use of every trip, regardless of the specific topics at hand for each district. To this end, the more support we get from the City with logistics and legwork in Spokane, the more effective we will be.

Please let me know if you need further information or want to discuss in more detail.



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	4/8/2015
Clerk's File #	OPR 2015-0314
Renews #	
Cross Ref #	
Project #	
Bid #	4060-14
Requisition #	

Submitting Dept	BUSINESS & DEVELOPER SERVICES
Contact Name/Phone	SCOTT SIMMONS 625-6584
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0750 - AMERICAN MEDICAL RESPONSE

Agenda Wording

Agreement with American Medical Response (AMR) Ambulance Service of Spokane, 915 West Sharp Avenue, Spokane, WA 99201, to provide ambulance transport when requested by the Fire Department, June 01, 2015 through May 31, 2020.

Summary (Background)

New agreement based on the results of Bid # 4060-14. Ambulance transport service is an essential element of the Emergency Medical Services (EMS) system in the City. AMR will provide patient transport service with response time criteria, performance standards plus training and other requirements. The rates bid by AMR are competitive and will continue to keep Spokane rates for 9-1-1 ambulance transport services at the low end of the spectrum while maintaining a high level of service delivery.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 300,000.00	#	1970 30210 99999 34143 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	03/19/15
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	korlob@spokanecity.org	
		smsimmons@spokanecity.org	
		bwilliams@spokanecity.org	

AGREEMENT AMBULANCE SERVICE

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation (the "City"), and AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC., a Delaware corporation, whose address is 915 West Sharp Avenue, Spokane, Washington 99201 ("AMR"), hereinafter referred to as the "Parties".

The parties agree as follows:

ARTICLE I - GENERAL

- 1) AMBULANCE SERVICES. AMR shall provide Advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty-four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times.
- 2) AGREEMENT TERM. The term of this Agreement shall be for five (5) years commencing at 12:00 a.m. on June 1, 2015. It shall be renewable at the sole option of the City for an additional period of five (5) years.
- 3) DEFINITIONS. As used in this Agreement, the following terms have the meaning provided in this section:
 - A. "Agreement" means this Ambulance Service Agreement.
 - B. "Advanced Life Support" means currently certified Washington state paramedic(s) providing patient care.
 - C. "All Inclusive Rate" means the rate allowed by this Agreement that is inclusive of all costs for the transport except oxygen and mileage.
 - D. "ALS emergency ambulance service" means currently certified Washington state paramedics responding to requests for service in an ambulance with lights and siren.
 - E. "ALS non-emergency ambulance service" means currently certified Washington state paramedics responding to requests for ambulance service in an ambulance without lights or siren.

- F. "Ambulance" or "ambulance vehicle" means a motor vehicle that is currently licensed and certified under Washington law to provide emergency transportation of patients and/or persons who are ill or injured or who have disabilities, and that satisfies all requirements of this Agreement.
- G. "Ambulance service" means the emergency medical services contemplated under this Agreement, including without limitation the transportation of patients and/or persons who are ill or injured or who have disabilities in an ambulance and, in connection therewith, the administration of pre-hospital and out-of-hospital medical, emergency or non-emergency care, if necessary, consistent with all requirements of this Agreement.
- H. "ALS rate" means the amount charged when paramedic level interventions or medications are administered as referenced in Medicare regulations and this Agreement.
- I. "Base station" means the radio communications system used and maintained in the business or dispatch center.
- J. "BLS rate" means the amount charged when the patient does not require paramedic level interventions or medications as referenced in Medicare regulations and this Agreement.
- K. "Combined Communications Center" or "CCC" means the dispatch agency for the City of Spokane Fire Department.
- L. "Contract Administrator" means the City of Spokane Fire Department's designated EMS administrator.
- M. "Fire Chief" means the City of Spokane Fire Chief.
- N. "Fire Department" means the City of Spokane Fire Department.
- O. "Hearing Examiner" means the City of Spokane Hearing Examiner.
- P. "Medical emergency" includes the list of medical conditions set forth in Appendix "A" of this Agreement.
- Q. "Patient" means any person requiring pre-hospital medical care and/or receiving ambulance transport service under this Agreement
- R. "Post station" means any predetermined location where an ambulance is staged waiting for the next EMS call.
- S. "Skilled nursing facility" means a licensed nursing facility as defined by State law.
- T. "Response Time" means the time period between when AMR receives a request for service and address information necessary to respond from the CCC, until AMR's arrival at the scene.

ARTICLE II - OPERATIONS

1. COVERAGE PLAN. Prior to the Agreement commencement, AMR shall present to the City's Contract Administrator a written system status plan of Ambulance transport coverage to be approved by the City's Fire Chief for the term of the Agreement. .
2. PATIENT AMBULANCE PREFERENCE. City personnel will not request a Patient's ambulance transport preference or make any recommendations. If a Patient requests an ambulance service other than AMR, the request will be honored except where the Patient's health may be jeopardized by potential delay.
3. MEDICAL EMERGENCIES. At all times during the Term of this Agreement, upon AMR's receipt of a request for ambulance service within the City limits for any medical emergency from any source other than the CCC, AMR shall immediately (i.e., within sixty (60) seconds) contact the CCC and provide it with all available information as to the nature and location of the emergency. A listing of medical emergencies and exceptions to the above stated notification requirements are set forth in Appendix "A".
4. PATIENT CARE.
 - A. The procedures for the transfer of patient care at an incident are set forth in the attached Appendix "B". These procedures may be amended by the Fire Chief, subject to approval by the Spokane County Medical Program Director, without action by the City Council. Amendments shall be filed with the City Clerk.
 - B. AMR shall follow patient care procedures as stated in the Spokane County Emergency Medical Services (EMS) Protocols & Guidelines, the East Region Patient Care Procedures (PCPs) and the Washington State Department of Health Trauma, Cardiac, Stroke and Destination Care Procedures.
5. RESPONSE READINESS. AMR shall be responsible to accept all referrals from the CCC. Provided; AMR shall not accept any request for ambulance service unless it is able to respond immediately with a paramedic-staffed vehicle. If AMR cannot immediately respond to a request for ambulance service (i.e., en-route to the call within two (2) minutes) for any reason, it shall immediately so notify the CCC. If, due to an emergency or unavailability of a vehicle/ equipment and when AMR will not have vehicle/ equipment available for any period of time, it shall immediately notify the CCC and the contract administrator by pager.
6. SPECIAL EVENTS PLANNING AND OPERATIONS. AMR shall cooperate with the City in developing and implementing operations plans for special events. AMR may be called on to provide vehicles and staffing at special events at no cost to the City. AMR may separately negotiate with the promoter of any special event for their services. AMR shall be entitled to bill any patients or third-party payors for Ambulance patient transport provided during standbys at the current approved City rates. In no case will the City be responsible for any AMR costs.

7. DISASTER. AMR agrees to provide standby service at the request of the Fire Chief or his duly authorized representative in the event of a disaster, fire scene extended law enforcement operations, or other emergency at no cost to the City.
8. CONSUMER PROTECTION. Unfair, fraudulent or deceptive practices by AMR are prohibited. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance company services is prohibited and will constitute a Material Default under Article X, Section 3.
9. COMPETITION. AMR shall not utilize the Agreement with the City in any way to compete unfairly with other companies in the area providing private ambulance services. This section simply means the City is not endorsing one ambulance service over another, and AMR shall not advertise as such.
10. ADVERTISING. All advertising or other solicitation for business by AMR shall emphasize in a conspicuous manner that its primary business is not to provide rapid initial response or advanced field life support to medical emergencies and is designed solely to transport those persons whose physical impairments render it impractical to use a regular common carrier or taxi service. AMR agrees that any materials distributed by it will include "9-1-1" as the primary and apparent emergency telephone number for medical emergencies.
11. RESPONSE TIME REQUIREMENTS. AMR shall provide for dispatch of its vehicles when notified by the CCC, according to the following response time requirements. AMR shall notify the CCC from where the unit is responding. Response time shall be calculated from the time AMR receives a request for service and receives address information necessary to respond from the CCC until AMR's arrival at the scene. AMR is to immediately notify the CCC when any assigned AMR unit is diverted to another call and shall immediately identify the substitute AMR unit that is being assigned to the original call. The response time calculation does not change if units are diverted.
 - A. Code Request. (red lights and sirens). AMR shall meet a maximum response time of ten (10) minutes for code responses (defined as use of red lights and sirens following emergency response criteria as established by State law) for at least ninety percent (90%) of the code calls referred to it by the City on a monthly basis.
 - B. No Code Request. (red lights and sirens not used). AMR shall meet a maximum response time of twenty (20) minutes for non-code responses (defined as no use of lights and sirens following normal traffic laws) for at least ninety percent (90%) of the no code calls referred to it by the City on a monthly basis.
 - C. Code requests shall be Charlie "C", Delta "D", and Echo "E" calls and no-code requests shall be Alpha "A", and Bravo "B" calls unless otherwise directed by the Fire Chief.
 - D. Individual Response Standards. Should AMR's response time performance fail to meet the required standards, the City may impose the liquidated damages,

penalties, or terminate this Agreement according to the for cause termination provisions of this Agreement. Provided:

- 1) Code Request. In no event shall any single response time exceed fifteen (15) minutes for a Code Request except as provided in the following subsection E.
- 2) No Code Request. In no event shall any single response time exceed thirty (30) minutes for a No Code Request except as provided in the following subsection E.

Note: When an AMR unit is directed to stage on a call, the AMR unit's "staging" time is considered equal to their "on scene" time.

E. Mitigating Circumstances. Mitigating circumstances for not meeting the above referenced response time standards include:

- 1) The City gives AMR a substantially incorrect address to which to respond.
- 2) While traveling to the scene of a call, the ambulance is involved in a traffic accident, suffers a mechanical breakdown, encounters a disaster, a riot, extremely bad weather, becomes involved in extreme traffic congestion or encounters another emergency en-route. The condition or event shall be of such nature and severity as to prevent the ambulance from timely reaching its destination; shall be immediately reported by the ambulance personnel to the Combined Communications Center, and be of such a nature that it could not reasonably be anticipated or avoided. AMR shall provide any backup ambulance necessary to complete its calls.
- 3) Any other circumstance as approved by the Fire Chief.
- 4) The Fire Chief shall determine in good faith whether mitigating circumstances exist.

F. Response Time Performance Reporting and Monitoring. On or before the fifteenth (15th) day of each month, AMR shall provide the Fire Department with a monthly run sheet for the prior month for all responses within the City's corporate limits. The monthly run sheet shall identify response times for all incidents during the prior month, together with any applications for exemptions. AMR shall document each instance wherein a response resulted in a response time in excess of the response performance standard, and shall detail the reason for such delayed response time. AMR shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the City with a summary of such corrective actions. The City shall respond to the run sheet within ninety (90) days of receipt.

G. Liquidated Damages. This section is included as an incentive/deterrent for AMR to meet response times as outlined in this agreement. In the event AMR fails to meet the response time performance standards, and the City does not grant an exemption to the delay or non-response, AMR shall pay the City liquidated damages. Nothing in this section shall be construed to limit any remedies, including termination, provided

for herein with respect to any nonperformance, breach, or default by AMR. Each and every call that does not adhere to the response time standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by AMR and evaluated by the City. The City shall determine whether there were appropriate or acceptable mitigating circumstances that caused or significantly contributed to the performance failure.

- 1) Liquidated Damages for Emergency (Code response) Request: For an individual response to a code request that exceeds ten (10) minutes, AMR shall be assessed liquidated damages at a rate of sixty dollars (\$60.00) per minute or fraction thereof for each minute to a maximum of three hundred dollars (\$300.00).
 - 2) Liquidated Damages for Non-Emergency (No-code response) Request: For an individual response to a no-code request that exceeds twenty (20) minutes, AMR shall be assessed liquidated damages at a rate of sixty dollars (\$60.00) per minute or fraction thereof for each minute to a maximum of three hundred dollars (\$300.00).
 - 3) Liquidated Damages for Exceeding the Maximum Response Time: For an individual response that exceeds the maximum response time or is cancelled due to exceeding the maximum response time, AMR shall be assessed liquidated damages of six hundred dollars (\$600.00) and shall not be assessed the liquidated damages listed in 1) and 2) above.
 - 4) For a month in which Code Request incident response time is below 90% of the responses standard as outlined in section 11 A above, AMR shall be assessed liquidated damages in the amount of two thousand dollars (\$2,000) per month.
 - 5) For a month in which No-Code Request incident response time is below 90% of the responses standard as outlined in section 11 B above, AMR shall be assessed liquidated damages in the amount of one thousand dollars (\$1,000) per month.
- H. Invoicing And Payment Of Liquidated Damages. No more frequently than monthly and at least quarterly, the City shall invoice AMR for any liquidated damages assessed during the prior period. AMR shall pay the liquidated damages within thirty (30) days of receipt of invoice.
- I. Appeal Of Liquidated Damages Assessment. AMR may request in writing that the City's Contract Administrator reconsider imposition of liquidated damages in the thirty (30) day period following the evaluation of the City. In instances when the Contract Administrator reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, AMR shall have the right to appeal such determination in writing to the Fire Chief within fifteen (15) days. The good faith ruling by the Fire Chief shall be final.
- J. Performance Incentive. After any consecutive twelve (12) calendar months of response performance review the City, at its sole discretion, may implement a

performance incentive program to minimize liquidated damages from response time violations.

12. NO CODE REQUESTS. AMR shall not use red light and/or sirens to arrive at an incident on a No Code Request. The City shall specify whether the request for ambulance services is an Alpha or Bravo no-code call. AMR shall make its own determination of the need for "code" departure from the incident to the medical facility, based on Spokane County EMS protocols/ guidelines, East Region PCPs and Washington State Department of Health Care Procedures.

13. NON-TRADITIONAL HEALTH CARE

The parties will work collaboratively to identify potential non-traditional, out-of-hospital health care, in which personnel from both agencies may participate in programs intended to enhance overall health care delivery to the citizens of the community and integrated community medical services. Both agencies will work together with third party insurers, managed care organizations, public health officials, and other agencies involved in the provision of out-of-hospital health care, in order to identify optimal and more efficient utilization of the skills of local emergency medical personnel in non-traditional EMS activities in an effort to better manage costs associated with the provision of such services.

- A. Nurse Line – The parties will evaluate the feasibility of Nurse Line services being provided by AMR. Should the parties determine that such services are feasible, any cost to the City for those services will be negotiated between the parties.

ARTICLE III. FEES AND CHARGES

1. INITIAL RATE / CPI INCREASES. The rates set forth in Attachment "C" shall apply for the first twelve (12) months of this Agreement. The rate schedule may be adjusted by AMR once a year thereafter on an annual basis with the increase not to exceed the latest annual U.S. All Urban Consumer Price Index (January 1- December 31) with a minimum increase of two (2) percent and a maximum increase of five (5) percent as agreed to by the parties. AMR shall notify the Fire Chief in writing of the adjusted rates based on the C.P.I at least sixty (60) days prior to the effective date of the changes. Rate changes cannot be implemented until receiving written approval from the Fire Chief, which shall not be unreasonably withheld.
2. RATE LISTING. AMR shall annually in June file and maintain with the Contract Administrator a current rate schedule of all patient fees and charges applicable to the Agreement.
3. OTHER CHANGE REQUESTS ALLOWED. AMR may submit requests for changes to fees and charges based on the following:
 - A. Changes in Technology/ Unforeseen Expenses. AMR may request new charges based on changes in technology or for impacts to its operation that were unforeseen or beyond its control. Such requests shall be submitted in writing at least sixty (60) days before implementation and cannot be imposed without the written approval of the Fire Chief.

- B. Changes in Collections due to Fixed Rate Payers/ Non-Payers. In addition to the circumstances described in Section 3(A) above, during the term of this Agreement, AMR may make no more than two (2) requests for an adjustment of the fees set forth in Attachment "C" to compensate for the effect that fixed rate payers (e.g. Medicare, Medicaid) and non-payers have on AMR's collections. Such requests must be at least eighteen (18) months apart and shall be supported by detailed documentation showing the need for the increase. Such requests shall be submitted in writing at least sixty (60) days before implementation and cannot be imposed without the written approval of the Fire Chief.
4. RATE ADJUSTMENTS / NEW CHARGES. All other rate adjustments or new charges shall require approval by the City Council. AMR will submit a written request to the City's Contract Administrator requesting a change. If the City Council fails to reach a decision approving or denying AMR's request within ninety (90) days of AMR's submittal of the written request or otherwise takes no action on the request, the requested rate adjustments and/or new charges will be deemed approved by the City Council.
5. DECREASED COSTS. Rate decreases are at the option of AMR and are not a requirement of the Agreement.
6. REVIEW OF BILLING AND CHARGES. AMR shall keep true, full and accurate patient records, bills, charts, and related materials for a period of time as required by federal and state law, relating to the services provided by AMR pursuant to this Agreement, together with any other information which will in any way affect AMR's requests for payments for services and/or rate increases and new charges. The Contract Administrator shall be allowed, after fifteen (15) days prior notice, to inspect AMR's books of account at AMR's offices.
- A. The Contract Administrator will regularly request and review AMR's patient billings to monitor compliance with the pricing requirements. AMR shall forward bills, charts, and other related materials within fifteen (15) days of the request.
- B. Upon a discovery of a significant and material billing error and discussion with AMR, if the Fire Chief determines an independent review or audit is necessary by a certified public accountant he will advise AMR in writing of the City's intent to procure the review or audit. AMR shall not be obligated to pay more than the commercially reasonable costs and fees for any review or audit.
7. PAYMENT BY PATIENTS. AMR shall look solely to the person(s) to whom ambulance services (or their financially responsible insurance company or third-party payor) are rendered for payment of all fees and charges. The City shall have no responsibility for payment of any costs incurred by AMR as a result of this Agreement.
8. PROHIBITED CHARGES.
- A. AMR shall not impose any unfair or excessive charges or fees

B. AMR shall not charge any person the agreed upon rates for treatment, supplies or equipment unless the ambulance transports the patient; provided, AMR may charge Medicare or Medicaid for emergency response to a patient that is determined to be DOA after arrival that is not transported.

C. AMR is prohibited from making on-site, en-route, or upon delivery, solicitations or requests for collection of payment.

9. BILLING, COLLECTIONS AND REPORTING.

A. AMR shall be responsible for all billing and collection functions related to services rendered pursuant to the Agreement. AMR shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws. The ambulance company shall commit a pre-billing employee in their Spokane office to review bills and assure accuracy in accordance with provisions of the Agreement.

B. AMR shall maintain billing and accounts receivable information. AMR shall provide to the Contract Administrator, within ninety (90) days after the end of each fiscal year of AMR, written data that clearly identify collection rates, payor mix and compliance with rate structure, and provide for review the preliminary balance sheet and income statement for its operations within the Spokane operation. The City shall have the right to examine/ audit financial records at any reasonable time. The City will maintain confidentiality of submitted financial records and statements, subject to the requirements of state law.

10. COMPENSATION. AMR agrees that the requests for ambulance service referred to it by the City shall be fair and adequate consideration for providing the services under this Agreement. Provided, nothing herein guarantees or entitles AMR to any particular referrals of calls for ambulance service.

11. AGREEMENT MAINTENANCE. The Fire Department shall charge AMR and AMR shall pay for the City's cost of administering all aspects of this Agreement ("Administration Fee"). The Administration Fee shall be TWENTY- FIVE THOUSAND AND NO DOLLARS (\$25,000.00) plus CPI per calendar month. The City shall submit monthly invoices to AMR for the Administrative Fee. Within thirty (30) days of AMR's receipt of the City's invoice, AMR shall remit the Administrative Fee to the City's Director of Treasury Services.

