

**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!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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 18, 2016

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 BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

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. Administrative Reserve Increase on the Contract with T. LaRiviere, (Athol, ID) for 1st Avenue from Helena Street to Altamont Street—\$1,260.42 for a total administrative reserve of \$198,431.10 or 38% of the contract price.
Ken Brown | Approve | PRO 2015-0021
ENG 2014118 |
| 2. Low Bid of (to be determined at bid opening to be held on April 11, 2016) (City, St) for Wellesley Roundabout - Relocation of Utilities—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside.
Dan Buller | Approve | PRO 2016-0016
ENG 2015167 |
| 3. Contract with Infor Public Sector Inc. (Alpharetta, GA) to license, use and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2016 to April 30, 2016—\$69,111.43.
Bobby Williams | Approve | OPR 2014-0212 |

- | | | |
|--|-----------------------------------|--|
| 4. Accept Continuum of Care Program Award from Housing and Urban Development and authorize CHHS to enter into multiple contracts with the awarded projects—\$3,086,783.
Sheila Morley | Approve | OPR 2016-0327 |
| 5. Second Amendment to Site Lease Acknowledgement for telecommunications with T-Mobile West Tower, LLC c/o Crown Castle USA, Inc.—\$110,581 Revenue.
James Sakamoto | Approve | OPR 2004-0298 |
| 6. Agreement with Spokane County to pay for partial salary, supplies, and regional projects as agreed upon from October 1, 2014 to September 30, 2018. The City shall be the fiscal agent to the County—\$66,156.00.
Justin Lundgren | Approve | OPR 2016-0328 |
| 7. Value Blanket Orders with: | Approve | |
| a. Please Printing and Abadan Reprographics for Quick Copy Services from April 1, 2016 to March 31, 2019—annual amount not to exceed \$125,000 (incl. tax). | | OPR 2016-0329
OPR 2016-0337
RFP 4154-15 |
| b. Allied Envelope Co., Copy Rite, and Garland for print services from April 1, 2016 to March 31, 2019—not to exceed \$225,000 (incl. tax).
Brian Coddington | | OPR 2016-0334
OPR 2016-0335
OPR 2016-0336
RFP 4182-15 |
| 8. Increase annual estimated expenditure for the purchase of Cisco hardware and software from Cerium Networks (Spokane, WA) utilizing WA state Contract #01114/AR233 from January 1, 2016 to December 31, 2016, from \$150,000 to \$350,000 (plus tax & shipping).
Michael Sloon | Approve | OPR 2016-0007 |
| 9. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2016-0002 |
| 10 City Council Meeting Minutes: _____, 2016. | Approve
All | CPR 2016-0013 |

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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

CHHS Board: Four Appointments

Confirm CPR 2012-0033

ADMINISTRATIVE 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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0036 Regarding the Projects of Citywide Significance Incentive Policy.
Andrew Worlock
- RES 2016-0037 Regarding the Public Development Authority Asset Transfer Policy.
Andrew Worlock
- ORD C35377 (To be considered under Hearings Item H1.)

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35263 Vacating the west 17 feet of Wall Street from the north line of Main
(As Amended) Avenue to the south line of the alley between Main Avenue and
Spokane Falls Boulevard.
Eldon Brown
- ORD C35379 Relating to sustainable public building standards for Capital
Improvement Projects; amending section 7.17.020 of the Spokane
Municipal Code and enacting new sections 12.05.005 and 12.05.030 to
the Spokane Municipal Code.
Council President Stuckart
- ORD C35380 Relating to initiatives and referendums; amending sections 2.02.020,
2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110,
2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.
Council President Stuckart
- ORD C35381 Relating to the Municipal Court; amending section 5A.05.020 of the
Spokane Municipal Code.
Council Member Kinnear
- ORD C35382 Relating to the Probation Department of the Municipal Court; amending
section 3.01A.710 of the Spokane Municipal Code.
Council Member Kinnear
- FURTHER ACTION DEFERRED
-

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | |
|--|--------------------------------|------------|
| H1. Final Reading Ordinance C35377 establishing and codifying East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code. (Deferred from March 28, 2016, Agenda)
Boris Borisov | Pass Upon
Roll Call
Vote | ORD C35377 |
|--|--------------------------------|------------|

Motion to Approve Advance Agenda for April 18, 2016
(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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The April 18, 2016, Regular Legislative Session of the City Council is adjourned to April 25, 2016.

NOTES

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

04/18/2016

Date Rec'd

4/5/2016

Clerk's File #

PRO 2015-0021

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

KEN BROWN 625-7727

Contact E-Mail

KBROWN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - ADMIN RESERVE INCREASE - T. LARIVIERE

Cross Ref #**Project #**

2014118

Bid #**Requisition #**

BT

Agenda Wording

Authorization to increase the administrative reserve on the contract with T. LaRiviere, (Athol, ID) for 1st Avenue from Helena Street to Altamont Street - for an increase of \$1,260.42 for a total administrative reserve of \$198,431.10 or 38% of the

Summary (Background)

This project was significantly expanded to include a new storm water system after the project was advertised and awarded. A request for additional administrative reserve of \$145,000 was authorized in late August 2015 based on estimated costs for this system. This revision to the project resulted in many small changes that affected the end cost of the overall project. Therefore, it will be necessary to increase the administrative reserve an additional \$1,260.42 or .2%.

Fiscal Impact**Budget Account**

Expense \$ 1,260.42

6785-49825-42800-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

Public Works 4/11/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

kkeck@spokanecity.org

Purchasing

htrautman@spokanecity.org

jahensley@spokanecity.org

kgoodman@spokanecity.org

jlargent@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

contract price. (East Central Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
April 11, 2016

Subject

Request for additional administrative reserve: 1st Avenue from Helena Street to Altamont Street, project number 2014118

Background

This project was significantly expanded to include a new storm water system after the project was advertised and awarded. A request for additional administrative reserve of \$145,000 was authorized in late August 2015 based on estimated costs for this system. This revision to the project resulted in many small changes that affected the end cost of the overall project.