The Administrative Fee will be adjusted annually as of the anniversary date of this Agreement per the formula outlined in Article III, Section 1 above as agreed to in writing by the parties. If the stated index is discontinued, the City will use the index promulgated by the Department of Labor which in the City's opinion most closely approximates the above index, and the Administrative Fee will be adjusted

accordingly. The Administrative Fee shall never decrease over the previous year. The City shall be responsible for calculating the adjustment and shall, within thirty (30) days prior to each anniversary date, provide AMR with documentation pertaining to the calculated adjustment. The purpose of this annual fee and increase is to offset the costs for the following services:

- A. The costs associated with the dispatch and computer aided dispatch connectivity including hardware, software, and maintenance to support the system ;
 - B. The City's incremental cost associated with administration of the Agreement;
 - C. The City's incremental cost associated with monitoring AMR's compliance with the Agreement;
 - D. The City's incremental cost associated with integration of patient care data; and
 - E. The City's incremental cost associated with medical oversight and quality assurance ; and
 - F. The City's incremental cost associated with the overall coordination of this Agreement with the community's integrated medical systems; and
 - G. The City's cost for training ambulance service employees in courses required for operations.
 - H. It is the City's responsibility to ensure that the Administrative Fee for the services that it provides to AMR set forth above is less than its actual costs to provide those services.
12. No Influence on Referrals. It is not the intent of either party to the Agreement that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in the Agreement. Any payments specified in the Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

13. .

ARTICLE IV - AGREEMENT ADMINISTRATION

- 1. LOCATION OF OFFICES. AMR shall maintain an administrative office within the Spokane City Limits. AMR shall notify the Contract Administrator in writing 90 days before moving the office.
- 2. RESPONSIBLE INDIVIDUAL. AMR's designated representative, as defined in subsection IV(3)(B) below, shall work in the Spokane administrative office.

Administration of this Agreement shall be the designated representative's primary job function. AMR shall notify the Contract Administrator at least ninety (90) days prior to appointing a new designated representative; provided, if extraordinary circumstances do not permit ninety (90) days advance notice, AMR shall notify the Contract Administrator as soon as possible under the circumstances.

3. CONTACTS FOR RESPONSIBILITY.

- A. City. The City's designated representative for purposes of receipt of any notices shall be:

Fire Chief, City of Spokane
Spokane Fire Department
44 West Riverside Avenue
Spokane, Washington 99201-0189

The City's designated representative for purposes of administering this Agreement is the Contract Administrator.

- B. AMR. The AMR's designated representative for purposes of receipt of any notices shall be:

General Manager
American Medical Response Ambulance Service, Inc.
915 West Sharp Avenue
Spokane, Washington 99201

With Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

AMR's designated representative for purposes of administering this Agreement shall be:

General Manager
American Medical Response Ambulance Service, Inc.
915 West Sharp Avenue
Spokane, Washington 99201

- C. Absence. The above-named persons shall designate a person to act as their authorized designee in case of absence or other circumstance where they may be unavailable and shall provide written evidence of such designation to the other party within a reasonable time.

4. MAINTENANCE OF RECORDS.

- A. AMR Records. AMR shall maintain accurate and complete records of all ambulance service calls. The records shall include date and time call received,

unit number, time dispatched, time responding, on-scene time, transport time, at hospital time, nature of call, facility or place patient was transported to, initial location of responding ambulance, and time in service. The records shall be available for inspection at AMR's Spokane Office by the City's authorized representative during regular business hours.

B. AMR Records Requests. AMR shall release all requested records at its Spokane office within five (5) business days. If City staff is required to travel out of town to review records of AMR, AMR shall reimburse the City for its expenses. Prior to the commencement of the Agreement, AMR will identify all records and/or reports it will not release to the City during the term of the Agreement.

C. Inspections. At any time during normal business hours, and as often as may reasonably be deemed necessary, the City representatives and the EMS Medical Director(s) may observe AMR's operations. Additionally, AMR shall make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel information), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by the Agreement.

City representatives and the EMS Medical Director(s) shall, at any time, and without notification, be granted access and allowed to directly observe AMR's operation of its EMS Communications Center, maintenance facility, any ambulance post location. City representative(s) and the EMS Medical Director(s) shall be allowed, after providing at least five (5) minutes notice, to ride as third person(s) on any of AMR's ambulance units; provided however that in exercising this right to inspection and observation such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with AMR's employees in the performance of their duties and contractual responsibilities, and shall, at all times be respectful of AMR's employer / employee relationship.

The City's right to observe and inspect AMR's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to AMR in advance of any such visit.

AMR will cooperate with and respond to the Fire Department and the City on all matters related to the provision of emergency and non-emergency ambulance services covered by this Agreement.

5. VIOLATIONS. The Fire Chief may assess penalties for failure of AMR to comply with a term or condition of the Agreement; provided, the Mayor must be consulted prior to the final assessment by the Fire Chief.

A. Penalties. Penalties shall be as follows:

1) First Violation – The Fire Chief shall issue a written reprimand and/or up to a ONE THOUSAND DOLLAR (\$1,000.00) penalty.

- 2) Second Violation – A second violation shall result in a penalty not to exceed THREE THOUSAND DOLLARS (\$3,000.00).
- 3) Three or More Violations – Three or more violations shall result in a penalty not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) for each violation.

Penalties shall be cumulative. Depending on the nature of the violation, penalties may be assessed on a daily basis.

The Fire Chief reserves the right to terminate the Agreement immediately for a material default under Article X, Section 3 or where the Fire Chief has determined that the public health or safety may be jeopardized or endangered. It may also be immediately terminated if insurance coverage is concealed, reduced, or not renewed.

B. Hearing. The Fire Department shall issue the reprimand, penalty, or termination notice which shall be served upon AMR in person or by certified mail. The notice shall state a hearing date and time at which AMR's authorized designee must appear in person before the Fire Chief to show cause why the reprimand, penalty or termination should not occur. Within five (5) business days after the hearing, the Fire Chief shall issue a written decision.

C. Appeal. AMR may appeal the Fire Chief's decision within five (5) business days of receipt thereof to the Spokane City Hearing Examiner. The Hearing Examiner may overturn the Fire Chief's decision only if AMR carries the burden of establishing that one of the standards set forth in this subsection has been met. The standards are:

1. The Fire Chief's decision is not supported by evidence that is substantial when viewed in light of the whole record before the Hearing Examiner; or
2. The Fire Chief's decision is clearly erroneous.

The decision of the Hearing Examiner shall be final and binding upon AMR.

D. Escrow Account. AMR previously deposited with the City the sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) ("Deposit"), to be held in trust by the City according to the terms of this Agreement. AMR shall cause the deposit to remain at an amount of not less than \$10,000.00 during the term of this Agreement. The City shall maintain said deposit separate and apart from the City's general funds or may commingle said deposit with the City's general funds. The City reserves the right to withdraw from this deposit any monies assessed by the Fire Chief for violation(s) of this Agreement. Upon demand, AMR agrees to pay the City an amount equal to said assessments in order to restore the deposit to \$10,000.00. Any interest benefits accruing under said deposit shall remain the property of AMR.

6. LETTER OF CREDIT. AMR shall maintain throughout the term of the Agreement an irrevocable letter of credit in the amount of TWO MILLION AND 00/100 DOLLARS

(\$2,000,000). The letter of credit shall be issued by a bank whose long-term debt is rated "A" or better by either Moody's Investors Service or Standard & Poor's Ratings Services (or their respective successors). The letter of credit shall be for a term of one (1) year, shall be continuously renewed, extended or replaced so that it remains in effect for the entire term of this Agreement, or such shorter period of time as determined by the City, in its sole discretion, and shall be issued in a form acceptable to the City.

The City shall be authorized under the letter of credit to make one (1) or more sight drawings thereon upon certification to the issuing bank of a material default of AMR under the terms of the Agreement, i.e., Article X, Section 3. The letter of credit shall permit a drawing thereon in the full stated amount thereof in the event that any required renewal, extension or replacement thereof is not made prior to thirty (30) days of its expiration. The letter of credit shall serve as security for the performance of AMR's obligations hereunder, and the stated amount thereof shall in no way limit the amount of damages to which the City may be entitled for any AMR default.

7. TRANSFER OF OWNERSHIP. Transfer of a majority of ownership of AMR shall be fully disclosed to the City within thirty (30) days. Any such transfer of ownership is subject to Article XI, Section 5 of this Agreement and transfer documents must obligate any new ownership to fulfill AMR's obligations under this Agreement to the satisfaction of the City Attorney.

ARTICLE V - PERSONNEL

1. STAFFING. AMR shall have sufficient dispatchers, drivers, supervisors, support staff, emergency medical technicians (EMT) and paramedics to comply with the Agreement.
2. CERTIFICATION OF EMS PROVIDERS. All AMR personnel used in the ambulance vehicle in the performance of the Agreement shall be currently certified Washington State Emergency Medical Technician (EMT) and paramedic (EMT-P) to comply with the Agreement.
3. MINIMUM UNIT STAFFING. All ambulances responding to 9-1-1 requests for transport within the City limits shall have a minimum of one (1) currently certified Washington State Paramedic and one (1) currently certified Washington State EMT on board.
4. MINIMUM SUPERVISORY STAFFING. AMR shall provide at least one (1) autonomous and qualified paramedic supervisor (not routinely assigned to an ambulance) on duty and available in the system 24-7-365.
5. DISPATCHER CERTIFICATION. All utilized dispatchers shall hold current certification as Emergency Medical Dispatchers (EMD) or equivalent, as approved by the City.
6. EMPLOYEE WORK SCHEDULE. AMR warrants that its field and dispatch employees' regular work schedule with AMR shall not exceed fifty-seven (57) hours

in any continuous floating seven (7) day period. No field and dispatch employee shall, on a regular work schedule basis, work more than twenty-four (24) hours at a time without a minimum twelve (12) hour break at the end of the shift. No field and dispatch employee shall hold regularly scheduled work at any place for twelve (12) hours prior to beginning his/her shift with AMR.

7. UNIFORMS. Uniforms shall exhibit a professional appearance at all times and reflect the trust and integrity needed for the AMR to provide services under this Agreement as long as uniforms clearly identify personnel as AMR employees and not Fire Department personnel.
8. EMPLOYEE TRAINING AND ORIENTATION OF CITY'S EMS SYSTEM. AMR shall provide all of its supervisory, field, and dispatch personnel assigned to the City with an orientation on the City's EMS System prior to field assignment. This program shall be subject to the review and approval of the Contract Administrator. Additionally, AMR shall grant Fire Department ample opportunity to become acquainted with AMR's personnel, equipment and operation, and shall allow Fire Department personnel on a space available basis to attend its continuing education and specialty training programs.
9. AMR LABOR ACTIONS. AMR shall notify the Contract Administrator of all anticipated or pending labor actions including strike votes, and other work slowdowns. AMR shall present a plan for the review of the Contract Administrator for continuing operations during a work slowdown or labor strike within thirty (30) days of implementation of the Agreement. The plan shall be updated annually and shall be maintained for the life of the Agreement.
10. INCIDENT COMMAND SYSTEM. Within thirty (30) days of the commencement of the term of this Agreement, AMR shall provide the Contract Administrator with written proof that all AMR employees have successfully completed IS700 and ICS 100 and 200) and that all supervisors have also completed ICS300. AMR shall conduct such ongoing training so as to maintain proficiency for all employees. AMR will work with the City on an on-going basis to insure that all personnel are familiar with the ICS system utilized within Spokane County.
11. HAZARDOUS MATERIALS TRAINING. Within thirty (30) days of the commencement of this Agreement, AMR shall provide the Contract Administrator with written proof that all AMR employees working in the field are trained to the minimum requirements of the federal hazardous materials laws, 29 CFR 1910. AMR shall conduct ongoing training as necessary so as to maintain proficiency for all operations employees.
12. PRECEPTOR PROGRAMS. AMR and the Fire Department shall participate in and assist each other in normal pre-hospital paramedic preceptor programs. Approved paramedics will act as preceptors.

ARTICLE VI - EQUIPMENT

1. VEHICLES. AMR shall be entirely responsible for furnishing, at its sole cost and expense, sufficient vehicles and equipment to comply with its obligations under this

Agreement. AMR must maintain its vehicles and equipment according to a preventative maintenance program that is approved in writing by the Contract Administrator.

2. VEHICLE STANDARDS. AMR shall provide all vehicles and equipment necessary to fulfill its obligations under this Agreement at AMR's sole cost and expense. All vehicles and equipment shall meet or exceed all standards established by the Federal government, Washington State, and the Fire Chief.
3. EQUIPMENT AND SUPPLIES. All equipment, supplies, medications (dosages, sizes, and amounts) used and/or administered by AMR under this Agreement shall be compatible with that used by the Fire Department. All equipment, supplies, and medications used and/or administered by AMR shall meet the standards set forth in the Washington State Administrative Code (WAC) for ambulances and Advanced Life Support verified EMS transport services as well as Spokane County Emergency Medical Services Protocols/guidelines. The Contract Administrator shall approve changes to equipment, supplies or medications in writing before AMR may use the same on ambulances.
4. VEHICLE AGE LIMIT. Front-line vehicles utilized by AMR in performance of the Agreement shall not be older than five (5) years, from date of manufacture or have more than two hundred fifty thousand (250,000) miles, whichever comes first. A front-line vehicle is any vehicle which is regularly used to respond to emergency calls and is used for transport of 9-1-1 referrals on either a dedicated or standby basis. The Fire Chief may temporarily waive this requirement in circumstances of unusually high call volumes or other unusual circumstances. The Fire Chief may require a vehicle that meets the above criteria to be removed from service if the condition of said vehicle is such to jeopardize the safety of the public or the aesthetics or physical appearance do not display the level of professionalism expected of the services provided under this agreement.
5. LIST OF VEHICLES. AMR shall maintain and provide to the Contract Administrator within ten (10) days of the commencement of this Agreement a complete listing of all vehicles including reserve vehicles used in performance of this Agreement, including license and vehicle identification numbers and date of manufacture. AMR shall report in writing all changes of vehicles used under the Agreement to the Contract Administrator within ten (10) calendar days of such occurrences.
6. VEHICLE SCHEMES. The Contract Administrator shall approve the style, markings, and color of all vehicles used by AMR prior to use for the Agreement. In addition vehicles shall not be marked with any telephone number other than 9-1-1 when used in the performance of the Agreement.
7. AUTOMATIC VEHICLE LOCATOR. AVL/GPS System: AMR shall maintain the necessary hardware/software to communicate and integrate with, the Spokane Fire Department's AVL system.
8. PRE-EMPTION EQUIPMENT. The parties will evaluate the feasibility of allowing AMR to install pre-emption equipment at their own expense, which could be utilized during code responses to incident scenes within the City or for hospital transports

associated with responses that occur as a result of this Agreement. The decision to allow use of this equipment is solely at the City's discretion.

9. DISPOSABLE SUPPLIES. AMR shall provide at no cost to the City, disposable supplies (excluding scheduled medications) utilized by City first response units in direct patient care, on incidents that resulted in a transport by AMR. AMR will work with SFD in determining the means by which this shall be accomplished as allowable under federal and state law. If the City so chooses, AMR shall provide the City with direct access to its on-line ordering system, and supplies will be shipped directly to the City's designated locations.
10. DURABLE GOODS. AMR will provide the City with the option to purchase durable medical equipment through its nationwide contracts.

ARTICLE VII - COMMUNICATION

1. COMMUNICATIONS WITH AMBULANCES. AMR shall maintain twenty-four (24) hours daily, seven (7) days a week communication between its ambulances and its central dispatch point from any point within its service area.
2. MINIMUM STAFFING FOR DISPATCH CENTER. There shall be on duty twenty-four (24) hours daily, seven (7) days a week, at least one (1) qualified person who has the responsibility for dispatching ambulances. Answering services are not acceptable.
3. TELEPHONE & COMPUTER CONNECTIONS. AMR shall provide, at its own expense, straight-line telephone and computer connections to the Combined Communications Center.
4. TELEPHONE AND RADIO RECORDING. All telephone lines in which calls can be received for service are to be recorded with a time and date stamp and maintained for one hundred eighty (180) days. All radio communications are to be recorded with a date and time stamp and maintained for one hundred eighty (180) days. The City is authorized to have copies of any calls in which Fire Department resources are dispatched or should have been dispatched under provisions of the Agreement.
5. COMPUTER INTERFACE. AMR shall maintain a compatible computer interface at its sole expense with the Combined Communications Center Computer Aided Dispatch/ Records Management System (or such other system as the City may from time to time utilize), to allow for the automatic dispatching of ambulance company vehicles and the transferring of run information, to include all dispatch notes. Currently, the Combined Communications Center dispatch software vendor is EnRoute Emergency Systems, Inc. of Tampa, Florida (for purposes of this section 5, the "System"). Prior to making any changes in the System and/or its vendor, the City will provide AMR thirty (30) days minimum notice and will further grant AMR a reasonable time to integrate into the new System.
6. TWO WAY COMMUNICATIONS. AMR will, at its own expense, provide for two (2) way radio communications between its units, Combined Communications Center, and units of the Fire Department on all Fire Department frequencies specified by

the Contract Administrator. Assigned Fire Department frequencies shall be set as the primary frequencies during response to EMS calls.

7. SYSTEM UPGRADES. AMR shall cooperate with the City during planning and implementing upgrades and enhancements to the Combined Communications Center dispatch and communications system.
8. BACKUP COMMUNICATIONS. AMR shall maintain the current backup communications plan between:
 - a. ambulances and the AMR dispatch center; and
 - b. AMR and the Combined Communication Center; and
 - c. ambulances and Fire Department units.
9. AMR DISPATCH CENTER. The AMR dispatch center shall be located within Spokane County.
10. ELECTRONIC PATIENT CARE RECORDS (EPCR). AMR shall at their own expense, maintain a fully operational EPCR system during the term of this Agreement. AMR will work towards the integration of AMR's EPCR data into the City's EPCR data, as soon as possible.

ARTICLE VIII - QUALITY ASSURANCE

1. RULES AND STANDARDS FOR QUALITY ASSURANCE. AMR shall comply with all state and local rules, regulations and standards relating to the operation of ambulances during the term of this Agreement. AMR shall follow the Spokane County Emergency Medical Service (EMS) Protocols/guidelines as established by the Spokane County Medical Program Director. On-going quality assurance by AMR shall be monitored by and be under the jurisdiction of the Spokane County Medical Program Director. AMR's Advanced Life Support (ALS) supervising physician or designee is responsible for providing on-going quality assurance and continuing education for re-certification of paramedics and Emergency Medical Technicians (EMT) in accordance with state law.
2. PATIENT CARE PERFORMANCE STANDARDS MONITORING. AMR shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Prehospital Care Reports (PCRs), Against Medical Advice Summary Audits (AMA), and ambulance response failure/ unusual occurrence forms. Such documents shall be made available to the City upon request. AMR shall provide to the Fire Department by the fifteenth (15th) day of each calendar month a report summarizing its patient care performance during the preceding month. Quarterly AMR and the Contract Administrator shall meet to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide an arena to confer about patient care performance on the part of AMR or Fire Department.

3. INQUIRIES AND COMPLAINTS. AMR shall provide prompt written responses and follow-up to written inquiries and complaints submitted by the City. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. The City reserves the right to conduct interviews with AMR employees involved with complaints, as long as the interviews are scheduled in advance with AMR and conform to AMR's personnel procedures. AMR shall provide to the Contract Administrator by the fifteenth (15th) day of each calendar month, a list of all complaints received regarding services provided under this Agreement and their respective dispositions. Copies of such complaints will be made available to the City upon request. Any complaint received by the City shall be forwarded to AMR for action and AMR shall forward the disposition of the incident to the Contract Administrator within twenty-one (21) days of receipt.
4. TRAUMA SERVICE VERIFICATION. AMR shall attain and maintain ALS transport trauma service verification in accordance with Chapter 246-976, Washington Administrative Code (WAC).
5. STANDARD OF SERVICE. AMR will be required for the term of the Agreement to maintain the level and type of service as originally presented in its bid proposal and modified by this Agreement.
6. NON-TRADITIONAL HEALTH CARE. AMR will work collaboratively with the Fire Department to identify potential non-traditional, out of hospital, health care in which personnel from both agencies may participate in programs intended to enhance health care delivery to the citizens of the community. Both agencies will work together with third party insurers, managed care organizations, public health officials, and other agencies involved in the provision of out of hospital health care in order to identify optimal and efficient utilization of the skills of local emergency medical personnel in non-traditional EMS activities and manage costs associated with the provision of such services.
7. HIPAA BUSINESS ASSOCIATE REQUIREMENTS. AMR shall be considered a business associate with the City for the purposes of compliance with federal Health Insurance Portability and Accountability Act regulations. These requirements are found in Appendix "D".
8. PATIENT SURVEYS. AMR shall randomly conduct patient satisfaction surveys on at least 10 percent of all patients transported in a given contract year. Surveys must be evenly spaced throughout the year. Survey summaries shall be provided to the Fire Department monthly. An annual summary report shall be provided within thirty (30) days of the end of each contract year.
9. The Fire Department shall pre-approve the survey form and reserves the right to review completed individual surveys received by AMR.

ARTICLE IX - LEGAL RELATIONS

1. INDEPENDENT CONTRACTOR. In the performance of the Agreement, AMR is an independent contractor, and AMR, its officers, employees, agents or subcontracts

shall not be deemed in any respect to be employees or agents of the City. No representations to the contrary shall be made, directly or implied.

2. HOLD HARMLESS.

- A. No liability shall attach to the City for entering into the Agreement or because of any act or omission of AMR except as expressly provided in the Agreement. AMR shall indemnify and hold the City harmless for any loss, liability, damage, cost, charge or expense to which it may be put by reason of any act or omission of AMR, and, if any action is brought against the City, AMR shall assume the defense and to pay all costs, charges, attorney's fees, judgments, or other expenses that may be incurred by or obtained against the City.
- B. The parties recognize that the Agreement and relationship between them, whether or not specified contractually, may expose the City to third party liability claims in connection with the exercise of its municipal functions. It is further recognized an undertaking of a referral and dispatch function and related functions by the City anticipated by the Agreement may result in a claim or finding of a special relationship between the City and a third party requesting emergency assistance or other ambulance service which may give rise to municipal liability. The parties specifically agree that the insurance coverage and the promise of indemnification by AMR shall specifically include liability and indemnification protection for third party claims that arise in connection with this Agreement against the City, its officers, agents and employees, direct or indirect, and however arising, except only those claims arising out of the City's sole negligence or solely from an intentional municipal act.
- C. AMR assumes potential liability for actions brought by its own employees against the City and solely for the purpose of this indemnification and defense, AMR waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the parties.

3. DISPUTES. This Agreement is to be performed under the laws of Washington State. Any litigation to enforce this Agreement or any of its provisions shall be brought in a court of competent jurisdiction in Spokane County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the court. The parties agree that prior to instituting any litigation for any dispute, controversy or claim arising out of or in connection with or relating to this Agreement, shall be submitted to arbitration in conformance with the rules of the American Arbitration Association (AAA).

4. COMPLIANCE WITH LAWS, COMPLIANCE PROGRAM AND NON-EXCLUSION.

- A. Each party shall comply with all federal (including the Anti-Kickback Statute), state, and local laws, rules and regulations, now or hereafter existing, in particular: Chapter 18.71, 18.73, 70.168 Revised Code of Washington (RCW) and Chapter 246-976 Washington Administrative Code (WAC) pertaining to emergency medical care, transportation services, and ambulance rules and regulations.

- B. AMR has made available to the City a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the City acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
- C. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

5. INSURANCE. Prior to undertaking any work under the Agreement, AMR shall at all times during the term of the Agreement, obtain and maintain continuously, at AMR's sole expense and at no expense to the City, and file with the City's Risk Management Department, and the City Clerk, evidence of a policy or policies of insurance as enumerated in this Article IX Section 5:

A. INSURANCE REQUIRED; INSURANCE DOCUMENTATION REQUIRED.

- 1) Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an occurrence form (CG 00 01), including all the usual coverage known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractor's Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy(ies) must provide the following minimum coverage:

Bodily Injury and Property Damage

\$1,000,000 General Aggregate

\$1,000,000 Products and Completed Operation Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$ 100,000 Fire Damage

Stop Gap Employers Liability
\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

At any time, if, in the reasonable opinion of the City, the amount of commercial general liability insurance coverage provided for herein is not adequate, AMR shall increase the insurance coverage as required by the City.

- 2) Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, and as specified by Insurance Services Office Symbol 1 (any auto).

Such policy(ies) must provide the following minimum limit:

\$1,000,000 Each Accident

- 3) Excess Insurance: A policy above the primary general liability and auto liability policies that will provide a total limit of insurance of \$10,000,000. The excess policy must be, at a minimum, as broad as the primary policies.

AMR MAY PROVIDE OTHER COMBINATIONS OF INSURANCE LEVELS, PROVIDED AT LEAST ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000) OF COVERAGE IS PROVIDED; PROVIDED, ANY SUCH ALTERNATIVE COMBINATIONS OF COVERAGE MUST BE APPROVED IN ADVANCE IN WRITING BY THE CITY'S RISK MANAGER.

- 4) Additional Insurance and Primary Insurance Provisions: Such insurance, as provided under items A1), A 2) and B above, shall be endorsed to include the City of Spokane, its officers, elected officials, employees, agents and volunteers as additional insured, and shall contain an endorsement requiring forty-five (45) days written notice from the insurance company to both parties before cancellation, non-renewal or change in coverage, scope or amount of any policy. In addition, AMR's insurance shall be primary, as respects the City and any other insurance maintained by the City shall be excess and not contributing insurance with AMR's insurance.
- 5) Errors and Omissions Liability Insurance: A policy of Professional Liability Insurance appropriate to AMR's profession. Coverage should be for a professional error, act or omission arising out of the scope of services in the Agreement. The policy is to cover AMR and its employees, partners, officers, directors, and principals.

The policy form may not include:

Bodily injury or property damage

The minimum limit of coverage shall be:

\$2,000,000 per incident

\$5,000,000 Annual Aggregate

- 6) Workers' Compensation: A policy of Workers' Compensation. As respects Workers' Compensation insurance in the State of Washington, AMR shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 RCW. If AMR is qualified as a self-insurer in accordance with Chapter 51.14 RCW, AMR shall so certify by letter to the Contract Administrator, signed by a corporate officer indicating that it is a qualified self insured and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

AMR hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the property from any cause, and hereby waives all claims against the City. AMR further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

- B. CLAIM MADE FORM AND DEDUCTIBLES. If any such policy(ies) above is written on a claim made form, the retroactive date shall be prior to or coincident with the effective date of the Agreement. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made from coverage shall be maintained by AMR for a minimum of three (3) years following the expiration or earlier termination of the Agreement, and AMR shall annually in November provide the Contract Administrator with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, AMR shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of AMR.

- C. EVIDENCE OF INSURANCE. The following documents must be provided as evidence of insurance coverage to the Contract Administrator not less than ten (10) days prior to the commencement of this Agreement:

- 1) A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements. The City reserves the right to require a copy or certified copy of said policy or policies including all forms and endorsements attached.

- 2) A copy of the endorsement naming the City of Spokane as an Additional Insured (excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.
 - 3) A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
 - 4) A copy of an endorsement stating that the coverage provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the Contract Administrator.
 - 5) A copy of a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability and Business Automobile Insurance).
- D. INSURANCE POLICY RATING. All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington, or issued as a surplus line by a Washington Surplus Lines broker), form and coverage, and primary to all other insurance.
- E. SELF-INSURANCE. Should AMR be self-insured, under terms 1a, 1b or 1c above, a letter must be submitted from the Corporate Risk Manager, or appropriate Finance Officer, to the Contract Administrator stipulating that the self-insurance is actuarially funded and fund limits, along with any declaration pages of excess coverage required to meet the Agreement limit requirements. Further, this letter should advise how AMR would protect and defend the City of Spokane as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
- F. SUBCONTRACTORS. AMR shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as state above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

ARTICLE X - TERMINATION / DEFAULT

1. TERMINATION.

- A. City. The City may terminate the Agreement, with cause, upon thirty (30) days' written notice to AMR. The City may terminate the Agreement without cause upon one hundred eighty (180) days' written notice to AMR except the City may terminate the Agreement without cause upon thirty

(30) days' written notice if AMR is awarded the area wide transport contract and the City decides to participate in that contract. AMR waives all claims for loss or liability against the City, directly or indirectly for a determination to terminate the Agreement.

Note: Should the City determine that it is in its best interest to participate in a County-wide ambulance contract, the City would terminate this Agreement under the conditions outlined in paragraph A above.

- B. AMR. AMR may terminate the Agreement, only with cause, upon one hundred eighty (180) days written notice to the Fire Chief. AMR may terminate the Agreement without cause only through mutual written agreement with the City.

2. EQUIPMENT UPON MATERIAL DEFAULT AND TERMINATION. Upon a determination by the City of a material default as defined in Article X, Section 3 and its election to terminate the Agreement, AMR shall immediately, and without legal protest, surrender ten (10) fully equipped ambulances to the City for an interim period. Any legal dispute concerning the City's determination shall be initiated and shall take place after the emergency takeover by the City has taken place. The City shall be given the first option to purchase the ambulances and equipment and to pay fair market rental for their usage during an interim period.

- A. Rental Payments. The City shall pay fair market rental for use of the ambulances and rental as mutually agreed upon. If the parties are unable to agree upon the fair market rent, the matter shall be submitted to arbitration in conformance with the rules of the American Arbitration Association. Rental payments shall be made monthly. Late payments may be charged delinquent interest in accordance with state law.

- B. Purchase Options. The City shall be given the first option to purchase any or all of the ambulances and equipment for an amount equal to the greater of:

- 1) The then-current fair market value of the ambulance/equipment as mutually agreed upon by the parties in good faith after taking into consideration any current or historical sales or offers for similar ambulances and equipment; or
- 2) The amount that remains to be paid by AMR to any seller, lessor, lien holder, or other entity with respect to the ambulances and equipment as of the date of the City's purchase.

If the parties are unable to agree upon the fair market purchase value, the matter shall be submitted to arbitration in conformance with the rules of the American Arbitration Association.

- C. Title. Title to the ambulances and equipment shall remain with AMR and the City shall have no right, title, or interest therein unless the City purchases the ambulances from AMR as provided herein.
- D. Taxes. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall keep the ambulances and equipment free and clear of all liens and encumbrances, and the City shall pay all assessments, license fees, taxes and other governmental charges, fees, fines and penalties that are incurred by the City with respect to such ambulances and equipment during such rental period.
- E. Loss And Damage. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall assume and bear the full risk of loss of, theft of, damage to, or destruction of the ambulances and equipment from any cause whatsoever. In the event of such an occurrence, the City shall give AMR notice thereof and shall place the ambulance or equipment in good repair, condition, and working order. If the ambulance or equipment is determined by AMR to be lost, stolen, destroyed or damaged beyond repair, the City, at AMR's option, shall either replace the ambulance and any equipment with like items or pay fair market value less received insurance proceeds received by the parties.
- F. Maintenance and Repairs. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall, at its expense, bear the entire cost of operation and maintenance of the ambulances and equipment in good condition and running order in accordance with the manufacturers' recommendations. The City shall not be responsible for normal wear and tear.
- G. Warranties. Except as otherwise required under this Agreement, and without prejudice to AMR's obligations under this Agreement with respect to vehicles and equipment, AMR, not being the manufacturer of the vehicles and equipment nor the manufacturer's agent, makes no express or implied warranty of any kind whatsoever with respect to the vehicles and equipment, including but not limited to the merchantability of the vehicles and equipment or their fitness for any particular purpose; the design or condition of the vehicles and equipment; the quality or capacity of the vehicles and equipment; the workmanship of the vehicles and equipment, compliance of the vehicles and equipment with the requirements of any law, rule, specification, or contract pertaining thereto; patent infringement; or latent defects.
- H. Patient Charges. The City may charge patients for any services rendered by the City during the exercise of this interim period and retain all received funds.

3. MATERIAL DEFAULT– DEFINITION. Conditions and circumstances, which constitute a material default for purposes of the Agreement shall be limited to the following:
- A. The City has a reasonable verifiable belief that AMR intends to discontinue or has discontinued service under the Agreement;
 - B. The Fire Chief has terminated the Agreement after a determination that the public health or safety may be jeopardized or endangered;
 - C. Revocation, termination, suspension, surrender or lapse of AMR's ambulance license by Washington State;
 - D. Failure of AMR to operate the ambulance system in a manner which enables the City and AMR to remain in substantial and material compliance with the requirements of applicable federal and state laws, rules, and regulations, and with the requirements of local rules and regulations. Minor infractions of such requirements shall not constitute a breach of the Agreement;
 - E. Willful falsification of information supplied to the City by AMR at any time;
 - F. Willful falsification of data supplied to the City during the course of operations, including but not limited to dispatch data, patient report data, response time data, financial data, or willful downgrading of calls triaged to enhance AMR's apparent performance or falsification of any other data required under the Agreement;
 - G. AMR's failure to comply substantially and materially with the accepted plan for ambulance coverage;
 - H. AMR's willful noncompliance with Agreement requirements;
 - I. AMR's failure to maintain equipment in accordance with industry maintenance practices after written notice by the City;
 - J. AMR's deliberate excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
 - K. Willful attempts by AMR to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle;
 - L. Chronic and persistent failure of AMR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance to the extent that the City's reputation suffers, as determined by the Fire Chief after consultation with the Mayor;
 - M. AMR's failure to furnish key personnel or quality and experience as required by this Agreement;

- N. AMR's willful or recurring failure to comply with approved rate setting, billing and collection procedures in violation of law or this Agreement, as determined by the Fire Chief after consultation with the Mayor;
- O. Unfair, fraudulent or deceptive practices by AMR. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance service as determined by the Fire Chief after consultation with the Mayor;
- P. AMR's failure to meet response time performance standards for two (2) consecutive months after receiving notice from the Fire Chief to redeploy units or add additional unit hours;
- Q. Any labor action that prevents AMR from meeting the requirements of this Agreement.
- R. AMR's failure to comply with the insurance requirements set forth in this Agreement at any time during the term of the Agreement.
- S. AMR's failure to maintain the letter of credit as required by Article IV Section 6 continuously for the term of this Agreement.

Upon declaring a material default, the City shall provide AMR with written notice of the: (i) takeover date; (ii) the termination; or (iii) any cure period.

ARTICLE XI - MISCELLANEOUS PROVISIONS

1. AMENDMENTS. The Agreement may be amended at any time by mutual written agreement of the parties.
2. SAVINGS/ SEVERABILITY. If any provision of the Agreement is made invalid or unenforceable, such action shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.
3. WAIVER. Failure by the City to enforce every term and condition of the Agreement in every instance shall not be deemed waiver of any portion of the Agreement and the City reserves the right to enforce every provision herein to the fullest extent allowed at any time.
4. NON DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with the Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age or disability. AMR shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.
5. ASSIGNMENT. This Agreement, or any interest therein, shall not be assigned, voluntarily or by operation of law, sublet or transferred, in whole or in part, without the written consent of the City.

6. EXPANDED SERVICE AREA. During the term of the Agreement, any areas that become the responsibility of the Fire Department through annexation, consolidation, or agreement must be extended for ALS (paramedic) transport service under the Agreement through negotiations by the parties.

7. INTELLECTUAL PROPERTY RIGHTS. All rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder, shall be assigned to the City. Notwithstanding the above, AMR does not convey to the City, nor does the City obtain, any right to any document or material utilized by AMR that was created or produced separate from the Agreement or was preexisting material (not already owned by the City), provided that AMR has clearly identified in writing such material as preexisting prior to commencement of work. To the extent that preexisting materials are incorporated into the work, AMR grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, and transfer the preexisting material, but only as an inseparable part of the work.

All materials and documents prepared by AMR in connection with this Agreement are instruments of service and AMR shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Agreement is completed. AMR grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by AMR for the City. If requested by the City, copies of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the work hereunder, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and use. Such documents are not represented to be suitable for reuse by the City, or others, after the passage of time, on extensions of the Agreement, or on any other project.

Dated: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.

City of Spokane Business License No:

By: _____
Title: _____

Approved: _____
Robert S. Williams, Fire Chief

Approved by:

City Council President
Council Resolution No. _____

Attachments which are a
Part of this Agreement:

Appendix A	Medical Emergencies
Appendix B	Patient Care Transfer Procedures
Appendix C	Rates
Appendix D	HIPAA Business Associate Requirements

APPENDIX "A"

MEDICAL EMERGENCIES

1. Cardiac or respiratory arrest
2. Near drowning
3. Chest pain – suspected as cardiac in nature
4. Difficulty breathing
5. Any reported cardiac patient in distress
6. Burns covering a major portion of the body, especially the head and face.
7. All electrical burns
8. Diabetic emergencies:
 - Insulin shock
 - Diabetic coma
9. Overdose or accidental poisoning
10. Unconscious patients
11. Any patient with an altered level of consciousness
12. Cerebral vascular accident (CVA) stroke
13. Imminent or immediately post childbirth, including miscarriages or complications relating to pregnancy or labor.
14. Shootings
15. Stabbing
16. Cuts or lacerations with significant blood loss
17. Seizures
18. Any severe orthopedic emergency (spinal injuries, pelvic fracture, multiple fractures, etc.)
19. Heat exhaustion or heat stroke
20. Serious internal emergencies such as:

- Vomiting blood
- Serious hemorrhaging
- Extremely ill

21. Possible deceased persons

22. Auto accidents described as:

- Auto/auto
- Auto/pedestrian
- Auto/bicycle
- Auto/motorcycle
- Motorcycle/motorcycle
- Serious in nature (roll-over, person trapped, vehicle on fire, etc)

23. Any other trauma or medical emergency where morbidity or mortality may be increased if not cared for by rapid response and BLS/ALS on-scene care.

AMR may respond to requests for ambulance service from licensed skilled nursing facilities, licensed physician offices, and/or medical clinics (as defined by State law) without contacting CCC for the listed medical emergencies under the following circumstances:

- A. AMR verifies the patient is receiving adequate BLS and, if necessary, ALS care by staff on-scene;
- B. AMR reasonably believes the services of the Fire Department will not be required;
- C. AMR can immediately respond a paramedic staffed ambulance to the request;
- D. The AMR ambulance can arrive at the location of the incident within the response times specified by the Agreement; and
- E. AMR maintains a log of all calls dispatched this way.

APPENDIX B

PATIENT CARE TRANSFER PROCEDURES INCIDENT COMMAND SYSTEM

IT SHALL BE THE RESPONSIBILITY OF ALL PARTIES TO COOPERATE AND ASSIST IN MEETING THESE TREATMENT AND TRANSPORTATION REQUIREMENTS.