In addition to those changes there were two items from the original project that significantly overran on quantities. These were: 1) asphalt prelevel used to fill and shape the existing asphalt surface to make it more uniform ahead of the asphalt overlay and 2) the 2" asphalt overlay.

HMA Prelevel overrun: \$25,676.00
2" HMA overlay overrun: \$5,097.00

This project is complete and the final payment has been prepared. The Contractor has agreed with the final costs and has signed the final payment voucher. Additional administrative reserve of \$1,260.42 is requested to make this final payment.

Original Contract Amount:	\$521,706.75
Original Administrative Reserve:	52,170.68
Added Admin. Reserve 8/31/15:	145,000.00
This request:	<u>1,260.42</u>
Total Project Cost:	\$720,137.85

Impact

The streets were closed to all local traffic.

Action

Recommend approval.

Funding

This project is being funded with Wastewater funds.

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

04/18/2016

Date Rec'd

4/5/2016

Clerk's File #

PRO 2016-0016

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - LOW BID AWARD - BLANK AGENDA

Cross Ref #**Project #**

2015167

Bid #**Requisition #****Agenda Wording**

Low Bid of (to be determined at bid opening to be held on April 11, 2016) (City, St) for Wellesley Roundabout - Relocation of Utilities - \$ _____. An administrative reserve of \$ _____, which is 10% of the contract price, will be set aside.

Summary (Background)

On April 11, 2016 bids were opened for the above project. The low bid was from ____ in the amount of \$ ____, which is \$ ____ or ____% the Engineer's Estimate. The Engineer's estimate for this project is \$607,197.50

Fiscal Impact**Budget Account**

Expense \$ 607,197.50

4250 42300 94000 56501 04100

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

Public Works 11/23/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

kkeck@spokanecity.org

Purchasing

htrautman@spokanecity.org

kgoodman@spokanecity.org

jahensley@spokanecity.org

jlargent@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(Hillyard Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
November 23, 2015

Subject

Wellesley Roundabout – Relocation of Utilities (2015167)

Background

As part of DOT's North-South Corridor (NSC), project, DOT will be constructing a roundabout at the Wellesley/Freya intersection. The City has various utilities in this intersection, some of which are sufficiently old that they require replacement prior to construction of this roundabout. Those utilities include a 30-inch, a 10-inch and an 8-inch water main as well as an 8-inch sewer main. The utilities will generally be replaced in the same location and with the same size as currently exists.

Because these improvements need to be constructed by approximately June 1, 2016 and because of Engineering Services already full design schedule due to numerous CSO and street levy projects, it is necessary to hire a consultant to do the design of this project. Because of the size of the project, the consultant was selected from the City's A&E list without the RFQ process. The selected consultant was Varela & Associates of Spokane.

Public Impact

The hiring of consultants, the subject of this briefing paper, has no direct impact on the public. The project itself will be advertised approximately March 1, 2016 with construction beginning on approximately May 1, 2016 and lasting approximately four weeks.

An extensive public outreach will be conducted during design.

Action

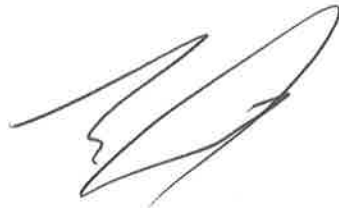
Information is provided for Council background. The proposed agreement with the consultant will be on the December 7, 2015 Council agenda.

Funding

DOT will pay for both design and construction of the improvements described above.

Attachments

Project location map.

A handwritten signature in black ink, appearing to be 'KT' or similar, located at the bottom of the page.

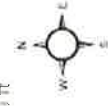
Wellesley Roundabout Sewer and Water Relocations

Printed by: mpaapch

Print date: 11/3/2015

Legend

- Proposed SS Manhole
- Proposed 8 IN SS
- Proposed SS Side Service
- Proposed 8 IN DI Water
- Proposed 30IN DI Water
- Proposed 12 IN DI Water



THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is not guaranteed to be accurate. It is intended for informational purposes only and should not be used as a basis for any legal action.



City Of Spokane
Engineering Services Department
***** Engineer's Final Estimate *****

Project Number: 2015167

Project Description Wellesley Roundabout - Relocation of
Funding Source Utilities

Original Date 3/16/2016 1:41:49 PM

Update Date 3/16/2016 1:43:40 PM

Preparer Oanh Delgado

Addendum

Project Number: 2015167

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01		Sales tax shall NOT be included in unit prices		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
102	SPCC PLAN	1 LS	*****	950.00
103	POTHOLING	3 EA	350.00	1,050.00
104	EXCAVATE AND EXPOSE INTERSECTION WATER PIPING	1 LS	*****	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,000.00
106	MOBILIZATION	1 LS	*****	31,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00
108	SPECIAL SIGNS	348 SF	20.00	6,960.00
109	PORTABLE CHANGEABLE MESSAGE SIGN	600 24HR	7.00	4,200.00
110	TYPE III BARRICADE	28 EA	50.00	1,400.00
111	REMOVE EXISTING CURB	40 LF	10.00	400.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	84 SY	25.00	2,100.00
113	SAWCUTTING CURB	3 EA	40.00	120.00
114	SAWCUTTING RIGID PAVEMENT	272 LFI	5.00	1,360.00
115	SAWCUTTING FLEXIBLE PAVEMENT	7880 LFI	0.60	4,728.00
116	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	450.00	900.00
117	CRUSHED SURFACING TOP COURSE	15 CY	50.00	750.00
118	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	70.00	280.00
119	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64- 28, 2 INCH THICK	3500 SY	30.00	105,000.00
120	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3500 SY	15.00	52,500.00
121	MANHOLE TYPE I-48, BASIC PRICE	4 EA	2,700.00	10,800.00
122	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	4 EA	600.00	2,400.00
123	RECONSTRUCT MANHOLE INVERT	1 EA	900.00	900.00
124	MANHOLE TEST	2 EA	500.00	1,000.00
125	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	300.00	1,500.00
126	RECONNECT SIDE SEWER	2 EA	800.00	1,600.00
127	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00
128	PLUGGING EXISTING PIPE	8 EA	200.00	1,600.00
129	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,800.00