1. MEDICAL CONTROL AT THE SCENE

- A. City Personnel on Scene First. Upon arrival on the scene of a medical emergency where patient care is being provided by Fire Department personnel, the ambulance crew shall seek out the officer or paramedic in command of the incident for assignment. Fire Department personnel remain in charge of patient care until it is specifically relinquished to the ambulance personnel.
- B. Ambulance Crew on Scene First. Where AMR has arrived first on the scene of a medical emergency, the officer in charge of the subsequently arriving Fire Department unit will seek out the ambulance attendant in charge for a report on the condition of the patient, and any treatment that may have been provided. Following this transfer of information, the Fire Department officer will assume general management of the incident, such as traffic control, etc. On incidents where AMR believes that the Fire Department does not need to continue to respond, AMR will advise the Fire Department units of the situation found and leave the determination of continued response to the fire officer.
- C. Order of Authority. As between the parties to this Agreement, patient care at an incident is subject to the following ascending order of authority. The Fire Department representative is the Incident Commander.
 - 1) EMT (first arriving, City or private)
 - 2) Paramedic (first arriving, City or private)
 - 3) Physician
 - 4) ALS Supervising Physician

2. PATIENT TRANSFER. All loading of patients into the ambulance shall be under the direction of ambulance company personnel. In all circumstances, the ambulance crew will make every effort to bring the stretcher to the patient rather than bringing the patient to the stretcher. At the time the patient is placed into the ambulance, AMR assumes responsibility for patient care, except that Advance Life Support patient care shall remain the responsibility of the Advance Life Support personnel providing the patient care.

Should the patient's condition or the number of patients necessitate more than AMR's personnel in the patient compartment to appropriately treat the patient(s), AMR and the Fire Department shall mutually determine if the Fire Department can provide additional personnel to assist with patient care en-route to the hospital.

If requested, AMR shall provide transport back to the SFD employee's original Fire Station when he/ she accompanies a patient during transport (ride-in).

3. SELECTION OF HOSPITAL. Procedures for transporting patients to hospitals shall be as established by the Office of the Medical Program Director of Spokane County and/or Regional Patient Care procedures.

DRAFT

APPENDIX C
INITIAL RATE SCHEDULE

Item	Amount charged (08-09 Agreement year)
BLS Emergency Rate	\$695
ALS – 1 Emergency Rate	\$695
ALS – 2 Rate	\$695
Mileage Rate (per mile)	20.99
Oxygen Rate	52.49
Base Rate + Nurse Line	$\$695 + \$130 = \$825.74$
Base Rate + Non-Emergency Response Time Reduction from 20 to 15 minutes	$\$695 + \$139.88 = \$834.82$
Base Rate + Nurse Line + Non-Emergency Response Time Reduction from 20 to 15 minutes	$\$695 + \$130 + \$139.88 = \964.88

*

APPENDIX D
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE REQUIREMENTS
(Needs to be reviewed by HUNT)

1. DEFINITIONS.

- A. Business Associate. "Business Associate" shall mean the individual / firm who is the party with whom the City of Spokane has entered into this Agreement . Business associate means both parties in this Agreement.
- B. Covered Entity. "Covered Entity" shall mean CITY OF SPOKANE and American Medical Response.
- C. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- D. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- G. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

- A. The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- B. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.
- C. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of the Agreement.

- D. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement.
- E. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through the Agreement to the Business Associate with respect to such information.
- F. The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- G. The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
- H. The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- I. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with the agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

NOT APPLICABLE

4. GENERAL USE AND DISCLOSURE PROVISIONS. Except as otherwise limited in the Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.

5. SPECIFIC USE AND DISCLOSURE PROVISIONS.

- A. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in the Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

6. OBLIGATIONS OF COVERED ENTITY.

NOT APPLICABLE

7. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

NOT APPLICABLE

8. PERMISSIBLE REQUEST BY COVERED ENTITY. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would be permissible under the Privacy Rule if done by the Covered Entity.

9. TERM AND TERMINATION.

- A. Term. The term of this addendum shall be effective as of the Agreement is effective, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with this addendum.
- B. Termination for Cause. Except as provided in the Agreement, upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity shall either:
- 1) provide an opportunity for the Business Associate to cure the breach, or end the violation and terminate this addendum and the Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - 2) immediately terminate this addendum and the Agreement if the Business Associate has breached a material term of this addendum and cure is not possible; or
 - 3) if neither termination or cure are feasible, the Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.
- 1) Except as provided in paragraph 2) below, upon termination of this addendum, for any reason, the Business Associate shall return or destroy all Protected Health Information from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that the Business Associate determines that returning or destroying Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

10. MISCELLANEOUS.

- A. Regulatory References. A reference in this addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. The parties agree to take such action as is necessary to amend this addendum from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. Survival. The respective rights and obligations of the Business Associate under this addendum shall survive the termination of the Agreement.
- D. Interpretation. Any ambiguity in this addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.



March 13, 2015

To: City Council
From: Scott Simmons, Lead – Ambulance Negotiations Team
Subject: New 2015 Ambulance Service Agreement

The purpose of this memo is to provide an overview of the proposed new Ambulance Service Agreement that will be discussed at the briefing session on Thursday, March 19th. Staff recommendation is that a new five (5) year agreement, with one five (5) year renewal (at the City's option), be submitted to Council for consideration and approval with American Medical Response (AMR) beginning June 1, 2015.

We wanted to get this information to you in advance of the study session so you have time to review the information before next Thursday.

Background:

The City went through a bid process for a new Ambulance Service Agreement since the previous agreement expired. One bid was received from AMR. The bid was reviewed by a bid evaluation committee who determined that the response met the requirements of the RFB. Council member Stratton was a part of that evaluation committee.

Staff has been negotiating the proposed agreement over several months. The attached draft agreement shows the proposed changes (using the previous ambulance contract as the base document). A document showing each proposed change is also attached. An overview of the changes to the contract is provided below.

City Council Requests for Inclusion in RFB:

In an April 18, 2014 letter, Council President Stuckart requested the items below be included in the Ambulance RFB. These provisions were included and AMR's bid did respond. The first two items are included in the draft contract. The second two items were not included in the draft contract and are discussed below.

1. SFD be reimbursed for disposable EMS supplies.
 2. Contractor returns all SFD personnel to station after ride in to hospital.
 3. Two scenarios for ALS/BLS response times.
 - 10 min ALS/ 20 min BLS
 - 10 min ALS/ 15 min BLS
 4. Provide 8:30 Ambulance ALS response to Eagle Ridge and Five Mile areas.
- BLS Response time – the proposed change of response times reducing from 20 minutes down to 15 minutes, was not recommended for two reasons:
 1. The cost associated with the proposed change = +\$139.88 added to the new call rate.
 2. The ARU agreement and SAFER Grant that allows ARU coverage seven days per week which will provide for increased availability of larger apparatus for more critical calls thus reducing the necessity for changing this response time level.
 - Adding an ambulance to Geographic areas, SW Spokane and Fire Mile, to have an 8 min 30 second response time – proposed change was not recommended for similar reasons:
 1. There would be an additional cost added to the ambulance rates of +\$68.03 for each location (SW Spokane = + \$68.03 to call rate and Five Mile = + \$68.03 to call rate).
 2. The SAFER Grant that allows for adding SW Spokane service should reduce the need for adding an ambulance to the area. The funding of road improvement from the Indian Trail area to Five

Mile will significantly improve response time to the Prairie and should reduce the need for adding an ambulance to the area.

Recommendations of Fire Service Task Team for inclusion in new Ambulance Contract:

The Fire Service Task Team report presented to the Mayor in August of 2013 included several recommendations (listed below) that potentially impacted the Ambulance Contract and should be considered for inclusion in the Ambulance RFB.

Fire Task Team Recommendations:

- E-2 Consider implementation of a Nurse Line. (Included language)
- E-10 Expand Community Partnerships to improve outcomes and reduce costs. (Included language)
- E-11 Work with Ambulance Company towards utilization of the same CAD system. (Not included)
- E-12 Work with Ambulance Company to place one of their dispatchers in CCC. (Not included)

- E-13 Include provision that allows city to buy equipment through ambulance company contracts. (Included language)
- E-14 Include language in RFB that would provide for Medical Supply replenishment. (Included language)
- G-2 Use Traffic Pre-emption devices to allow emergency vehicles to help improve “code” responses. (Included language)

All but the second (E-10) and last item (G-2 - which is outside the control of an Ambulance Company) were included in the RFB and all of the recommendations were discussed during contract negotiations. Items E-11 and E-12 are not recommended for inclusion in the draft contract due to cost of implementation and limited value returned to the system and citizens. E-11 would add \$14.52 and E-12 would add \$78.25 to the cost of each call. The remaining items are included in draft agreement in some form. With regards to item E-2 (Nurse Line) a provision is included in the draft agreement that provides for an opportunity for the parties to evaluate the feasibility of AMR providing those services. A section regarding Pre-emption devices (item G-2) was added should the City find it advantageous to allow AMR to be on the system at their own expense.

2015 Draft Ambulance Agreement Concepts - Overview:

The basis for this agreement was the previous agreement that was in place for the last five years. The majority of the provisions within the previous agreement remain. There are a number of changes to the agreement as detailed in the attached document.

The following are the primary concepts of the agreement:

- 5 year agreement with one 5 year renewal option at City discretion. Same as previous agreement.
- All ambulances must be staffed with two (2) personnel, one of whom must be a paramedic.
- Response Time Performance
 - For ALS calls – 10 minutes – 90% of time
 - For BLS calls – 20 minutes – 90% of time
- Liquidated Damages – same as previous agreement. Damages imposed as in the past, when response time provisions are not met.
- Agreement Maintenance Fee – AMR will pay the City \$25,000/month adjusted for CPI after the 1st year.
- Rates:
 - In past Agreements there was a difference in cost of an ALS Rate and a BLS rate. In this Agreement, AMR bid the same cost for both rates. AMR has indicated that the primary cost to provide the service is no different based on the type of incident because the City requires all AMR ambulances to be staffed the same, with at least one (1) paramedic. This has become a standard in almost every contract where the jurisdiction has mandated that the level of care on every ambulance must be maintained with a paramedic.

Below is the AMR transport rate schedule for the agreement year beginning June 1, 2015. As a reminder, this rate already went in place effective November 1st 2015 with the extension of the past

agreement to cover the period until the new agreement takes effect. Rates can increase annually based on a Min-Max CPI range.

The new AMR rates are outline below. At these rates, Spokane's citizens will continue to pay some of the lowest rates found for ambulance transport services for 9-1-1 calls in the Northwest.





AMR Proposed Rate Schedule:

Item	Old Rates	New Rates (15-16)
BLS Emergency Rate	\$435.03	\$695
ALS – 1 Emergency Rate	\$600.05	\$695
ALS – 2 rate	\$600.05	\$695
Mileage rate (per mile)	\$19.99	\$20.99
Oxygen rate	\$49.99	\$52.49

Other Comparable Ambulance Rates:

Ambulance Rates						
	ALS 1 Base Rate	ALS 2 Base Rate	BLS Base Rate	Mileage	Transport Provider	Comments
Spokane City Contract-Proposed	\$695.00	\$695.00	\$695.00	\$20.99	AMR	Blended Base Rate; Single provider contract
Spokane County Contract	\$795.00	\$795.00	\$795.00	\$18.54	AMR	Blended Base Rate; Single provider contract
Other Washington Rates:						
City of Vancouver, WA	\$1,069.88	\$1,069.88	\$1,069.88	\$14.06	AMR	Blended Base Rate; Single provider contract
Tacoma	\$1,577.79		\$996.62	\$23.20		Tacoma AMR Rate
Tacoma	\$1,037.55		\$489.55			Medic One
Tacoma	\$800.00	\$900.00	\$600.00			Tacoma Fire Department
Yakima	\$ 1,347.00		\$959.70			Advanced Life Systems
Other NW Rates:						
Clackamas County, OR	\$997.00	\$997.00	\$997.00	\$21.33	AMR	Blended Base Rate; Single provider contract
Washington County, OR	\$998.93	\$998.93	\$998.93	\$23.28	AMR	Blended Base Rate; Single provider contract
Multnomah County, OR	\$1,008.92	\$1,008.92	\$1,008.92	\$23.17	AMR	Blended Base Rate; Single provider contract
California Rates:						
Contra Costa, CA	\$1,957.19	\$1,957.19	\$813.29	\$45.00	AMR	Single provider contract
San Joaquin, CA	\$2,180.55	\$2,180.55	N/A	\$46.27	AMR	All ALS System, no BLS; single provider contract
Monterey, CA	\$2,327.84	\$2,327.84	N/A	\$50.21	AMR	All ALS System, no BLS; single provider contract

The table below outlines AMR's response to the RFB's additional requirements and Staff's recommendation of what is included in the draft agreement. Note that several items that were bid with an increased cost to the base bid are included in the draft agreement at no cost to the City through negotiations efforts of the Team.

AMR's Bid for additional requirements from RFB				
Proposed Starting Average Base Rate (ALS and BLS)		\$695.00		
Description of Expense	Details associated with Expense	Adjustment Needed to Base Rate	Included in Draft Agreement	Cost Increase to Base Rate
No-code 15 minute response time (vs 20-minutes)	1,513 additional calls subject to monetary penalties averaging \$160 per call	\$139.88		
Qualchan-Southwest Spokane dedicated unit	Dedicated ambulance 24/7	\$68.03		
Five Mile dedicated unit	Dedicated ambulance 24/7	\$68.03		
Incident Command (ICS) training through SFD @ 16 hours per employee	16 additional training hours per EE.	\$11.84		\$ 0
Fire responder medical supply reimbursement	Estimated \$5.50 per call reimbursed to SFD	\$60.74		\$ 0
Dedicated dispatcher at the Combined Communications Center (CCC)	2 FTE's, plus charges for space at CCC.	\$78.25		
New Computer-Aided Dispatch (CAD) system		\$14.52		
Electronic interface with AMR's MEDS electronic records and SFD's system		\$4.36		\$ 0
Gator System		\$9.87		\$ 0

- Agreement Changes – More Significant Items:**

- Annual Rate Change – changed from flat CPI 12 month percentage to a Min-Max range of 2% to 5%. This has become commonplace in most AMR contracts in Washington & the NW and AMR requested this provision in the Spokane agreement. It has the same benefit to the City as the reasoning for the City using this method in labor agreements.
- FD Personnel Ride-In – Since the new rate structure is the same amount for BLS and ALS, the previous agreement provision of charging the lower rate when FD personnel ride in to the hospital is no longer practical.
- Agreement Maintenance Fee – As with previous agreement, the amount reset to \$25,000 per month based on the cost of services provided by the City that can be legally recovered.
- Vehicle Mileage Limit – Agreement allows an increase in allowable mileage from 175,000 to 250,000 as long as the vehicle is in a safe and acceptable condition to the City.
- Disposable supplies – AMR will supply SFD with Disposable supplies at no cost to the City.
- Equipment Purchasing – City will have access to AMR's nationwide purchasing contracts for better pricing.
- Electronic Patient Care Reporting – AMR will interface their system with City's at no cost to City.
- Patient Transfer – AMR will return FD personnel to station after ride-in if so desired.
- Inquiries/ Complaints – City will now have the right to interview AMR employees involved with incidents.

Below is a different summary of the disposition of the Items considered in the Ambulance Agreement negotiations:

<u>Disposition of Items Included in RFB/ Draft Ambulance Agreement</u>				
<u>City Council Requests</u>	AMR Bid	Recommended	Why Not?	Negotiated
	Cost/Call	In Draft		Contract Cost
SFD be reimbursed for disposable EMS supplies.	\$60.74	Yes		\$0.00
Contractor returns all SFD personnel to station after ride in to hospital.	\$0.00	Yes		\$0.00
Two scenarios for ALS/BLS response times.				
o 10 min ALS/ 20 min BLS	\$0.00	Yes		N/A
o 10 min ALS/ 15 min BLS	\$139.88	No	ARU's	
Provide 8:30 Ambulance ALS response to:				
o SW Spokane	\$68.03	No	SAFER - Station 5	
o 5 Mile Area	\$68.03	No	Barnes/Strong Rd	
<u>Fire Task Team Recommendations:</u>	AMR Bid	Recommended	Why Not?	Contract Cost
E-2 Consider implementation of a Nurse Line.	N/A	Yes		N/A
E-10 Expand Community Partnerships to improve outcomes and reduce costs.	\$0.00	Yes		
E-11 Work with Ambulance Company towards utilization of the same CAD system.	\$14.52	No	Current Operation Functional	
E-12 Work with Ambulance Company to place one of their dispatchers in CCC.	\$78.25	No	Not Cost Effective	
E-13 Include provision that allows city to buy equipment through ambulance company contracts.	\$0.00	Yes		\$0.00
E-14 Include language in RFB that would provide for Medical Supply replenishment.	\$60.74	Yes		\$0.00
G-2 Use Traffic Pre-emption devices to allow emergency vehicles to help improve "code" responses.	N/A	Yes		N/A
<u>Fire Department Recommendations:</u>				
Include Payor Mix	N/A	Yes		N/A
Coordinate ICS Training with FD	\$11.84	Yes		\$0.00
Customer Feedback more Frequently	N/A	Yes		N/A
Ability to Interview for Inquiries/ Complaints	N/A	Yes		N/A
Electronic Patient Care Reporting Interface	\$4.36	Yes		\$0.00

Summary:

The negotiation team believes that the draft agreement contains the majority of the recommendations of the Fire Task Team and the City Council. The items that were recommended and are not included, were due to cost per call increases that would be added to the new ambulance rate, beyond what the team felt were cost effective for our citizens.

We will await your direction to move this draft forward to the agenda for formal consideration.

If you have questions or require additional information, please feel free to contact me.

Summary Information for New Ambulance Contract

Agreement with American Medical Response Services, Inc. of Spokane 915 W. Sharp Spokane, WA 99201 to provide ambulance transport when requested by the Fire Department for a five year period commencing June 1, 2015, renewable for an additional five years.

Background:

The current Ambulance Transport agreement for 9-1-1 calls expired in 2013 and was re-bid. Previous new Ambulance Transport agreements have been for five years with a renewable five year option.

Below is a summary of new or modified provisions and the more essential provisions that will remain.

❖ Indicates new or significantly modified provisions for 2015 contract

• Indicates provisions in previous contract

Changed Provisions (existing and new) of Contract Include:

- Throughout document, changed the word ‘contract’ to ‘agreement’ for consistency.
- Agreement Term (Article I – Section 2) – New agreement will be for five years beginning on June 1, 2015 with a renewable five year period at the sole option of the City.
- ❖ Definitions (Article 1 – Section 3) – The following were added or modified
 - ❖ “All Inclusive Rate” – New Term Added to clarify the intent of the rate charged includes all costs for the transport except oxygen and mileage.
 - “ALS Rate” – Deleted the words ‘to the patient’ because all charges are not made to the patient. They could be made to the insurance company, Medicare, Medicaid, etc.
 - “BLS Rate” - Deleted the words ‘to the patient’ because all charges are not made to the patient. They could be made to the insurance company, Medicare, Medicaid, etc.
 - “Contract Administrator” – Deleted the words ‘EMS Division Chief’ and added ‘designated EMS administrator’. This is because there are different titles of positions within the Fire Department that could be assigned the responsibility.
 - “Patient” – Added wording to clarify the person who is receiving ambulance transport. This change is necessary for clarification due to possible new EMS Legislation regarding Community Paramedicine.
 - “Response Time” – New Term Added to define the wording used within the contract.
- Coverage Plan (Article II – Section 1) – Clarified that plan must be provided prior to June 1st. Deleted two sentences regarding changes to the plan because the plan is performance based and the coverage plan is the responsibility of AMR to achieve contract performance.
- ❖ Patient Care (Article II – Section 4B) – Added ‘Cardiac and Stroke Destination’ as additional State protocols that must be followed.
- Response Readiness (Article II – Section 5) – Added ‘and when’ to better clarify the section intent.
- ❖ Special Events Planning and Operations (Article II – Section 6) – Deleted the wording regarding what AMR can charge for special event coverage requested by third parties. It does not appear that the City should be involved with regulating rates outside of calls for 9-1-1 service.
- Disaster (Article II – Section 7) – Modified existing language from SWAT to ‘extended law enforcement operations’, since terminology is changing at the Police Department.