Project Number: 2015167

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
<i>Schedule 01</i>		Sales tax shall NOT be included in unit prices		
130	ENCASE WATER/SEWER AT CROSSINGS	3 EA	1,200.00	3,600.00
131	CLEANING EXISTING SANITARY SEWER	3 EA	600.00	1,800.00
132	DI PIPE FOR WATER MAIN 30 IN. DIAM.	1140 LF	180.00	205,200.00
133	DI PIPE FOR WATER MAIN 12 IN. DIAM.	807 LF	0.00	0.00
134	DI PIPE FOR WATER MAIN 8 IN. DIAM.	585 LF	55.00	32,175.00
135	DI PIPE FOR WATER MAIN 6 IN. DIAM.	30 LF	55.00	1,650.00
136	TRENCH SAFETY SYSTEM	1 LS	*****	3,800.00
137	BLOWOFF ASSEMBLY (Y-103A)	1 EA	5,000.00	5,000.00
138	REMOVAL OF EXISTING 30 IN. DIAM. WATER MAIN	943 LF	12.00	11,316.00
139	REMOVAL OF EXISTING 24 IN. DIAM. WATER MAIN	168 LF	10.00	1,680.00
140	REMOVAL OF EXISTING 6 IN. - 12 IN. DIAM. WATER MAIN	1695 LF	6.50	11,017.50
141	COMBINATION AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 1 IN.	1 EA	2,200.00	2,200.00
142	COMBINATION AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	2 EA	2,300.00	4,600.00
143	HYDRANT OFFSET ASSEMBLY	1 EA	6,000.00	6,000.00
144	TRENCH EXCAVATION FOR WATER SERVICE TAP	18 EA	1,000.00	18,000.00
145	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	354 LF	50.00	17,700.00
146	SIDE SEWER PIPE 6 IN. DIAM.	182 LF	50.00	9,100.00
147	SIDE SEWER PERMIT	3 EA	80.00	240.00
148	ESC LEAD	1 LS	*****	1,600.00
149	INLET PROTECTION	9 EA	100.00	900.00
150	STREET CLEANING	12 HR	160.00	1,920.00
151	TOPSOIL TYPE A, 2 INCH THICK	100 SY	10.00	1,000.00
152	SOD INSTALLATION	100 SY	20.00	2,000.00
153	SEEDING FERTILIZING AND MULCHING	100 SY	4.00	400.00
154	SIGNING, PERMANENT	1 LS	*****	1,500.00
155	PAYMENT MARKING - PAINT	1170 SF	0.00	0.00
<i>Schedule Totals</i>				607,197.50

SCHEDULE SUMMARY									
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	607,197.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	607,197.50

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

04/18/2016

Date Rec'd

4/1/2016

Clerk's File #

OPR 2014-0212

Renews #**Submitting Dept**

FIRE

Cross Ref #**Contact Name/Phone**

BOBBY WILLIAMS 625-7001

Project #**Contact E-Mail**

BWILLIAMS@SPOKANEFIRE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1970 FIRE/EMS DEPARTMENT - ANNUAL CAD SOFTWARE MAINTENANCE

Agenda Wording

Contract with INFOR PUBLIC SECTOR INC. (Alpharetta GA) to license, use and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2016 to April 30, 2016. Contract cost is \$69,111.43.

Summary (Background)

This is a contract renewal of ongoing annual software maintenance to the Fire Department CAD Systems. An upgrade to the CAD system in 2010 required interfacing with the EnRoute software. Maintenance of the system is necessary for compliance with the Fire Department's contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. EnRoute Emergency Systems, Inc. merged with Infor Public Sector Inc. in December 2012.

Fiscal Impact**Budget Account**

Expense \$ 69,111.43

1630-35210-28200-54820-99999

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session

PSC 03/21/12016

Division Director

SCHAEFFER, BRIAN

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

korlob, kripsey,klamoreaux

For the Mayor

SANDERS, THERESA

bschaeffer,tkestell

Additional Approvals

kkeck

Purchasing



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

**AMENDMENT DOCUMENT 103-S030301
ATTACHMENT A-16**

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between Infor Public Sector, Inc. as successor to EnRoute Emergency Systems LLC ("Infor") and **Spokane Fire Department** ("Customer") shall be amended as follows:

1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for a term of one (1) year only, commencing May 1, 2016 and terminating April 30, 2017. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-16 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

Accepted by Customer:

Authorized Signature

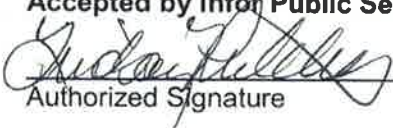
Print Name/Title

Date

Approved as to form:

Assistant City Attorney

Accepted by Infor Public Sector, Inc.:



Authorized Signature

Lindsay Pritchard
Associate General Counsel

Print Name/Title

March 14, 2016

Date

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

OPR 2016-0327

Renews #**Cross Ref #****Submitting Dept**

COMMUNITY, HOUSING & HUMAN SERVICES

Contact Name/Phone

SHEILA MORLEY 625-6052

Project #**Contact E-Mail**

SMORLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680- CONTINUUM OF CARE PROGRAM TIER 1 AWARDS

Agenda Wording

The CHHS department seeks acceptance of the CoC Program Award of \$3,086,783 from Housing and Urban Development and enter into contract with the awarded projects.

Summary (Background)

The CoC Program provides the financial backbone to individual projects serving the homeless population in Spokane County. Tier 1 funding includes 15 renewal and 5 new projects. New projects will increase the number of permanent supportive housing units for chronically homeless, rapid re-housing assistance for households without children, Coordinated Assessment, planning and administering the CoC program, and HMIS system support. Tier 2 awards of up to \$1,051,182 will be announced later in 2016.

Fiscal Impact**Budget Account**

Revenue \$ \$3,086,783

1541-95468-99999-33114

Expense \$ \$3,086,783

1541-95468-65410-54201

Select \$

#

Select \$

#

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

CROW, ROB

Study Session

PED 4/18/16

Division Director

MALLAHAN, JONATHAN

Other

CHHS Board 4/6/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

BRIEFING PAPER
Community, Housing and Human Services Department
FY2015 CoC Program Tier 1 Award
3/18/2016

Subject

Each year the CHHS Department competes nationally through the Continuum of Care Program to support renewal funding for all HUD funded projects. HUD released their Notice of Funding Availability (NOFA) on September 17, 2015 and Tier 1 awards were announced on March 8, 2016. Tier 1 awards provide \$3,086,783 for 20 projects. A list of the projects awarded is attached.

Background

As part of the CoC Program Competition requirements, our CoC is required to review, score, and rank each renewal project as part of the application process. This responsibility was taken by the CHHS Board and their ad-hoc designation Review and Evaluation Committee. CoC renewal project applications were submitted on May 13, 2015. New project applications were submitted on 10/15/16 and reviewed by the CHHS Review and Evaluation Committee. Renewal and new projects were ranked into two priority Tiers and submitted with the HUD application based on the Committee recommendations.

Impact

Our annual CoC Program funding provides the financial backbone to individual projects serving the homeless population in Spokane County. These projects provide rent assistance, leasing, operations and support services in permanent housing, transitional housing in addition to support services to homeless individuals and families. Tier 1 funding includes 15 renewal projects and 5 new projects. New projects will increase the number of permanent supportive housing units for chronically homeless, rapid re-housing assistance for households without children, Coordinated Assessment, planning and administering the CoC program and Homeless Management Information System support. Tier 2 awards will be announced at a later date in 2016. The CoC Tier 2 application included 7 projects for a total of \$1,051,182.

Action

The department seeks acceptance of the CoC Program Award of \$3,086,783 from Housing and Urban Development and enter into contract with the awarded projects.

Funding

Funding for this project comes from the United States Housing and Urban Development.

		Requested Funding	Project Name	Population Served	Awarded Amount
Tier 1		\$165,658	WA-288 Catholic Charities Rapid Rehousing Project	HH w/ children	\$ 167,818
		\$262,370	WA-302 Catholic Charities RRH Project for families	HH w/ children	\$ 265,250
		\$178,340	WA-285 Catholic Charities/ Housing First Project	Chronic Homeless	\$ 180,610
		\$64,529	WA-109 Catholic Charities/ SMS Transitional Housing	HH w/ children	\$ 64,529
		\$151,648	WA-119 SNAP Small Cities Rapid Re-Housing	HH w/o child	\$ 153,112
		\$136,010	WA-118 SNAP Rural Rent Assistance	Youth	\$ 136,010
		\$172,134	WA-122 SNAP RRH for Families	HH w/o child	\$ 174,330
		\$75,144	WA-126 VOA Alex's House	Youth	\$ 75,144
		\$274,540	WA-129 VOA Off Site PSH	Chronic Homeless	\$ 279,151
		\$122,815	WA-218 VOA Samaritan III	Chronic Homeless	\$ 125,122
		\$198,113	WA-130 VOA / Samaritan 05-06	Chronic Homeless	\$ 201,082
		\$51,548	WA-128 VOA Hope House PSH	Chronic Homeless	\$ 52,223
		\$191,635	WA-113 SNAP/VOA Comprehensive	Youth	\$ 191,635
		\$177,489	City of Spokane HMIS Project	System	\$ 177,489
		\$148,000	Coordinated Assessment- SHCA	System	\$ 148,000
		\$330,000	CC New Housing First PSH Project	Chronic Homeless	\$ 332,649
		\$210,000	Rapid Re-Housing for Households without Children	HH w/o child	\$ 213,720
		\$21,861	WA-125 Transitions Women's Hearth	Single Women	\$ 21,861
		\$22,555	WA-127 VOA Crosswalk	Youth	\$ 22,555
		\$104,493	City of Spokane Planning	System	\$ 104,493
					\$ 3,086,783
Tier 2		\$312,457		HH w/children	Tier 2 Awards will be announced at a later date in 2016.
		\$269,640	WA-111 VOA- Permanent Supportive Housing	Chronic Homeless	
		\$143,136	WA-248- Catholic Charities /YWCA Family PSH	Chronic HH w/child	
		\$85,856	WA-123- Transitions / Miryam's House	Single Women	
		\$92,732	WA-265 Transitions - Family PSH	Chronic HH w/child	
		\$104,994	WA-124- Transitions / Transitional Living Center	HH w/ children	
		\$42,367	WA1133 YWCA TH Project	HH w/ children	

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

04/18/2016

Date Rec'd

4/11/2016

Clerk's File #

OPR 2004-0298

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Contact Name/Phone

JAMES 509-625-7854

Contact E-Mail

JSAKAMOTO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4100- SECOND AMENDMENT OF TELECOMMUNICATION SITE LEASE

Agenda Wording

Second amendment of telecommunications Site Lease Agreement with T-Mobile West Tower, LLC c/o Crown Castle USA, Inc.