- Response Times Requirements (Article II – Section 1) – Add language to clarify that response time calculations are not modified by ambulance diversions.
- Response Time Standards (Article II – Section 11):
 - 11A - Code Requests – Added the word ‘code’ to better clarify the section.
 - 11B - No Code Requests – Added the work ‘no code’ to better clarify the section.
 - 11C – Modified definition of Code responses to include ‘Charlie’ calls.
 - 11D – Added clarification that when an AMR unit ‘stages at an incident’ it is considered On Scene.
- No Code Requests (Article II – Section 11) – Modified language to remove Charlie calls from no code response category.
- ❖ Non-Traditional Health Care (Article II – New Section 13) – Added new section reflecting changes that are occurring in Health Care and the need to work collaboratively to identify and participate in programs that enhance overall health care delivery and better manage costs for citizens and health care providers.
- ❖ Nurse Line (Article II – New Section 13A) – Added new section regarding the evaluation of AMR providing Nurse Lines services that were recommended by the Fire Task Team.
- ❖ Initial Rate/ CPI Increases (Article III – Section 1) – Added wording that would establish min-max range for CPI increases. Range is from a minimum of 1.5% to a maximum of 3.5%. Min-Max ranges are used in most ambulance contracts in the State of WA and NW.
- Rate Listing (Article III – Section 2) – Modified date of AMR filing rates to June to coincide with new contract period.
- Review of Billing and Charges (Article III – Section 6) – Added wording to clarify that AMR must keep records for a period of time as required by federal and state law.
- Prohibited Charges (Article III – Section 8B) – Modified wording to add clarity to section.
- ❖ Prohibited Charges-ALS rate (Article III – Section 8 Old C) – Removed section related to not ALS rate when FD Paramedic rides to hospital. Since base rates are the same, there is no difference in cost to be reduced therefore past practice would no longer occur.
- ❖ Prohibited Charges-ALS rate (Article III – Section 8 Old D) – Removed section related to not ALS rate when FD Paramedic rides to hospital. Since base rates are the same, there is no difference in cost to be reduced therefore past practice would no longer occur.
- ❖ Billing, Collections and Reporting (Article III – Section 9A) – Added language that requires AMR to have a pre-billing employee in their Spokane office to help minimize any potential contractual billing requirement errors that could occur at their regional billing location.
- ❖ Billing, Collections and Reporting (Article III – Section 9B) – Added language that requires AMR to provide Payor Mix information to the City annually.
- ❖ Agreement Maintenance (Article III – Section 11) – Establishes amount at \$25,000 per month (\$300,000) annually. Would increase by CPI amount using same Min-Max provision.
- ❖ Agreement Maintenance (Article III – Section 11A, E, F, G, H) – Modified working to update the services that are the basis of the agreement maintenance fee.

- ❖ ALS Ride-in Cost Recovery Program (Article III – Section 13) – Remove section. Was supposed to be removed from last contract as it was no longer relevant.
- Contacts for Responsibility (Article IV – Section 3B) - Changed title of AMR’s designated representative.
- ❖ Minimum Supervisory Staffing (Article V – New Section 4) – Added new section requiring AMR to have a Supervisor on duty 24-7-365.
- Dispatcher Certification (Article V – Section 5) – Added wording to clarify the type of certification allowed.
- Uniforms (Article V – Section 7) – Added wording to clarify uniform appearance and identity.
- AMR Labor Actions (Article V – Section 9) – Added wording to identity when plan is to be submitted.
- Incident Command System (Article V – Section 10) – Added wording to clarify that AMR will work with the City on ICS training.
- ❖ Vehicle Age Limit (Article VI–Section 4) – Changed wording to allow mileage to go up to 250,000 miles as long as the vehicle is not more than 5 years of age and in acceptable condition.
- Automatic Vehicle Locator (Article VII – Section 7) – Added wording to clarify that AVL must communicate with City system.
- ❖ Pre-Emption Equipment (Article VII– New Section 8) – Added language that will allow the evaluation of AMR using Opticom to help with response times to incident and hospitals.
- ❖ Disposable Supplies (Article VII– New Section 9) – Added new language requiring AMR to supply SFD disposable supplies at no cost to the City.
- ❖ Disposable Supplies (Article VII– New Section 10) – Added new language allowing City to purchase durable medical equipment through AMR’s nationwide purchasing contracts.
- Two Way Communications (Article VII – Section 6) – Deleted wording to reflect new radio system.
- ❖ Electronic Patient Care Records (EPCR) (Article VII– New Section 10) – Added new language requiring AMR to interface their EPCR system to the SFD’s system at no cost to the City.
- Inquiries and Complaints (Article VIII – Section 3) – Added wording to clarify the process and the City’s right to interview involved AMR employees.
- Patient Surveys (Article VIII – Section 8) – Changed timing of summaries from quarterly to monthly.
- ❖ Disputes (Article IX– Section 3) – Changed old legal language to new legal language per Legal Dept.
- ❖ Termination (Article X – Section 1) – Removed language from Note section in old agreement that indicated the City was considering participation in countywide ambulance bid process. Does not preclude the city from joining a County-wide contract if it so desired.
- ❖ Material Default - Definition (Article X – Section 3) – Added word ‘suspension’ and changed the word ‘certification’ to ‘license’.

- Savings (Article XI Section 2) – Added the word ‘Severability’ to the section title.
- Waiver (Article XI– Section 3) – Added the word ‘allowed’ to clarify intent.
- ❖ Ambulance Crew on Scene First (Appendix B – Section 1B) – Added language that allows AMR, when they have arrived on the scene first, to let SFD responding units know that they can cancel their response if SFD so desires.
- ❖ Patient Transfer (Appendix B – Section 1B) – Added language that requires AMR to provide transport of and SFD employee who rode in on a call, back to their station if SFD so desires.

Rate Information:

In past Agreements there was a difference in cost of an ALS Rate and a BLS rate. In this Agreement, AMR bid the same cost for both rates. This is because the cost for AMR to provide the service is no different based on the type of incident because the City requires all AMR ambulances to be staffed the same, with at least one (1) paramedic. This has become a standard in almost every contract where the jurisdiction has mandated that the level of care on every ambulance must be maintained with a paramedic.

Below is the AMR transport rate schedule for the agreement year beginning June 1, 2015. As a reminder, this rate already went in place with the extension of the past agreement to cover the period until the new agreement takes effect.

The new AMR rates are extremely competitive. At these rates, Spokane’s citizens will continue to pay some of the lowest rates found for ambulance transport services for 9-1-1 calls in the Northwest.

Rate Schedule

<u>Item</u>	<u>New Rates (15-16)</u>
BLS Emergency Rate	\$695
ALS – 1 Emergency Rate	\$695
ALS – 2 rate	\$695
Mileage rate (per mile)	\$20.99
Oxygen rate	\$52.49



Agenda Sheet for City Council Meeting of: 04/20/2015

Date Rec'd	4/8/2015
Clerk's File #	OPR 2013-0818
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN SERVICES
Contact Name/Phone	SHEILA MORLEY 6052
Contact E-Mail	SMORLEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1540 CONSOLIDATED HOMELESS GRANT CONTRACT AMENDMENTS

Agenda Wording

Accept the Consolidated Homeless Grant (CHG) contract amendments B & C between the City of Spokane and Washington State Department of commerce and approve contract amendments to five non-profits agencies (list attached).

Summary (Background)

At the November 11, 2013 meeting City Council accepted a two year grant agreement with the Washington State Department of Commerce for the Consolidated Homeless Grant. Through several competitive RFP processes these agencies were selected to administer projects funded with CHG funds.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ (1,121,179)	#	1540 95413 99999 33442
Revenue	\$ 677,552	#	1540 95461 99999 33442
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STAPLETON, JENNIFER	<u>Study Session</u>	4/13/15
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

BRIEFING PAPER
City of Spokane
PCED Committee
Community, Housing and Human Services Department
Consolidated Homeless Grant Contract Amendment
2/25/15
UPDATED 4/8/15

Subject

Accept the Consolidated Homeless Grant (CHG) contract Amendment B between the City of Spokane and the Washington State Department of Commerce. The amendment increases funding by \$226,373 earned through performance incentives, increased funding for the Ending Family Homeless Project, and decreases funding by \$135,000 for the Housing and Essential Needs Program. UPDATED: Immediately following the previous briefing we received Amendment C from Department of Commerce which decreases funding for Housing and Essential Needs Program and additional \$535,000.00.

Background

At the November 11, 2013 the City Council accepted a two year grant agreement with the Washington State Department of Commerce for Consolidated Homeless Grant. Through a competitive RFP process, Catholic Charities was selected as the local agency to administer the Ending Family Homeless program and was awarded additional funds for homeless services through the Consolidated Homeless Housing Grant Program; The Salvation Army was selected as the local agency to administer the Housing and Essential Needs program, Spokane Housing Authority, the YWCA and Transitions were all funded to provide for homeless services through this competition. Adjustments to each of the contracts will be made in response to the CHG contract amendments (details attached).

Impact

Funding from the CHG program provide agencies, selected through a competitive RFP process, with funds needed to assist the city meet its goal of reducing homelessness.

Action

The department seeks acceptance of the contract amendments between the City of Spokane and the Department of Commerce and approval of contract amendments for the affected agencies. This item is scheduled to go before City Council on March 9, 2015.

Funding

Funding for this grant comes from the Washington State Home Security Fund, Affordable Housing for All Funds, the Transitional Housing Operating and Rent Account and the Homeless Housing Program authorized by RCW 43.185C.

	Current Budget	Budget Adjusted	Revised Budget
YWCA	\$ 36,389.07	\$ 1,397.91	\$ 37,786.98
Transitions	\$ 96,584.83	\$ 5,193.45	\$ 101,778.28
Spokane Housing Ventures	\$ 29,782.62	\$ 1,613.33	\$ 31,395.95
Catholic Charities	\$ 1,481,227.99	\$ 188,192.34	\$ 1,669,420.33
TSA- HEN	\$ 3,603,431.67	\$ (670,000.00)	\$ 3,468,431.67
City		\$ 29,975.97	

Amendment

Grant Number: 14-46108-30

Amendment: B

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Grantee City of Spokane Community, Housing and Human Services Department 808 W Spokane Falls Blvd. Spokane, WA 99201-3333		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative (only if updated) Jennifer Stapleton Director, Grants Management & Financial Assistance Interim Director, Community Housing & Human Services (509) 625-6091 jstapleton@spokanecity.org		4. COMMERCE Representative (only if updated) Cheryl Bayle CHG Program Manager (360) 725-2997 (360) 586-5880 cheryl.bayle@commerce.wa.gov	
5. Original Grant Amount (and any previous amendments) \$5,086,704	6. Amendment Amount \$91,373		7. New Grant Amount \$5,178,077
8. Amendment Funding Source Federal: State: Other: X N/A:		9. Amendment Start Date January 1, 2015	10. Amendment End Date December 31, 2015
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: Adds Year 2 Performance Funding, adds \$108,000 in EFH funding, reduces HEN 2015 funding by \$135,000, and adjusts budget line items in Attachment B – Budget. Grantee is authorized to spend 75% (\$1,038,233) of all non-HEN funds through June 30, 2015. The remaining amount may not be spent without prior written approval from Commerce. Grantee is authorized to spend 100% of Housing and Essential Needs (HEN) funding by June 30, 2015.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, and Attachment “C” – Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date	

Amendment

This Grant is **amended** as follows:

Attachment B

Budget

A.	January 1, 2014 - June 30, 2014	
	A. Subtotal	\$297,381.54

B.	July 1, 2014 - December, 31, 2015	
Administration		\$87,140.00
Data Collection, Evaluation, and Planning		\$49,700.00
Facility Support for Households without Minor Children		
Leasing costs for buildings owned by non-profit or government entities		\$0
Leasing costs for buildings owned by for-profit entities		\$0
Program Operations and costs other than leasing costs (maintenance, utilities, etc.)		\$60,000.00
Facility Support for Households with Minor Children		
Leasing costs for buildings owned by non-profit or government entities		\$0
Leasing costs for buildings owned by for-profit entities		\$0
Program Operations and costs other than leasing costs (maintenance, utilities, etc.)		\$82,261.43
Rent Payments – General (not including EFH or PSH)		
Buildings owned by non-profit and government entities, Households without minor children		\$35,971.00
Buildings owned by non-profit and government entities, Households with minor children		\$30,131.00
Buildings owned by for-profit entities, Households without minor children		\$89,472.00
Buildings owned by for-profit entities, Households with minor children		\$222,822.00
Program Operations and other costs associated with rent (utilities, application fees, credit checks, etc.)		\$120,379.00

Amendment

Ending Family Homelessness (EFH)	
Rent Payments in buildings owned by non-profit or government entities	\$13,078.00
Rent Payments in buildings owned by for-profit entities	\$142,362.00
Program Operations and other costs associated with rent (utilities, application fees, credit checks, etc.)	\$84,215.00
Permanent Supportive Housing (PSH) – Allowable Expense for Performance Funding Only	
Rent Payments in buildings owned by non-profit or government entities	\$69,397.03
Rent Payments in buildings owned by for-profit entities	\$
Program Operations and costs other than leasing costs (maintenance, utilities, etc.)	\$
B. Subtotal	\$1,086,928.46
Subtotal of A + B*	\$1,384,310.00

*Grantee is authorized to spend 75% (\$1,038,233) of all non-HEN funds through June 30, 2015. The remaining amount may not be spent without prior written approval from Commerce.

C. HEN January 1, 2014 - June 30, 2014	
HEN Administration – SFY 2014	\$94,330.00
HEN Rent/Utility/Operations/Essential Needs – SYF 2014	\$1,253,222.00
C. Subtotal	\$1,347,552.00

D. HEN July 1, 2014 - June 30, 2015	
HEN Administration – SFY 2015	\$160,035.00
HEN Rent/Utility/Operations/Essential Needs – SYF 2015	\$2,286,180.00
D. Subtotal	\$2,446,215.00

GRANT TOTAL	\$5,178,077.00
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ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

Amendment

Grant Number: 14-46108-30

Amendment: C

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Grantee City of Spokane Community, Housing and Human Services Department 808 W Spokane Falls Blvd. Spokane, WA 99201-3333		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative (only if updated) Jennifer Stapleton Director, Grants Management & Financial Assistance Interim Director, Community Housing & Human Services (509) 625-6091 jstapleton@spokanecity.org		4. COMMERCE Representative (only if updated) Cheryl Bayle CHG Program Manager (360) 725-2997 (360) 586-5880 cheryl.bayle@commerce.wa.gov	
5. Original Grant Amount (and any previous amendments) \$5,178,077	6. Amendment Amount -\$535,000	7. New Grant Amount \$4,643,077	
8. Amendment Funding Source Federal: State: Other: X N/A:		9. Amendment Start Date April 1, 2015	10. Amendment End Date December 31, 2015
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: Reduce HEN 2015 funding by \$535,000, and adjusts budget line items in Attachment B – Budget. Grantee is authorized to spend 75% (\$1,038,233) of all non-HEN funds through June 30, 2015. The remaining amount may not be spent without prior written approval from Commerce. Grantee is authorized to spend 100% of Housing and Essential Needs (HEN) funding by June 30, 2015.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, and Attachment “C” – Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date	

Amendment

This Grant is **amended** as follows:

Attachment B

Budget

A. January 1, 2014 - June 30, 2014	
A. Subtotal	\$297,381.54

B. July 1, 2014 - December 31, 2015	
Administration	\$87,140.00
Data Collection, Evaluation, and Planning	\$49,700.00
Facility Support for Households without Minor Children	
Leasing costs for buildings owned by non-profit or government entities	\$0
Leasing costs for buildings owned by for-profit entities	\$0
Program Operations and costs other than leasing costs (maintenance, utilities, etc.)	\$60,000.00
Facility Support for Households with Minor Children	
Leasing costs for buildings owned by non-profit or government entities	\$0
Leasing costs for buildings owned by for-profit entities	\$0
Program Operations and costs other than leasing costs (maintenance, utilities, etc.)	\$82,261.43
Rent Payments – General (not including EFH or PSH)	
Buildings owned by non-profit and government entities, Households without minor children	\$35,971.00
Buildings owned by non-profit and government entities, Households with minor children	\$30,131.00
Buildings owned by for-profit entities, Households without minor children	\$89,472.00
Buildings owned by for-profit entities, Households with minor children	\$222,822.00
Program Operations and other costs associated with rent (utilities, application fees, credit checks, etc.)	\$120,379.00

Amendment

Ending Family Homelessness (EFH)	
Rent Payments in buildings owned by non-profit or government entities	\$13,078.00
Rent Payments in buildings owned by for-profit entities	\$142,362.00
Program Operations and other costs associated with rent (utilities, application fees, credit checks, etc.)	\$84,215.00
Permanent Supportive Housing (PSH) – Allowable Expense for Performance Funding Only	
Rent Payments in buildings owned by non-profit or government entities	\$69,397.03
Rent Payments in buildings owned by for-profit entities	\$
Program Operations and costs other than leasing costs (maintenance, utilities, etc.)	\$
B. Subtotal	\$1,086,928.46
Subtotal of A + B*	\$1,384,310.00

*Grantee is authorized to spend 75% (\$1,038,233) of all non-HEN funds through June 30, 2015. The remaining amount may not be spent without prior written approval from Commerce.

C. HEN January 1, 2014 - June 30, 2014	
HEN Administration – SFY 2014	\$94,330.00
HEN Rent/Utility/Operations/Essential Needs – SYF 2014	\$1,253,222.00
C. Subtotal	\$1,347,552.00

D. HEN July 1, 2014 - June 30, 2015	
HEN Administration – SFY 2015	\$125,035.00
HEN Rent/Utility/Operations/Essential Needs – SYF 2015	\$1,786,180.00
D. Subtotal	\$1,911,215.00

GRANT TOTAL	\$4,643,077.00
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ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	4/1/2015
Clerk's File #	RES 2015-0037
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 PARKING ADVISORY COMMITTEE PROJECT RECOMMENDATION		

Agenda Wording

A RESOLUTION REGARDING APPROVAL OF PROJECTS RECOMENDED BY THE PARKING ADVISORY COMMITTEE INCLUDING THE DIVISION STREET TRIANGLE PROJECT

Summary (Background)

The Spokane City Council pledges up to \$100,000 of parking revenue in November 2015, and pledges up to \$100,000 of additional parking revenue in 2016 to serve as a partner in the Division Street Triangle Gateway pursuant to applicable emergency budget ordinances or budget allocations.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	PCED
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	Candace Mumm	
For the Mayor	SANDERS, THERESA	Scott Simmons	
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Spokane City Council approves use of parking meter revenue in 2015 to funds the following projects, which are also recommended by the Park Advisory Committee, pursuant to applicable emergency budget ordinances or budget allocations: \$35,000 for the hanging basket program for 2015, \$40,000 for a sidewalk conditions inventory and a streetscape/public realm enhancement plan, an additional \$25,000 for the Division Street Triangle site preparation, and an amount to be determined for the a pilot project utilizing new streetscape strategies on East Main Avenue, money that could potentially be matched with additional funds.