Summary (Background)

This second amendment to the Site Lease Acknowledgement OPR 04-298 and Memorandum for the following sites: (1) 824570 North Pt. Pump located at 9470 North Colton Street; (2) 826753 Playfair located at 400 North Altamont Street. In connection with the Master Lease Agreement which expired on July 1, 2008 the City of Spokane and T-Mobile West, LLC entered into a Site Lease Agreement dated August 1, 2013 was originally supposed to expire on July 31, 2023. This site lease agreement allowed for (3)

Fiscal Impact**Budget Account**

Revenue \$ 110,581.00

4100-42410-34079-36291-99999

Select \$

#

Select \$

#

Select \$

#

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

SAKAMOTO, JAMES

Study Session**Division Director**

GIMPEL, KEN

Other

PWC - 3/28/2016

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

JSakamoto

For the Mayor

SANDERS, THERESA

NNewcomb

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

5-year terms with a termination date of July 31, 2038. This is the Second Amendment to the contract stating that the parties acknowledge that the First Amendment was executed by T-Mobile West, LLC, an entity which may have lacked authority to enter into the First Amendment.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

**SECOND AMENDMENT TO
SITE LEASE ACKNOWLEDGMENT**

THIS SECOND AMENDMENT TO SITE LEASE ACKNOWLEDGMENT (the "Second Amendment") is entered into this ____ day of _____, 2016, by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Western PCS BTA I Corporation, as agent for Cook Inlet Western Wireless PV/SS PCS, L.P. ("Original Lessee") entered into a Master Lease Agreement ("MLA") dated December 11, 1997; and

WHEREAS, in connection with the MLA, Lessor and Original Lessee entered into a Site Lease Acknowledgement ("SLA") dated March 31, 1998, whereby Original Lessee leased certain real property, together with access and utility easements, located in Spokane County, Washington from Lessor (the "Premises"), all located within certain real property owned by Lessor (the "Property"); and

WHEREAS, the SLA had an initial term that commenced on August 1, 1998, and expired on July 31, 2008. The SLA provides for two (2) extensions of five (5) years each. According to the SLA, the final extension expires July 31, 2018; and

WHEREAS, Lessor and T-Mobile West LLC entered into that certain SLA Extension Amendment dated August 1, 2013 (the "First Amendment"), providing for a revised initial term that commenced August 1, 2013, and expires on July 31, 2023. The First Amendment provides for (3) renewal terms of five (5) years each. Pursuant to the First Amendment, the final renewal term expires on July 31, 2038; and

WHEREAS, T-Mobile West Tower LLC is currently the Lessee under the MLA and SLA, as ultimate successor in interest to Original Lessee; and

WHEREAS, Lessor and Lessee desire to amend the SLA on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Ratification of First Amendment. The parties acknowledge that the First Amendment was executed by T-Mobile West LLC, an entity which may have lacked authority to enter into the First Amendment. The parties hereby ratify and adopt the First Amendment in its entirety.

2. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the MLA and SLA; the MLA and SLA are in full force and effect, as amended herein; and the MLA and SLA, as amended, contain the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the MLA and SLA as amended.

3. Notices. Lessee's notice address as stated in Section 23.6 of the MLA is amended as follows:

LESSEE'S PRIMARY CONTACT

T-MOBILE WEST TOWER LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

4. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Lessee. In the event Lessor's interest in the Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee

with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

5. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the MLA and SLA remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the MLA, SLA or any prior amendment, the terms of this Second Amendment shall control. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution pages follow]

This Second Amendment is executed by Lessor as of the date first written above.

LESSOR:
CITY OF SPOKANE,
a municipal corporation of the State of
Washington

By: _____
Print Name: _____
Title: _____

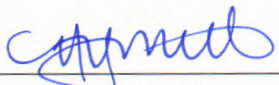
[Lessee execution page follows]

This Second Amendment is executed by Lessee as of the date first written above.

LESSEE:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: 
Print Name: Helen Smith
Title: Real Estate Transaction Manager

**SECOND AMENDMENT TO
SITE LEASE ACKNOWLEDGMENT**

THIS SECOND AMENDMENT TO SITE LEASE ACKNOWLEDGMENT (the "Second Amendment") is entered into this 15 day of June, 2016, by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Western PCS BTA I Corporation, as agent for Cook Inlet Western Wireless PV/SS PCS, L.P. ("Original Lessee") entered into a Master Lease Agreement ("MLA") dated December 11, 1997; and

WHEREAS, in connection with the MLA, Lessor and Original Lessee entered into a Site Lease Acknowledgement ("SLA") dated March 31, 1998, whereby Original Lessee leased certain real property, together with access and utility easements, located in Spokane County, Washington from Lessor (the "Premises"), all located within certain real property owned by Lessor (the "Property"); and

WHEREAS, the SLA had an initial term that commenced on August 1, 1998, and expired on July 31, 2008. The SLA provides for two (2) extensions of five (5) years each. According to the SLA, the final extension expires July 31, 2018; and

WHEREAS, Lessor and T-Mobile West LLC entered into that certain SLA Extension Amendment dated August 1, 2013 (the "First Amendment"), providing for a revised initial term that commenced August 1, 2013, and expires on July 31, 2023. The First Amendment provides for (3) renewal terms of five (5) years each. Pursuant to the First Amendment, the final renewal term expires on July 31, 2038; and

WHEREAS, T-Mobile West Tower LLC is currently the Lessee under the MLA and SLA, as ultimate successor in interest to Original Lessee; and

WHEREAS, Lessor and Lessee desire to amend the SLA on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Ratification of First Amendment. The parties acknowledge that the First Amendment was executed by T-Mobile West LLC, an entity which may have lacked authority to enter into the First Amendment. The parties hereby ratify and adopt the First Amendment in its entirety.

2. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the MLA and SLA; the MLA and SLA are in full force and effect, as amended herein; and the MLA and SLA, as amended, contain the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the MLA and SLA as amended.

3. Notices. Lessee's notice address as stated in Section 23.6 of the MLA is amended as follows:

LESSEE'S PRIMARY CONTACT

T-MOBILE WEST TOWER LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

4. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Lessee. In the event Lessor's interest in the Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee

with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

5. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the MLA and SLA remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the MLA, SLA or any prior amendment, the terms of this Second Amendment shall control. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution pages follow]

This Second Amendment is executed by Lessor as of the date first written above.

LESSOR:

CITY OF SPOKANE,
a municipal corporation of the State of
Washington

By: _____

Print Name: _____

Title: _____

[Lessee execution page follows]

This Second Amendment is executed by Lessee as of the date first written above.

LESSEE:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: 
Print Name: Helen Smith
Title: Real Estate Transaction Manager

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

04/18/2016

Date Rec'd

4/5/2016

Clerk's File #

OPR 2016-0328

Renews #**Cross Ref #**

OPR 2015-0435

Submitting Dept

POLICE

Contact Name/Phone

JUSTIN 835-4527

Project #**Contact E-Mail**

JLUNDGREN@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 16760

Agenda Item Name

0680-SUB RECIPIENT AGREEMENT WITH SPOKANE COUNTY-JAG 2015

Agenda Wording

Agreement with Spokane County to pay for partial salary, supplies, and regional projects as agreed upon from 10/1/14 to 9/30/18. The City shall be the fiscal agent to the County for the amount of \$66,156.00.

Summary (Background)

The Police Department has previously been awarded grant 2015-DJ-BX-0549 from the Dept. of Justice for the 2015 Byrne Justice Assistant Grant (JAG 15). The City of Spokane is acting as the fiscal agent for the grant. This contract is an agreement with Spokane County to use the funding for a legal secretary and a Detective for three months. The agreement includes both the County Sherriff and Prosecutor for a total \$66,156.00.

Fiscal Impact**Budget Account**

Expense \$ 66,156.00

1620-91723-21100-54201

Select \$

#

Select \$

#

Select \$

#

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

LYNDS, SARAH

Study Session**Division Director**

LYNDS, SARAH

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

achirowamangu

For the Mayor

SANDERS, THERESA

ewade

Additional Approvals

sstopher

Purchasing

agsmith@spokanecounty.org

kgrytdal@spokanecounty.org

AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY IN CONJUNCTION WITH FY15 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT

1. Grantee Spokane County 1116 W. Broadway Avenue Spokane, WA 99260		2. Contract Amount <div style="text-align: center; font-weight: bold;">\$66,156</div>	3. Tax ID# 91-6001370
5. Grantee Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Avenue Spokane, WA 99260 Phone: (509) 477-7273 kgrytdal@spokanecounty.org		4. DUNS# 010205078	
6. City's Representative Sarah Lynds City of Spokane Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 slynds@spokanepolice.org			
7. Original Grant ID# <div style="text-align: center; font-weight: bold;">2015-DJ-BX-0549</div>	8. Start Date 10/01/15	9. End Date 9/30/2018	
10. Funding Source: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> </div>			
11. Federal Funds (as applicable) \$147,013	CFDA # 16.738	Federal Agency: U.S. Department of Justice	
12. Contractor Selection Process: (check all that apply or qualify) <div style="display: flex; flex-direction: column; gap: 5px;"> <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder </div>		13. Contractor Type: (check all that apply) <div style="display: flex; flex-direction: column; gap: 5px;"> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit </div>	
14. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.			
15. CITY and the COUNTY, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A"-Scope of Work, (3) Attachment "B" Budget, (4) Attachment "C" Statement of Assurances, (5) Attachment "D" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "E" FFATA, (7) Attachment "F" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "G" National Environmental Policy Act, (9) Attachment "H" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "I" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "J" CCR Registration of Sub-Recipient DUNS Numbers .			
FOR THE GRANTEE :		FOR COUNTY:	
Signature _____ Date _____		Signature _____ Date _____	
Name _____		Name _____	
Title _____		Title _____	

(FACE SHEET)

AGREEMENT

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

W I T N E S S E T H:

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

WHEREAS, Grant 2015-DJ-BX-0549 was awarded subject to CFDA 16.738; and

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

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

The PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this AGREEMENT is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will disburse grant funds to the COUNTY.

SECTION NO. 2: SERVICES

COUNTY shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: GRANT PASS-THROUGH TERMS & CONDITIONS

The terms and conditions to the Edward Byrne Memorial Justice Assistance Grant (JAG) 2015-DJ-BX-0549 are attached to this AGREEMENT (Appendix "A") and are incorporated into this AGREEMENT. The PARTIES agree to comply with the Grant terms and conditions. The COUNTY (Sub-recipient) will be subject to the same special conditions as the fiscal agent as specified in Attachment "A".

SECTION NO. 5: COMPENSATION

CITY shall reimburse COUNTY an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". COUNTY's reimbursement for services set forth in Attachment "A" shall be in accordance with

the terms and conditions set forth in the Budget attached hereto as Attachment “B” and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the CITY’s representative designated hereinafter. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the CITY. Requests for reimbursement by COUNTY shall be made on or before the 20th of each month for the previous month’s expenditures. In conjunction with each reimbursement request, COUNTY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December’s reimbursement request must be received no later than January 10th to be allowable under grant. Reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is July 31, 2018.

Requests for reimbursement shall be submitted electronically to:

**Spokane Police Department
Administration Office
1100 West Mallon Avenue
Spokane, WA 99260**

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

SECTION NO. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY is interested only in the results that can be achieved, and the conduct and control of the activities as set forth in Section No. 1 and described in Attachment “A” will be solely with the COUNTY. No agent, employee, servant or otherwise of COUNTY shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of COUNTY are not entitled to any of the benefits that the CITY provides for CITY employees. COUNTY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 7: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 8: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))
- D. Office of Management and Budget Circulars – 2 CFR Parts 200
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program.
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11)
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW
- D. Discrimination-human rights commission, Chapter 49.60 RCW
- E. Ethics in public service, Chapter 42.52 RCW
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- G. Open public meetings act, Chapter 42.30 RCW
- H. Public records act, Chapter 42.56 RCW

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

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

SECTION NO. 10: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which COUNTY will receive payment under the provisions of this AGREEMENT.

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the COUNTY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the COUNTY's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part. The COUNTY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

SECTION NO. 12: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the even a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the COUNTY, the COUNTY will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY

The COUNTY shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

The COUNTY is required to ensure compliance with this requirement.