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

RESOLUTION NO. 2015-0037

A RESOLUTION REGARDING APPROVAL OF PROJECTS RECOMENDED BY THE
PARKING ADVISORY COMMITTEE INCLUDING THE DIVISION STREET TRIANGLE
PROJECT

WHEREAS, in 2013 the Spokane City Council authorized the formation of the Parking Advisory Committee in cooperation with the Downtown Spokane Partnership; and

WHEREAS, the purpose of the Parking Advisory Committee was to review the needs of downtown Spokane and recommend projects for approval by the Spokane City Council that would use parking meter revenue to enhance the parking experience in Downtown Spokane and improve the streetscape in Downtown Spokane; and

WHEREAS, the Division Street Triangle Gateway is one of the most visible areas in the City of Spokane for residents and visitors alike; and

WHEREAS, updating the Division Street Triangle Gateway project matches the commitment of our citizens, the Public Facilities District, and the private sector to actively seek more convention and tourism opportunities for Spokane; and

WHEREAS, the Division Street Triangle Gateway project has funding commitments from the Public Facilities District, Washington State Department of Transportation, Washington State University, the Business Improvement District (BID), and the University District and has been approved by the Arts Commission; and

WHEREAS, the Parking Advisory Committee recommends the use of parking meter funds on this project and other projects; and

WHEREAS, the City of Spokane is projected to have sufficient revenue in 2015 and 2016 fund these projects and continue to fulfill its financial obligations for parking system operation.

NOW, THEREFORE BE IT RESOLVED that the Spokane City Council pledges up to \$100,000 of parking revenue in November 2015, and pledges up to \$100,000 of additional parking revenue in 2016 to serve as a partner in the Division Street Triangle Gateway pursuant to applicable emergency budget ordinances or budget allocations.

NOW, BE IT FURTHER RESOLVED that the Spokane City Council approves use of parking meter revenue in 2015 to funds the following projects, which are also recommended by the Park Advisory Committee, pursuant to applicable emergency

budget ordinances or budget allocations: \$35,000 for the hanging basket program for 2015, \$40,000 for a sidewalk conditions inventory and a streetscape/public realm enhancement plan, an additional \$25,000 for the Division Street Triangle site preparation, and an amount to be determined for the a pilot project utilizing new streetscape strategies on East Main Avenue, money that could potentially be matched with additional funds.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 04/20/2015

Date Rec'd	4/1/2015
Clerk's File #	RES 2015-0038
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 RESOLUTION ESTABLISHING EARNED SICK & SAFE LEAVE WORKGROUP		

Agenda Wording

A resolution regarding the establishment of a working group to provide recommendations to City Council on an earned sick and safe leave policy for the City of Spokane.

Summary (Background)

Spokane City Council will establish a working group to investigate, discuss and make recommendations to the City Council on an earned sick and safe leave policy by June 2015.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE	Ben Stuckart	
For the Mayor	SANDERS, THERESA	Blaine Stum	
Additional Approvals		Skyler Oberst	
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This group shall include, but is not limited to, representatives from the Spokane Regional Health District, local non-profit organizations, professional associations representing the hospitality and food industry, small and mid-size business owners, employees in the hospitality and food industry and appropriate collective bargaining units.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2015-0038

A resolution regarding the establishment of a working group to provide recommendations to City Council on an earned sick and safe leave policy for the City of Spokane.

WHEREAS, in the City of Spokane, two in every five workers have no paid sick leave; and

WHEREAS, thousands of working families within the City of Spokane have to choose between coming to work sick to pay their bills or staying home; and

WHEREAS, in Washington state, about 40 to 60 foodborne illness outbreaks affecting 400 to 700 people occur each year, and pose a threat to public health and safety when spread by employees who are affected by illness; and

WHEREAS, victims of domestic violence often risk losing their jobs in order to take time off to deal with traumatic impacts of domestic violence; and

WHEREAS, the City Council recognizes these concerns and wants to obtain feedback from key stakeholders and citizens relating to adopting an earned sick and safe leave policy to ensure a broad section of viewpoints are considered.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council will establish a working group to investigate, discuss and make recommendations to the City Council on an earned sick and safe leave policy by June 2015. This group shall include, but is not limited to, representatives from the Spokane Regional Health District, local non-profit organizations, professional associations representing the hospitality and food industry, small and mid-size business owners, employees in the hospitality and food industry and appropriate collective bargaining units.

ADOPTED by the City Council this _____ of April, 2015.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 04/20/2015

Date Rec'd	4/1/2015
Clerk's File #	RES 2015-0039
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 625-6269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 RESOLUTION SUPPORTING THE CRUDE-BY-RAIL ACT

Agenda Wording

A resolution in support of The Crude-By-Rail Act

Summary (Background)

Rail transportation through the Spokane region is focused on an elevated track through the center of the City, the City Council is concerned about the potential impacts on public safety and economic disruption from a possible derailment. This resolution expresses support for The Crude-By-Rail Act and adds it to the City of Spokane's Federal Legislative Agenda.

<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>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Gloria Ochoa	
<u>For the Mayor</u>	SANDERS, THERESA	David Condon	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2015-0039

A RESOLUTION SUPPORTING THE PASSAGE OF THE CRUDE-BY-RAIL SAFETY ACT OF 2015

WHEREAS, the City of Spokane is committed to the protection of its citizens, as well as the natural resources on which the City depends, rail infrastructure in Eastern Washington and North Idaho runs adjacent to land resources; its sole source of drinking water at the Spokane Valley-Rathdrum Prairie Aquifer; and its marine and aquatic resources including the Spokane River, Little Spokane River, and the other creeks, lakes, rivers, tributaries, and marine resources near and adjacent to Spokane; and

WHEREAS, rail transportation through the Spokane region is focused on an elevated track through the center of the City, the City Council is concerned about the potential impacts on public safety and economic disruption from a possible derailment; and

WHEREAS, Washington Senators Maria Cantwell and Patty Murray have introduced new Federal oil train safety legislation called The Crude-By-Rail Safety Act of 2015; and

WHEREAS, The Crude-By-Rail Safety Act of 2015 would require the Pipeline and Hazardous Materials Safety Administration to draft new regulations to mitigate the volatility of gases in crude oil shipped via rail tank cars; and

WHEREAS, The Crude-By-Rail Safety Act of 2015 would immediately prohibit the use of all DOT-111 tank cars as well unjacketed CPC-1232 tank cars transporting crude oil; and

WHEREAS, The Crude-By-Rail Safety Act of 2015 would require railroads to prepare comprehensive oil spill response plans for accidents and spills; and

WHEREAS, The Crude-By-Rail Safety Act of 2015 would require railroads and shippers to disclose crude-by-rail movements to State Emergency Response Organizations and Local Emergency Management Organizations along hazardous material rail routes;

NOW, THEREFORE BE IT RESOLVED, that the Spokane City Council supports the passage of The Crude-By-Rail Safety Act of 2015

BE IT FURTHER RESOLVED, that The Crude-By-Rail Safety Act of 2015 is added to the City of Spokane's Federal Legislative Agenda.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	4/6/2015
Clerk's File #	RES 2015-0040
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0650 - RESOLUTION FOR STREET VACATION - MADISON BETWEEN 2ND & 3RD

Agenda Wording

Resolution setting hearing before City Council for May 18, 2015 for the vacation of the west 17 feet of Madison Street between 2nd Avenue and 3rd Avenue, from Jefferson Street to Madison Street, and a portion of the nearby alleys, as requested by

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 Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	MEULER, LOUIS	Study Session
Division Director	SIMMONS, SCOTT M.	Other
Finance	SALSTROM, JOHN	Distribution List
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org
For the Mayor	SANDERS, THERESA	edjohnson@spokanecity.org
Additional Approvals		sbishop@spokancity.org
Purchasing		ebrown@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Miller Family Real Estate, LLC.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2015-0040

WHEREAS, on January 15, 2015 the Spokane City Council received a petition for the vacation the west 17 feet of Madison Street between 2nd Avenue and 3rd Avenue, from Jefferson to Madison, and a portion of the nearby alleys in the City of Spokane 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 the west 17 feet of Madison Street between 2nd Avenue and 3rd Avenue, from Jefferson Street to Madison Street, and a portion of the nearby alleys in the City of Spokane; 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 hearing on the petition to vacate the west 17 feet of Madison Street between 2nd Avenue and 3rd Avenue, from Jefferson Street to Madison Street, and a portion of the nearby alleys, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **May 18, 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 _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

P1500304VACA



The alley between 2nd & 3rd, from the east line of Jefferson to the west line of Madison and,
the alley between 2nd and 3rd, from the east line of Madison
east 100 feet. and,
the alley between Freeway Ave North and 3rd, from the east line of Madison to the
west line of Monroe and,
the west 17 feet of Madison from the south line of 2nd to the north
line of 3rd

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.

80 40 0 80 160 Feet



Vacation

 **COSGIS**
City of Spokane GIS



DISTRIBUTION LIST
VACATION OF THE WEST 17 FEET OF MADISON STREET BETWEEN 2ND
AND 34D FROM JEFFERSON STREET TO MADDISON STREET AND A
PORTION OF THE NEARBY ALLEYS

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

F. A. T. FAMILY LLC, #2

PO BOX 10706

SPOKANE, WA 99209-0706

DISTRIBUTION LIST
VACATION OF THE WEST 17 FEET OF MADISON STREET BETWEEN 2ND
AND 34D FROM JEFFERSON STREET TO MADDISON STREET AND A
PORTION OF THE NEARBY ALLEYS

SPOKANE WASHINGTON HOSPITAL CO,
LLC
14400 METCALF AVE
OVERLAND PARK, KS 66223

TRADEWINDS GROUP, LLC
107 S HOWARD #600
SPOKANE, WA 99201

OVERHAUSER, DANNY J & BRENDA K
PO BOX 40146
SPOKANE, WA 99202

MILLER FAMILY REAL ESTATE, LLC
9350 SOUTH 150 EAST STE 1000
SANDY, UT 84070

LENZ, RANDY S & JERRY D/
NOVELL, PAMELA
809 W MAIN UNIT 206
SPOKANE, WA 99201

OLSON TRUST, J
1825 E ROCKWOOD BLVD
SPOKANE, WA 99203-3848

J&M LTD PTNSHP #2
POLAR ENTER, LLC
5426 S QUAIL RIDGE CIR
SPOKANE, WA 99223

YUVRAJ, LLC
24004 E MAXWELL AVE
LIBERTY LAKE, WA 99019

CANWELL, MARSHALL & KATHRYN
1108 W 2ND AVE
SPOKANE, WA 99201

MORSE, SAM & NICOLE
3711 E BRIDLE TRAIL RD
COLBERT, WA 99005

COMMUNITY HEALTH ASSOC. OF
SPOKANE
3919 N MAPLE ST.
SPOKANE, WA 99205

THE CITY GATE
170 S MADISON ST.
SPOKANE, WA 99201

BW VENTURES, LLC
153 S JEFFERSON ST
SPOKANE, WA 99201

FEDERICO, MICHAEL & KELLY
4010 E SUMAC DR
SPOKANE, WA 99223

LUMINARIA, LLC
2525 E 29TH AVE #10B 143
SPOKANE, WA 99223

RAYBURN, PAUL B & NADINE
PO BOX 2199
SPOKANE, WA 99210-2199

DISTRIBUTION LIST
VACATION OF THE WEST 17 FEET OF MADISON STREET BETWEEN 2ND
AND 34D FROM JEFFERSON STREET TO MADDISON STREET AND A
PORTION OF THE NEARBY ALLEYS

BARTON PROPERTIES, LLC
1002 W 2ND AVE
SPOKANE, WA 99204-1589

OSF INTERNATIONAL, INC
0715 SW BANCROFT ST
PORTLAND, OR 97201

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

04/20/2015

<u>Date Rec'd</u>	4/8/2015
<u>Clerk's File #</u>	RES 2015-0041
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	RESOLUTION APPROVING THE APPOINTMENT OF RETIREMENT DIRECTOR

Agenda Wording

A resolution approving the appointment of Phillip Tencick as Retirement Director.

Summary (Background)

City Charter Section 24 requires City Council confirmation of department head appointments. Mayor Condon and Heather Lowe, Human Resources Director have appointed Phillip Tencick as Retirement Director.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2015-0041

A resolution approving the appointment of Phillip Tencick as the Director of the Retirement Department for the City of Spokane.

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

WHEREAS, section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Mr. Tencick as Director of the Retirement Department for the City of Spokane –

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Phillip Tencick as the Director of the Retirement Department.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2015-0031

A RESOLUTION OF THE CITY OF SPOKANE GEOGRAPHICALLY MODIFYING A PROPOSAL TO INITIATE ANNEXATION PROCEEDINGS WITH RESPECT TO AN AREA CONTIGUOUS TO THE CITY COMMONLY REFERRED TO AS THE PROPOSED SPOKANE HOUSING VENTURES ANNEXATION.

WHEREAS, by Notice of Intention to Commence Annexation Proceedings, dated February 12, 2015, the owners of not less than ten percent of the value of property within an approximately 18 acre area contiguous to the City, as shown in Exhibit "A" (known as "Proposed Spokane Housing Ventures Annexation Area"), have notified the City of their intention to commence annexation proceedings annexing the Proposed Spokane Housing Ventures Annexation Area to the City of Spokane; and

WHEREAS, Spokane County adopted a Final Urban Growth Area that includes the Proposed Spokane Housing Ventures Annexation Area; and

WHEREAS, Chapter 35.13 RCW authorizes the City to annex land contiguous to the City's municipal boundary and allows for annexation by the direct petition method; and

WHEREAS, RCW 35.13.125 sets forth the procedure for commencing an annexation via the direct petition method, and authorizes the City to determine at an initial meeting with the initiating party whether to accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of the City's comprehensive plan, and whether it shall require the assumption of all or of any portion of the City's indebtedness by the area to be annexed; and

WHEREAS, the City of Spokane Comprehensive Plan, in Section LU 9 Annexation Areas, establishes the goal of supporting annexations that create logical boundaries and reasonable service areas within the city's urban growth area, where the city has the fiscal capacity to provide services; and

WHEREAS, Sections LU 9.1 and LU 9.4 express a preference for annexations of areas that create logical boundaries and service areas and readily-identifiable boundaries; and

WHEREAS, Section 9.4 of the Comprehensive Plan indicates that permanent physical features provide city limit boundaries that are easy to identify and understand and further indicates that streets or roads may provide readily-identifiable boundaries but are sometimes less suitable than other physical features because of utility access issues; and

WHEREAS, State law encourages the use of physical boundaries for annexations and lists bodies of water, highways, and land contours as examples; and

WHEREAS, State law also encourages annexation boundaries that preserve natural neighborhoods and communities, and this concept is repeated in Section 9.5 of the Comprehensive Plan which suggests a need for analyzing short and long-term impacts on the neighborhood and the city in terms of all services required, including water, sewer, urban runoff, roads, schools, open space, police and fire protection, garbage collection, and other services; and

WHEREAS, WHEREAS, the City is in favor of geographically modifying the Proposed Spokane Housing Ventures Annexation Area to include an approximately 35 acre area located on the northern border of unincorporated portions of the Moran Glenrose area and contiguous to the City, as shown on Exhibit "B" (hereinafter the "Modified Spokane Housing Ventures Annexation Area"); and

NOW, THEREFORE, be it resolved by the City Council for the City of Spokane that:

- 1) The City of Spokane hereby finds that the best interest and general welfare of the City and adjacent territory would be served by geographically modifying the proposed annexation to the City of the unincorporated territory contiguous to the City and described in attached Exhibit "B" ("Modified Spokane Housing Ventures Annexation Area").
- 2) Upon such annexation, the property within the Spokane Housing Ventures Area shall be assessed and taxed at the same rate and on the same basis as other property within the City is assessed and taxed to pay for any of the outstanding indebtedness of the City which indebtedness was approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation, and the City's Comprehensive Plan shall be deemed to apply to the Spokane Housing Ventures Area upon such annexation, and the City Clerk is hereby directed to record such determinations in the Minutes of Spokane City Council
- 3) The City of Spokane will pursue this annexation in accordance with the direct petition method prescribed in RCW 35.13.
- 4) Proper City of Spokane zoning and land use designation shall be established for the annexed area by ordinance concurrent with adoption of the annexation ordinance and consistent with the City's Comprehensive Plan.

- 5) The Mayor is further authorized to prepare and execute all documents and to take all actions necessary to further the purpose and intent of this resolution.

Adopted by the City Council on _____.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit "A"

Notice of Intention to Commence Annexation Proceedings

Stanley M. Schwartz
email: sms@witherspoonkelley.com

February 12, 2015

Ben Stuckart, Council President
7th Floor, Spokane City Hall
808 W. Spokane Falls Boulevard
Spokane, WA 99201

RE: Notice of Intent to Commence Annexation Proceedings
Parcel Numbers 34032.0409, 34032.0492, and 34032.0489

Dear Council President Stuckart:

This letter is written on behalf of the property owners located east of South Regal Street on the south side of 53rd Avenue, which borders the present city limits. See Attachment A. The owners of property, who comprise not less than ten percent (10%) of the acreage, request the City Council commence annexation proceedings under the petition method of annexation (RCW 35.13.125). See Attachment B.

A. Background. At the owners' expense, City water and sanitary sewer mains have been extended to the property, including development of public streets, execution of Connection Agreements and payment of connection fees to the City. Specifically,

- An 8" inch Sanitary Sewer Line was installed in 53rd Avenue from Fiske St. to the east property line of 55th Avenue Apartments.
- A 12" inch City Water Main was extended in 55th Avenue along the southern boundary of Summit Ridge and 55th Ave Apartments.
- The City Stormwater Sewer Line was extended in 53rd Avenue from Regal Street to 55th Ave Apartments.
- The dedication of 53rd Avenue ROW has been completed on all 3 sites.
- 53rd Avenue from South Regal Street to Fiske St. was paved.
- City Standard (3/4 width) Street improvements will be installed on 53rd Avenue from Fisk St. to Summit Ridge Apartments.
- The dedication and construction of Fiske Street from 53rd Avenue to 55th Avenue will be completed to improve area circulation.

- The dedication, widening and installation of sidewalks on frontage of all three sites at 55th Avenue will be completed.
- City Standard Fire Access was installed on 53rd Avenue from Fiske to 55th Ave Apartments.

Significantly, as a condition of extending the city utilities, the property owner, at the request of the City, signed annexation covenants. See Attachment C.

1. The City Comprehensive Plan. The Comprehensive Plan at LU 9 "Annexation Areas" states the City supports annexations that create logical boundaries and reasonable service areas within the City's urban growth area ("UGA"). The properties are within the City's urban growth area, are designated as a "district center" and receive city utility services. With regard to the size of an annexation, the Comprehensive Plan states this determination is left to the discretion of the City Council. See LU 9.1 "Logical Boundaries." By virtue of being within the UGA, these properties are clearly within the logical boundaries of the City.

The Comprehensive Plan, Chapter 6 at H-19, states that "few new housing units are developed that are affordable to low-income households" and that various incentives are needed to encourage the development of affordable housing. H 1.11 states that "special needs households and minority populations have been increasingly concentrated within low-income areas." In addition, H 2.25 states that the City's Consolidated Community Development and Housing Plan finds that the "physically disabled, developmentally disabled, and chronically mentally ill populations are in great need of affordable and subsidized housing located throughout the community." See H 2.6. SH 4.2 and SH 4.3.

2. Affordable Housing Studies. The City has committed to removing impediments to housing for persons with disabilities. Pursuant to HUG regulations, the City is required to develop its "Analysis of Impediments to Fair Housing Choice." Its most recent Analysis prepared in 2008 (the "2008 Analysis") stated the City is required to perform three tasks:

[1] conduct an analysis of impediments to fair housing choice within the area, [2] take appropriate actions to overcome the effects of any impediments identified through that analysis, and [3] maintain records reflecting the analysis and actions in this regard.

24 CFR §91.425(a)(1)(i); *see also* 24 CFR §570.601(a)(2). See the 2008 Analysis, at 1.

The 2008 Analysis identified six impediments to fair housing in Spokane. Three of these impediments relate to persons with disabilities:

Impediment 1: Audit-based testing conducted in Spokane consistently reveals disparate treatment of protected classes, with

the highest rates of discrimination occurring against families and individuals with disabilities...

Impediment 4: Not all landlords accept Section 8 housing vouchers, which policy has a greater impact on certain protected classes, including individuals with disabilities, who are more likely to be on low fixed incomes and receiving Section 8 voucher assistance.

Impediment 5: Not all multi-family apartment complexes with four or more dwelling units constructed after March 1991 comply with the Fair Housing Act's design and construction requirements for accessibility.

2008 Analysis at 4-5 (emphasis added). The 2008 Analysis notes that in 1997, based on the HUD complaint statistics, primary impediments to fair housing related to facilities for persons with physical or mental handicaps. 2008 Analysis at 5. Thus, for years there has been a continuing trend demonstrating the need for housing of persons with disabilities.

In addition, the 2008 Analysis identified the following "significant issues" for housing choice in Spokane.

Issue 2: The general unavailability of affordable housing units across the city continues to limit housing choice, particularly for those with disabilities on fixed incomes.

2008 Analysis at 6. Without doubt, Issue 2 is a significant issue to be addressed by the City under the Fair Housing Act ("FH Act").

3. Whitewater Creek and Spokane Housing Ventures. The multifamily development on the eastern parcel is a 120 unit affordable housing complex constructed in accordance with State of Washington programs where 20% of the units are designated for occupancy by disabled households. Five percent (5%) of those units are fully accessible to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973 and the Department of Housing and Urban Development implementing regulations at 24 CFR Part 8.

All 42 ground floor units have accessibility features required for new multifamily housing under the FHAct and 6 units have a higher level of accessibility consistent with the Uniform Federal Accessibility Standards ("UFAS"). Few structures in the City are capable of providing the proportion of accessible units that are available at this project.

4. Recent City Hearing. In November 2014, the City developed "Talking Points on Needs" for the "Spokane Consolidated Plan 2015-2020." The first stated "need" is for "Safe Affordable Housing Choice." The goal states

- A. Preserve and expand quality of safe, affordable housing choices.
- B. Improve quality of existing housing stock.
- C. Increase housing stock.
- D. Ensure housing stability.
- E. Prioritize workforce housing development to reduce transportation barriers and costs.

B. Conclusion. The annexation proponents have carefully planned the multi-family development on the above properties to increase the affordable housing for special needs households, including persons with physical disabilities. The chosen location, on the City's southern boundary, provides convenient access to transportation, business, services and employment. As shown above, the present and proposed development on these three properties is fully consistent the City Comprehensive Plan, Federal Housing Analyses and the most recent "talking points".

We look forward to concluding a successful annexation. Thank you for your consideration.

Very truly yours,

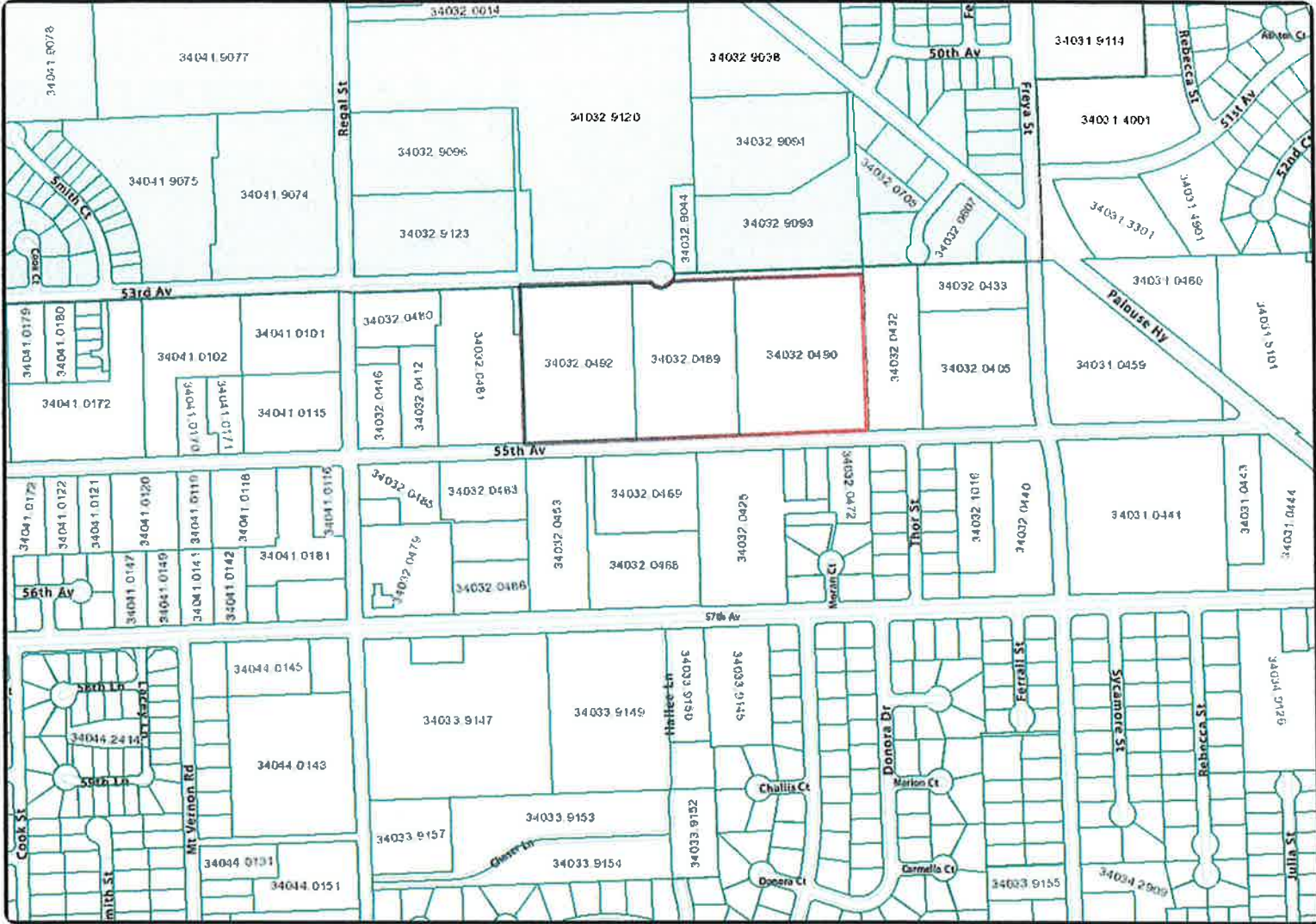
Witherspoon • Kelley



Stanley M. Schwartz

cc: Spokane City Council
Theresa Sanders, City Administrator
Michael Piccolo, Assistant City Attorney
Terri Pfister, City Clerk
Spokane Housing Ventures
Commonwealth Agency, Inc.
55th Avenue Apartments, LLC
Summit Ridge, LLC
Pine Rock, LLC
Whitewater Creek

ATTACHMENT A





Google earth

feet 2000
meters 700



ATTACHMENT B



S P O K A N E

Housing Ventures

Giving people a place to call home

(509) 232-0170 / FAX (509) 484-4617

715 E. Sprague Ave / Suite 102 / Spokane, WA 99202

Spokane Housing Ventures, managing member of 55th Avenue Apartments LLC

February 12, 2015

City Council President, Ben Stuckart
7th Floor, Spokane City Hall
808 W. Spokane Falls Boulevard
Spokane, WA 99201

RE: Notice of Intent to Commence Annexation Proceedings
Parcel 34032.0490

Dear Council President Stuckart:

Kindly let this serve as our formal request that the attached described parcel located in the City of Spokane's southern urban growth area, be considered for annexation into the City. The property borders the south side of 53rd Avenue which is adjacent to the City limits.

Thank you for your time and we look forward to working with you on the annexation process.

Sincerely,

55th Avenue Apartments, LLC / Spokane Housing Ventures

By: 55th Avenue Apartments, LLC, a Washington limited liability Company

By:

Whitewater Creek, Inc., an Idaho corporation

Its:

Manager

By: Spokane Housing Ventures, a Washington non-profit corporation

By:

Fred Peck, Executive Director

c. Spokane City Clerk



LOT 7, BLOCK 1, AMENDED PLAT OF SOUTH SPOKANE, AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF PLATS, PAGE 12;

TOGETHER WITH THE EAST HALF OF LOT 8, BLOCK 1 OF SAID PLAT

EXCEPT COUNTY ROAD;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

SUMMIT RIDGE LLC

P.O. BOX 1478 • HAYDEN, ID • 83835

PHONE: (208) 772-0108 • FAX: (208) 772-0178

E - MAIL : MARYANNP@WHITEWATERCREEK.COM

February 12, 2015
City Council President, Ben Stuckart
City of Spokane
808 W. Spokane Falls, Blvd
Spokane, WA 99201

RE: Parcel # 34032.0489- address- 3223 & 3307 E. 55th Avenue, Spokane

Dear Council President Stuckart:

Kindly let this serve as our formal request that the attached described parcel located in the City of Spokane's southern urban growth area, be considered for annexation into the City. The property borders the south side of 53rd Avenue which is adjacent to the City limits.

Thank you for your time and we look forward to working with you on the annexation process.

Sincerely,

Summit Ridge LLC

By: Summit Ridge Associates LLC, a Washington limited liability company

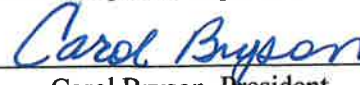
Its: Manager

By: Whitewater Creek, Inc., an Idaho corporation,

Its: Manager

By: 
Maryann W. Prescott, President

Commonwealth Agency, Inc.
an Idaho nonprofit corporation

By: 
Carol Bryson, President

Enclosures

SUMMIT RIDGE

THE WEST HALF OF LOT 8, **TOGETHER WITH** LOT 9, BLOCK 1 OF THE AMENDED PLAT OF SOUTH SPOKANE, AS RECORDED WITH SPOKANE COUNTY IN VOLUME "D" OF PLATS AT PAGE 12; BEING A PORTION OF THE GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., SPOKANE COUNTY, WASHINGTON;

LESS, THE WEST 100.0 FEET OF SAID LOT 9;

LESS, ROAD RIGHT-OF-WAY.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW;

PINE ROCK LLC

P.O. BOX 1478 • HAYDEN, ID • 83835

PHONE: (208) 772-0108 • FAX: (208) 772-0178

E - MAIL: MARYANNP@WHITEWATERCREEK.COM

February 12, 2015
City Council President, Ben Stuckart
City of Spokane
808 W. Spokane Falls, Blvd
Spokane, WA 99201

RE: Parcel # 34032.0492- address- 3211 E. 55th Avenue, Spokane

Dear Council President Stuckart:

Kindly let this serve as our formal request that the attached described parcel located in the City of Spokane's southern urban growth area, be considered for annexation into the City. The property borders the south side of 53rd Avenue which is adjacent to the City limits.

Thank you for your time and we look forward to working with you on the annexation process.

Sincerely,

Pine Rock LLC

By: Pine Rock Associates LLC, a Washington limited liability company

Its: Manager

By: Whitewater Creek, Inc., an Idaho corporation,

Its: Manager

By: 
Maryann W. Prescott, President

Commonwealth Agency, Inc.
an Idaho nonprofit corporation

By: 
Carol Bryson, President

Enclosures

PINE ROCK LLC

LOT 10, TOGETHER WITH THE WEST 100.0 FEET OF LOT 9, BLOCK 1, OF THE AMENDED PLAT OF SOUTH SPOKANE, AS RECORDED WITH SPOKANE COUNTY IN VOLUME "D" OF PLATS AT PAGE 12; BEING A PORTION OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., SPOKANE COUNTY, WASHINGTON;

LESS, ROAD RIGHT-OF-WAY.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW;

ATTACHMENT C

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

INCLUDES
ORIGINAL
SIGNATURES

UTILITY SERVICE COVENANT

**(Corporate Ownership, including Corporation,
LLC, Partnership, Trust, and Estate)**

This covenant and waiver is given to the City of Spokane, WA, executed by the undersigned party/parties, hereafter also jointly and severally referenced as "Owner". It is accepted and administered by the City of Spokane, WA, hereafter also "City". The administering official is the City Director of Engineering Services. The City Administrator may also designate any other official in place of said Director. All provisions apply to Owner, and Owner's heirs, successors and assigns, and run with the land. The City may record this document.

1. OWNER/PROPERTY

55th Avenue Apts LLC, 715 East Sprague Avenue, #102, Spokane, WA 99202 as "Owner", covenants and warrants that it is the owner(s) of the premises to which this covenant and waiver applies, and the undersigned person represents said owner and is fully authorized to execute the same. This covenant and waiver applies to those premises commonly known 3323 East 55th Avenue, County of Spokane, Washington, being tax parcel no. 34032.0456 and legally described as Spokane South Amended Plat of Lt 7 Blk 1 Exc W135' of S160' hereafter also referenced as "Property".

2. UTILITY SERVICE

A. Owner has requested City sewer and water service for the subject Property sufficient to satisfy the needs of its proposed development of the Property. Said Property is outside the City of Spokane City limits. The City does not provide utility service outside its corporate limits without a permanent and exclusive commitment by the Owner to be annexed by the City of Spokane. That is the intent of this document. Owner acknowledges receipt of good and sufficient consideration, and understands that there are no other City promises or enticements except as provided herein, as also conditioned herein.

B. This document does not recite all applicable requirements to obtain City utility service. Such requirements are subject to change. They include payment of tap inspection fees, payment of utility service rates and charges, as well as payment of a general facilities charge, a special connection or latecomer fee, all as may apply from time to time, not by way of limitation. Owner may also be required to obtain and record easements for utility connections. Owner understands that the Director of Engineering Services determines any

engineering questions applicable to municipal utility service, such as location of connection and availability of service from a particular municipal utility line.

3. ANNEXATION

A. This document pertains to any annexation process authorized or approved through property ownership. Owner understands that annexation laws pertaining to annexation may change. In executing this document, Owner declares an intent to annex, and irrevocably requests, on behalf of the subject Property, for annexation exclusively to the City of Spokane. In order to facilitate the annexation process, Owner shall, within ten (10) days of a written request from the City, sign a notice of intention to commence annexation proceedings. Owner's commitment hereunder shall not apply to the extent it may be construed to be an unconstitutional interference with the free exercise of the right to vote in an election as a registered voter, or free speech as protected by the First Amendment of the Constitution, but does apply up to that extent.

B. Owner covenants, warrants, and agrees, on Owner's behalf and the behalf of Owner's heirs, successors and assigns, that whenever a proposal or petition for annexation of an area to the City of Spokane requesting or requiring approval of property owners that includes the subject Property may now or hereafter arise, such approval shall be deemed granted for the subject Property to be annexed to the City of Spokane. This covenant will run with the above described land and may be filed by the City in the real estate records of the Auditor of Spokane County.

C. Owner further covenants, warrants, and agrees, on Owner's own behalf and the behalf of Owner's heirs, successors and assigns, that whenever a proposal or petition for annexation of an area to any city or town other than the City of Spokane which includes Owner's Property may now or hereafter arise, the subject Property shall be deemed to have disapproved the annexation to said other city or town.

D. Owner covenants and agrees to sign or not sign any documents to give force and effect to this document and/or authorizes and irrevocably appoints the City Director of Engineering as Owner's agent and attorney in fact to sign, not sign, or revoke signature on such documents as necessary to enforce this document including notices of intention to commence annexation proceedings and annexation petitions.

E. It is understood that this covenant will apply whether or not such annexation involves the assumption by the area to be annexed of the existing City of Spokane indebtedness and other lawful conditions as the City will lawfully impose.

4. ADDITIONAL

A. In the event of any contest or breach of this covenant by Owner, Owner further covenants and agrees that the Director of Engineering may at any time disconnect the subject Property from City utility service or decline to permit such connection, without further recourse or objection, at Owner's sole expense and liability. In such event, Owner exonerates and forgives the City from any further duty, responsibility or obligation related to utility service for the Property, and agrees to indemnify and hold harmless the City from all loss or liability for such disconnection or refusal to permit connection. Owner covenants that this paragraph shall bind Owner's heirs, successors and assigns. Remedies reserved by the

City here are supplemental and in addition to the right of the City to specifically enforce the annexation covenant and waiver.

B. No Owner obligation may be waived except in writing by the Director of Engineering Services. The City reserves the right to cancel its acceptance of this covenant and willingness to provide utility service to the subject Property outside its limits, recording notice of cancellation of the same, without further obligation or liability to anyone, in the event it appears to the Director of Engineering Services that annexation of the subject Property cannot be reasonably accomplished. Failure of the City to enforce any term or provision at one time shall never waive the right to enforce it subsequently. Owner acknowledges this document is freely executed, with full opportunity to consult with legal counsel, and no provision shall be constructed to favor either the Owner or the City. All terms and provisions are severable, so that the illegality or unenforceability of one term or provision does not affect the remainder.

Dated this 27TH day of JULY, 2011.

55TH AVENUE APTS LLC
SPOKANE HOUSING VENTURES, MANAGING MEMBER
By: [Signature]
Its: EXECUTIVE DIRECTOR, SECRETARY

By: _____
Its: _____

JAYNE AULD

(Print Name)

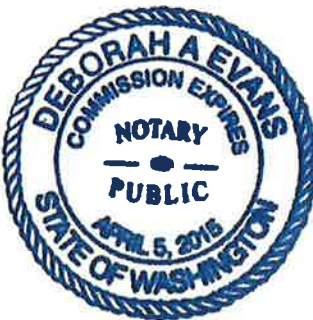
(Print Name)

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Jayne Auld and N/A signed this document, on oath stated that he/she was authorized to execute it and acknowledged it as the Executive Director, Secretary and N/A, respectively, of Spokane Housing Ventures, a corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: August 1st 2011 [Signature]
(Signature of Notary Public)

My appointment expires April 5 2015



(Place Stamp or Seal above)

Exhibit A

Affidavit of Authority to Execute Utility Service Covenant

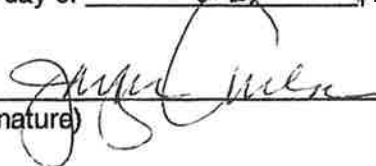
I, JAYNE AULD, do testify and depose that:
(Print name)

1. I currently hold the office of SECRETARY of the
CORPORATION THAT SERVES AS (Title/Position)
MANAGING MEMBER OF THE LLC
(Corporation/LLC/Partnership/Trust/Estate)

2. I understand that as a condition of providing utility service outside the corporate limits of the City of Spokane, that the City of Spokane requires the execution of a Utility Service Covenant. I understand that the Utility Service Covenant will run with the land and bind all its successors/heirs/assigns.