SECTION NO. 13: NEW CIVIL RIGHTS PROVISION

The COUNTY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender

identity, sexual orientation, or disability in any program or activity funded in whole or in party by this Agreement.

SECTION NO. 14: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

COUNTY must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 15: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The COUNTY will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the COUNTY is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY indicating that it is not required to develop an EEOP.

If the COUNTY is required to develop an EEOP but not required to submit the EEOP to the OCR, the COUNTY will submit a certification to the OCR and the CITY certifying that it has an EEOP on file which meets the applicable requirements. If the COUNTY is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the CITY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/ocr/>.

SECTION NO. 16: NON-SUPPLANTING CERTIFICATION

No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to prevent or reduce crime and violence. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

SECTION NO. 17: APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

SECTION NO. 18: TERMINATION FOR CAUSE

In the event the CITY determines that the COUNTY failed to comply with any term or condition of this AGREEMENT in a timely manner, the CITY has the right to suspend or terminate this AGREEMENT. Before suspending or terminating the AGREEMENT, the CITY shall notify the COUNTY in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the AGREEMENT may be terminated or suspended.

In the event of termination or suspension, the COUNTY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g. cost of the competitive bidding, mailing, advertising and staff time.

The CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the COUNTY or a decision by the CITY to terminate the AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the COUNTY: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the CITY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

SECTION NO. 19: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this AGREEMENT, the CITY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the CITY shall be liable only for payment required under the terms of this AGREEMENT for services rendered or goods delivered prior to the effective date of termination.

SECTION NO. 20: TERMINATION PROCEDURES

Upon termination of this AGREEMENT, the CITY, in addition to any other rights provided in this AGREEMENT, may require the County to deliver to the CITY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The CITY shall pay to the COUNTY the agreed upon price, if separately stated, for completed work and services accepted by the CITY, and the amount agreed upon by the COUNTY and the CITY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the CITY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the CITY shall determine the extent of the liability of the CITY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The CITY may withhold from any amounts due the COUNTY such sum as the CITY determines to be necessary to protect the CITY against potential loss or liability.

The rights and remedies of the CITY provided in this section shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the CITY, the COUNTY shall:

1. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the AGREEMENT that is not terminated;
3. Assign to the CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the COUNTY under the orders and subgrants/subcontracts so terminated, in which case the CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the CITY to the extent the CITY may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY.
6. Complete performance of such part of the work as shall not have been terminated by the CITY; and
7. Take such action as may be necessary, or as the CITY may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the COUNTY and in which the CITY has or may acquire an interest.

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

Repayment by the COUNTY of funds under this recapture provision shall occur within the time period specified by the CITY. In the alternative, the CITY may recapture such funds from payments due under this AGREEMENT.

SECTION NO. 21: TREATMENT OF ASSETS

Title to all property furnished by the CITY shall remain in the CITY. Title to all property furnished by the COUNTY, for the cost of which the COUNTY is entitled to be reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest in the CITY upon delivery of such property by the COUNTY. Title to other property, the cost of which is reimbursable to the COUNTY under this AGREEMENT, shall pass to and vest in the CITY upon (i) issuance for use of such property in the performance of this AGREEMENT, or (ii) commencement of use of such property in the performance of this AGREEMENT, or (iii) reimbursement of the cost thereof by the CITY in whole or in part, whichever first occurs.

- A. Any property of the CITY furnished to the COUNTY shall, unless otherwise provided herein or approved by the CITY, be used only for the performance of this AGREEMENT.

- B. The COUNTY shall be responsible for any loss or damage to property of the CITY that results from the negligence of the COUNTY or which results from the failure on the part of the COUNTY to maintain and administer that property in accordance with sound management practices.
- C. If any CITY property is lost, destroyed or damaged, the COUNTY shall immediately notify the CITY and shall take all reasonable steps to protect the property from further damage.
- D. The COUNTY shall surrender to the CITY all property of the CITY prior to settlement upon completion, termination or cancellation of this AGREEMENT.

All reference to the COUNTY under this clause shall also include COUNTY employees, agents, or Subgrantees/Subcontractors.

SECTION NO. 22: CITY REPRESENTATIVE

The CITY hereby appoints and COUNTY hereby accepts the CITY's representative or her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering this AGREEMENT. COUNTY hereby appoints and the CITY hereby accepts COUNTY's representative or his/her designee as identified on the FACE SHEET as COUNTY's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 23: NOTICES

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

SECTION NO. 24: HEADINGS

The Section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 25: MODIFICATION

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 26: WAIVER

No officer, employee, agent or otherwise of the CITY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by COUNTY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the CITY to hereafter enforce each and every such provision.

SECTION NO. 27: INDEMNIFICATION

To the fullest extent permitted by law, the COUNTY shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees, from and against all claims for injuries or death arising out of or resulting from the performance of the grant. "Claim" as used in this grant, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The COUNTY's obligation to indemnify, defend, and hold harmless includes any claim by COUNTY's agents, employees, representatives, or any subgrantee or its employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the CITY for any claim arising out of or incident to the COUNTY's or any subgrantee's performance or failure to perform the grant. The COUNTY's obligation to indemnify, defend, and hold harmless the CITY shall not be eliminated or reduced by any actual or alleged concurrent negligence of the CITY or its officers, agents and employees.

The COUNTY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the CITY and its officers, agents or employees.

SECTION NO. 28: ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. COUNTY has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce COUNTY to execute the same.

SECTION NO. 29: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 30: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this AGREEMENT.

SECTION NO. 31: COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 32: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the CITY and COUNTY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The CITY and the COUNTY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 33: NO THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 34: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 35: POLITICAL ACTIVITIES

Political activity of COUNTY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 36: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this AGREEMENT provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

SECTION NO. 37: PUBLICITY

The COUNTY agrees not to publish or use any advertising or publicity materials in which the CITY's name is mentioned, or language used from which the connection with the CITY's name may reasonably be inferred or implied, without the prior written consent of the CITY.