3. I am duly authorized pursuant to authority granted to me under the corporate articles of incorporation, the corporate bylaws, a corporate resolution, a partnership or operating agreement, other provision of law, or other document, to sign the Utility Service Covenant without additional signatures on behalf of the
LLC
(Corporation/LLC/Partnership/Trust/ Estate)

I swear or affirm under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Dated this 27TH day of JULY, 2011.


(Signature)

JAYNE AULD
(Print name)

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Jayne Auld and
N/A signed this document, on oath stated that he/she was
authorized to execute it and acknowledged it as the Executive Director, scrubby and
N/A, respectively, of Spokane Housing Ventures, a
corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: August 1st 2011

Deborah A. Evans
(Signature of Notary Public)

My appointment expires April 5 2011



(Place Stamp or Seal above)

TC/me

Walver 55th Ave, 3323 E, Clare House


Exhibit “B”


Modified Spokane Housing Ventures Annexation Area

Modified Spokane Housing Ventures Proposed Annexation Area

 City Limits

Urban Growth Area Parcels

 Other Parcels

 Modified Annexation Proposal



Note: Aerial photo taken
summer of 2014.
Map produced 4/8/15

E 53rd Ave

S Regal St

E 55th Ave

E 57th Ave

S Freya St

S Palouse Hwy

RESOLUTION NO. 2014 - 0121

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON AUGUST 4, 2015 IN CONJUNCTION WITH THE SCHEDULED PRIMARY ELECTION TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AN AMENDMENT TO SECTION 7 OF THE SPOKANE CITY CHARTER PROVIDING FOR THE ESTABLISHMENT OF THE MAYOR'S SALARY BY THE SALARY REVIEW COMMISSION

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, 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 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 to provide 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 August 4, 2015 scheduled primary election; and

WHEREAS, RCW 29A.04.330 requires the City to present a resolution to the Spokane County Auditor forty-six days prior to the election date a resolution calling for a special election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Sections 84 and 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to call a special municipal election to be held in conjunction with the scheduled primary election to be held on August 4, 2015 for the purpose of submitting to the electors of the City of Spokane for their approval or rejection 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- 35197.

Should this measure be enacted into law?

Yes ☐

No ☐

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than May 8, 2015.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney

ORDINANCE NO. C - 35202

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 August 4, 2015 scheduled primary 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 special election to be held on August 4, 2015 in conjunction with the scheduled primary 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- 35197.

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:**

03/09/2015

<u>Date Rec'd</u>	2/19/2015
<u>Clerk's File #</u>	ORD C35239
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN 625-6269 STUCKART/KAREN STRATTON
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 CHHS BOARD - VETERAN REPRESENTATIVE

Agenda Wording

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

Summary (Background)

This ordinance will amend SMC 4.34.030 regarding membership to the Community Housing and Human Services Board to include the requirement that one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty military member based at Fairchild Air Force Base or a citizen of Spokane serving in the Washington National Guard or the Washington Air National Guard.

<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>	PCED
<u>Finance</u>	LESESNE, MICHELE	<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. C35239

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

The City of Spokane does ordain:

Section 1. That SMC section 4.34.030 is amended to read as follows:

4.34.030 Membership

- A. The initial board membership shall be comprised of sixteen members; five current members from each of the human services advisory board, the community development board and the Spokane regional homeless governance council and one member from the community assembly. Members shall be nominated by the mayor and appointed by city council.
- B. Initial members will serve for the duration of the remainder of the term for the position on the board which they currently serve. As the terms of the initial members expire, board membership shall be reduced to twelve members. Subsequent appointees to the board shall serve three year terms and may be eligible for one three year term reappointment. The mayor shall nominate and the city council shall appoint all subsequent members. Initial members of the board will be eligible for subsequent appointment after their initial term has expired.
- C. In addition to the twelve positions, the board will include two voting representatives from the city council selected by city council and a voting elected official or policy level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners then nominated by the mayor and appointed by city council, all of whom shall be appointed or reappointed to one year terms.
- D. Initial and subsequent members of the board and board committees shall include relevant representation in compliance with HUD and Washington state department of commerce requirements.
- E. The board shall serve without compensation.
- E. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members. At least one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty member, reservist, or guard member serving in the Inland Northwest.

((F))G. In addition to the areas listed above, all board members must have a passion for service and social justice.

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:
04/20/2015

Date Rec'd	4/6/2015
Clerk's File #	ORD C35249
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 - ORDINANCE AMENDING ORDINANCE C28930

Agenda Wording

An ordinance amending C28930 vacating a portion of Montgomery Avenue from Maple Street to Northwest Boulevard.

Summary (Background)

City Council passed the vacation Ordinance on December 27, 1988. At that time an easement was retained for utilities across the entire vacated area. It has been determined that this easement is no longer needed for the entire full-width of the vacation area therefore this amendment reduces the easement to 35 feet in width, centered on the existing water main.

<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>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 4/20/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		sbishop@spokanecity.org	
<u>Purchasing</u>		ebrown@spokanecity.org	

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

ORDINANCE NO. C35249

An ordinance amending C-28930 vacating Montgomery Avenue from Maple Street to Northwest Boulevard.

The City of Spokane does ordain:

Section 1. That Montgomery Avenue from Maple Street to Northwest Boulevard is hereby vacated. SE 1/4 S12 T25N R42E, W.M. Parcel Number not assigned.

Section 2. An easement is reserved and retained over and through ~~the entire vacated area~~, a strip of ground, 35 feet in width, centered on the existing water main, for City water, Avista, and Comcast, and no building or structure shall be erected or placed thereon without the prior written approval of the City Engineer.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	4/8/2015
Clerk's File #	ORD C35251
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	KIM BUSTOS 6032
Contact E-Mail	KBUSTOS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5600-PETTY CASH ORDINANCE

Agenda Wording

Minor housekeeping changes to SMC 07.03.

Summary (Background)

The ordinance primarily represents housekeeping changes to repeal funds no longer needed, reduce funds that are not needed at the current level, or to ensure that department names and amounts are consistent with organizational changes that have occurred. Minor increases in petty cash for Fleet and Development Services Center.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance 03/02/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	jsalstrom@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbecker@spokanecity.org	
<u>Additional Approvals</u>		lbutz@spokanecity.org	
<u>Purchasing</u>			

BRIEFING PAPER
Finance Committee
Petty Cash Ordinance
March 02, 2015

Subject

Petty cash ordinance.

Background

The City has various imprest funds (also known as petty cash funds) for various purposes authorized in Chapter 07.03 of the SMC.

The attached list identifies all of the various funds currently authorized. The ordinance primarily represents housekeeping changes to repeal funds no longer needed, reduce funds that are not needed at the current level, or to ensure that department names and amounts are consistent with organizational changes that have occurred.

Impact

There is no impact to the City.

Action

Approval of the ordinance.

Funding

There is no impact to the City.

**Petty Cash Accounts per SMC 07.03
February 2015**

NAME	Cash/Bank	DEPT #	DEPT	GL CODE	SMC	DESCRIPTION	AUTHORIZED AMOUNT	PROPOSED AMOUNT	CHANGE	REASON
CITY CLERK	Cash	0230	City Clerk	11212	7.03.060	Notary/Doc Services	100.00	100.00	-	Housekeeping change
FIRE	Cash	1970	Fire	11214	7.03.090A	Change/Postage/Office Supplies	700.00	700.00	-	
FIRE ADVANCE TRAVEL FUNDS	Bank Account	1970	Fire	11310	7.03.300	Fire Travel Expenses	7,500.00	-	(7,500.00)	Repeal SMC 07.03.300; Move SMC authority to 07.03.090B
FIRE ADVANCE TRAVEL FUNDS	Bank Account	1970	Fire	11310	7.03.090B	Fire Travel Expenses	-	7,500.00	7,500.00	Repeal SMC 07.03.300; Move SMC authority to 07.03.090B
LEGAL	Bank Account	0500	Legal	11215	7.03.070	Filing Fees	1,000.00	1,000.00	-	
MUNICIPAL COURT	Cash	0560	Muni Court	11216	7.03.110	Court Cash Registers	700.00	700.00	-	
MUNICIPAL COURT- PARKING VIOLATIONS	Cash	0560	Muni Court	11217	7.03.112	Parking Violations Pay Station	300.00	300.00	-	
POLICE	Cash	0680	Police	11219	7.03.150A	Admin/Records Division	1,500.00	1,500.00	-	
POLICE ADVANCE TRAVEL FUNDS	Bank Account	0680	Police	11320	7.03.150B	Police Travel Expenses	-	15,000.00	15,000.00	Move \$15,000 budget authority from SMC 07.03.300
POLICE	Cash	0680	Police	11219	7.03.151	Police Investigations	25,000.00	25,000.00	-	
POLICE	Cash	0680	Police	11219	7.03.152	Investigative/Gang	5,000.00	5,000.00	-	
POLICE	Cash	0680	Police	11219	7.03.153	Police Records	2,000.00	2,000.00	-	
POLICE	Cash	0680	Police	11219	7.03.155	Patrol Anti-Crime Team (PACT)	1,500.00	1,500.00	-	
POLICE	Not funded	0680	Police	11219	7.03.156	Police Targeted Crimes	3,000.00	-	(3,000.00)	Repeal SMC 07.03.156
POLICE ADVANCE TRAVEL FUNDS	Bank Account	0680	Police	11320	7.03.300	Police Travel Expenses	15,000.00	-	(15,000.00)	Repeal SMC 07.03.300; Move \$15,000 SMC authority to 07.03.150B
ENGINEERING (PW)	Cash	5200	Public Works	11220	7.03.180	Change for Permit Fees	200.00	-	(200.00)	Repeal; Move SMC authority to 07.03.050
MY SPOKANE	Cash	0450	My Spokane	11223	7.03.190	My Spokane Cashier's Change Fund	4,000.00	4,000.00	-	Housekeeping change
ACCOUNTING	Cash	5600	Accounting	11231	7.03.200A	Petty Cash	1,000.00	1,000.00	-	Name change only
ACCOUNTING	Bank Account	5600	Accounting	11450	7.03.200B	NSF Processing	11,000.00	11,000.00	-	Name change only
ACCOUNTING ADVANCE TRAVEL	Cash	5600	Accounting	11231	7.03.200C	Advance Travel	7,000.00	7,000.00	-	Name change only
STREET FUND- TRAFFIC OPS	Cash	1100	Street	11213	7.03.162	Electronic replacement parts for Emerg. Repairs (500.00	500.00	-	Name change only
LIBRARY ADVANCED TRAVEL FUNDS	Bank Account	1300	Library	11340	7.03.310	Library Travel Expenses	10,000.00	-	(10,000.00)	Repeal SMC 07.03.310; Move SMC authority to 07.03.100B
LIBRARY FUND	Cash	1300	Library	11221	7.03.100A	Small cash purchases & small misc payments	2,500.00	2,500.00	-	
LIBRARY FUND	Cash	1300	Library	11221	7.03.100A	Small cash purchases & small misc payments	500.00	500.00	-	
LIBRARY ADVANCED TRAVEL FUNDS	Bank Account	1300	Library	11340	7.03.100B	Library Travel Expenses	-	10,000.00	10,000.00	Repeal SMC 07.03.310; Move SMC authority to 07.03.100B
PARKS & REC FUND	Cash	1400	Parks	11226	7.03.120	Small Purchases, Change	2,500.00	2,500.00	-	
PARKS & REC FUND	Cash	1400	Parks	11226	7.03.122	RFP change, small purchases imprest	25,000.00	25,000.00	-	
PARKS & REC FUND	Cash	1400	Parks	11226	7.03.123	Aquatics change, small purchases	1,000.00	1,000.00	-	
FORFEITURES & CONTRIBUTIONS FUND	Bank Account	1560	Forfeiture	11230	7.03.154	Special Investigations	30,000.00	30,000.00	-	
COMMUNITY HOUSING & HUMAN SERVICES	Cash	1650	CD	11227	7.03.075	Minor Disbursements w/CD Block Grant	200.00	200.00	-	Name change only
WATER FUND	Cash	4100	Water	11229	7.03.230	Small cash purchases, miscellaneous payments	1,000.00	1,000.00	-	
SOLID WASTE COLLECTION	Cash	4490	SWD	11222	7.03.170A	Change for Disposal Facilities	20,000.00	9,000.00	(11,000.00)	Name change to SW DISPOSAL; Organization change
SOLID WASTE COLLECTION- MARIETTA	Cash	4490	SWD	11222	7.03.170B	Small purchases in SW Management Office	500.00	-	(500.00)	No longer needed
SOLID WASTE COLLECTION	Cash	4480	SWM	TBD	7.03.171		-	200.00	200.00	New SMC section
GOLF	Cash	4600	Golf	n/a	7.03.121	Golf Courses, City Hall change, small purchases	1,000.00	1,000.00	-	
DEVELOPMENT SERVICES CENTER	Cash	4700	Building/BDS	11211	7.03.050	Miscellaneous purchases	500.00	1,500.00	1,000.00	Repeal SMC 07.03.180; Move SMC authority to 07.03.050; name change; additional funds needed
FLEET SERVICES	Cash	5100	Fleet	11225	7.03.095	Small Cash purchases	400.00	1,000.00	600.00	Additional funds needed
RISK MANAGEMENT	Bank Account	5800	Risk	11228	7.03.134	Reimburse 3rd Party Claim Admin for liability claims	300,000.00	300,000.00	-	Name change only
Indicates a proposed change in the ordinance.							482,100.00	469,200.00	(12,900.00)	

ORDINANCE NO. C35251

An ordinance relating to imprest accounts, amending SMC sections 07.03.040, 07.03.050, 07.03.060, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.134, 07.03.150, 07.03.162, 07.03.170, 07.03.190, and 07.03.200; repealing SMC sections 07.03.156, 07.03.180, 07.03.300, and 07.03.310; and adding a new section to be numbered 07.03.171.

The City of Spokane does ordain:

Section That SMC section 07.03.040 is amended to read as follows:

07.03.040 Rules and Regulations

- A. The ~~((mayor))~~ accounting director establishes in writing rules and regulations regarding disbursement, replenishment, accounting and use of imprest funds.
- B. The accounting director authorizes travel advances and adopts the rules and regulations for authorization, documentation, accounting and recovery of unspent advances, in accordance with state statutes and regulations.

Section That SMC section 07.03.050 is amended to read as follows:

07.03.050 ~~((Building Services Department))~~ Development Services Center

There is established in the building services department an imprest fund in an amount not to exceed one thousand five hundred dollars for the purpose of making change for permit fees and other small miscellaneous payments.

Section That SMC section 07.03.060 is amended to read as follows:

07.03.060 City Clerk

- ~~((A.))~~ There is established in the city clerk department an imprest fund in an amount not to exceed one hundred dollars to be used in making change for the payment of document copying services. No purchases will be made.

Section That SMC section 07.03.075 is amended to read as follows:

07.03.075 ~~((Community Development))~~ Community, Housing and Human Services Department

There is established in the (~~community development~~) community, housing and human services department an imprest fund in an amount not to exceed two hundred dollars for minor disbursements in connection with the community development block grant.

Section That SMC section 07.03.090 is amended to read as follows:

07.03.090 ((Fire)) Emergency Medical Services Department

- A. There is established in the (~~fire~~) emergency medical services (EMS) department an imprest fund in an amount not to exceed seven hundred dollars to be used for making change, for the payment of postage due on incoming mail, and for the purchase of small incidental office supplies in the ordinary course of operation.
- B. There is established in the emergency medical services department a travel expense cash advance fund in the amount of seven thousand five hundred dollars to be used for making cash advance payments for travel expenses of EMS officers and employees on official business. The fund is kept on deposit in a local bank.

Section That SMC section 07.03.095 is amended to read as follows:

07.03.095 Fleet Services Department

There is established in the fleet services department an imprest fund in an amount not to exceed (~~four hundred~~) one thousand dollars for use in purchasing vehicle licenses and making small cash purchases.

Section That SMC section 07.03.100 is amended to read as follows:

07.03.100 Library

- A. There is established in the Spokane public library an imprest fund in an amount not to exceed three thousand dollars for use in making change, small cash purchases and other small miscellaneous payments.
- B. There is established in the Spokane public Library a travel expense cash advance fund in the amount of ten thousand dollars to be used for making cash advance payments for travel expenses of Library officers and employees on official business. The fund is kept on deposit in a local bank. The Library Director is custodian of the fund.

Section That SMC section 07.03.134 is amended to read as follows:

07.03.134 ((~~Risk Management – Claims Administration~~)) Risk Management Department

There is established in the risk management department an imprest fund in an amount not to exceed three hundred thousand dollars. The fund shall be used to reimburse the City's third-party claim administrator for liability claims.

Section That SMC section 07.03.150 is amended to read as follows:

07.03.150 Police Department – Administration

- A. There is established in the police department an administration imprest fund in an amount not to exceed one thousand five hundred dollars.
- B. There is established in the police department a travel expense cash advance fund in the amount of fifteen thousand dollars to be used for making cash advance payments for travel expenses of police officers and employees on official business. The fund is kept on deposit in a local bank.

Section That SMC section 07.03.156 entitled "Police Targeted Crime Unit" is repealed.

Section That SMC section 07.03.162 is amended to read as follows:

07.03.162 ((~~Streets~~)) Street Department

- ((A.)) There is established in the street department, traffic operations section, an imprest fund in an amount not to exceed five hundred dollars to be used by the electronic service center, traffic control maintenance, and the signs and markers divisions for the purchase of electronic replacement parts for emergency repairs and for other minor purchases.

Section That SMC section 07.03.170 is amended to read as follows:

07.03.170 Solid Waste ((~~Management~~)) Disposal Department

- ((A.)) There is established in the solid waste ((~~fund~~)) disposal department an imprest fund for the use ((~~of employees of the solid waste management department~~)) in

making change ((in their dealings))with the public for the use of the disposal facilities. The fund is established in an amount not to exceed ((twenty)) nine thousand dollars.

~~((B. There is established in the solid waste fund an imprest fund in an amount not to exceed five hundred dollars for use in making small purchases in the course of official City business at the solid waste management office.))~~

Section That a new section be added to ch. 07.03 to be numbered SMC section 07.03.171 to read as follows

07.03.171 Solid Waste Collection Department

There is established in the solid waste collection department an imprest fund in an amount not to exceed two hundred dollars for use in making small purchases in the course of official City business at the solid waste collection office.

Section That SMC section 07.03.180 entitled "Engineering Services Department" is repealed.

Section That SMC section 07.03.190 is amended to read as follows:

07.03.190 My Spokane

~~((A.))~~ There is established in the My Spokane Office an imprest fund in an amount not to exceed four thousand dollars to be used as the cashier's change fund as part of their normal operations.

Section That SMC section 07.03.200 is amended to read as follows:

07.03.200 Accounting Department

- A. There is established in the accounting department an imprest cash fund in an amount not to exceed one thousand dollars for use in making small cash purchases and other small miscellaneous payments.
- B. There is established in the accounting department an imprest fund in an amount not to exceed eleven thousand dollars for use in the processing of nonsufficient funds checks returned to the City.

- C. There is established in the accounting department an imprest fund in an amount not to exceed seven thousand dollars to be used for advance payments of travel expenses for City officers and employees on official business (excluding Police/Fire).

Section That SMC section 07.03.300 entitled "Public Safety Advance Travel Expense Revolving Funds" is repealed.

Section That SMC section 07.03.310 entitled "Travel Expense Revolving Cash Advance Fund" is repealed.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date