SECTION NO. 38: TAXES

If this AGREEMENT applies to COUNTY staff, all payments accrued on account of payroll taxes, unemployment contributions, the COUNTY income or gross receipts, any other taxes, insurance or expenses for the COUNTY or its staff shall be the sole responsibility of the COUNTY.

SECTION NO. 39: INSURANCE

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

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

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

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

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

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

Professional Liability, Errors and Omissions Insurance. *(This provision applies only if the grantee or subgrantees are using the services of licensed professionals to perform services described under this Grant).* The COUNTY shall maintain Professional Liability or Errors and Omissions Insurance. The COUNTY shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the COUNTY and licensed staff employed or under Grant to the COUNTY. The CITY, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the COUNTY for the purpose of receiving or depositing funds into program

accounts or issuing financial documents, check, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this AGREEMENT shall be \$100,000 or the highest of planned reimbursement for the AGREEMENT period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name CITY as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this AGREEMENT shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the COUNTY as beneficiary.
- C. The COUNTY shall provide, at CITY's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that CITY will be provided thirty (30) days advance written notice of cancellation.

Local Government Grantees that Participate in a Self-Insurance Program

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

SECTION NO. 40: SUBCONTRACTORS

The COUNTY may only subcontract work contemplated under this AGREEMENT if it obtains the prior written approval of the CITY.

If the CITY approves subcontracting, the COUNTY shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the CITY in writing may: (a) require the COUNTY to amend its subcontracting procedures as they relate to this AGREEMENT; (b) prohibit the COUNTY from subcontracting with a particular person or entity; or (c) require the COUNTY to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this AGREEMENT. The COUNTY is responsible to the CITY if the Subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The COUNTY shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of the COUNTY to the CITY for any breach in the performance of the COUNTY's duties.

Every subcontract shall include a term that the CITY is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

SECTION NO. 41: ANTI-KICKBACK

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

SECTION NO. 42: CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY may, in its sole discretion, by written notice to the COUNTY terminate this AGREEMENT if it is found after due notice and examination by the CITY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the COUNTY in the procurement of, or performance under this AGREEMENT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The COUNTY and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the CITY that a conflict of interest exists, the COUNTY may be disqualified from further consideration for the award of a contract.

In the event this AGREEMENT is terminated as provided above, the CITY shall be entitled to pursue the same remedies against the COUNTY as it could pursue in the event of a breach of the AGREEMENT by the COUNTY. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 43: LICENSING, ACCREDITATION, AND REGISTRATION

The COUNTY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

SECTION NO. 44: SITE SECURITY

While on CITY premises, the COUNTY, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SECTION NO. 45: RIGHT OF INSPECTION

The COUNTY shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 46: ACCESS TO DATA

In compliance with RCW 39.26.180, the COUNTY shall provide access to data generated under

this AGREEMENT to the CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and the methodology for those models.

SECTION NO. 47: INDUSTRIAL INSURANCE

The COUNTY shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the COUNTY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the CITY may collect from the COUNTY the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the COUNTY to the accident fund from the amount payable to the COUNTY by the CITY under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the COUNTY.

SECTION NO. 48: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 49: REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the COUNTY shall complete registration with the Washington State Department of Revenue.

SECTION 50: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the COUNTY without prior written consent of CITY.

SECTION 51: ATTORNEYS' FEES

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

SECTION NO. 52: MAINTENANCE OF RECORDS

The COUNTY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT.

COUNTY shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the AGREEMENT, shall be subject at all reasonable times to inspection, review or audit by the CITY, personnel

duly authorized by the CITY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 53: LOSS OF FUNDING

In the event funding from state, federal, or other sources which is the source of funding by the CITY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, CITY may terminate the AGREEMENT under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

SECTION NO. 54: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A COUNTY which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this AGREEMENT.

The COUNTY's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the COUNTY, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) COUNTY's selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.

- h. A system for Grant administration to ensure COUNTY conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases
4. COUNTY and subgrantees must receive prior approval from the CITY for using funds from this AGREEMENT to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

SECTION NO. 55: AUDIT REQUIREMENTS

A. General Requirements

COUNTY shall procure audit services based on the following guidelines.

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

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

The CITY reserves the right to recover from the COUNTY all disallowed costs resulting from the audit.

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

B. Federal Funds Requirement – 2 CFR Part 200

COUNTY expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the COUNTY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the COUNTY in accordance with 2 CFR Part 200.

The COUNTY shall include the above audit requirements in any subcontracts.

In any case, the COUNTY's financial records must be available for review by the CITY and the Department of Justice

C. Documentation Requirements

COUNTY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 PAYMENT.

In addition to sending a copy of the audit, when applicable, COUNTY must include:

- Corrective action plan for auditing findings within three (3) months of the audit being received by the CITY.
- Copy of the Management Letter.

SECTION NO. 56: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the COUNTY by the CITY that is designated as "confidential" by the CITY;
2. All material produced by the COUNTY that is designated as "confidential" by the CITY; and
3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The COUNTY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The COUNTY shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the CITY or as may be required by law. The COUNTY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the COUNTY shall provide the CITY with its policies and procedures on confidentiality. The CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The COUNTY shall make the changes within the time period specified by the CITY. Upon request, the COUNTY shall immediately return to the CITY any Confidential Information that the CITY reasonably determines has not been adequately protected by the COUNTY against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The COUNTY shall notify the CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 57: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this AGREEMENT shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the CITY. The CITY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the COUNTY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the CITY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the AGREEMENT, but that incorporate pre-existing materials not produced under the AGREEMENT, the COUNTY hereby grants to the CITY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The COUNTY warrants and represents that the COUNTY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the CITY.

The COUNTY shall exert all reasonable effort to advise the CITY, at the time of delivery of Materials furnished under this AGREEMENT, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this AGREEMENT. The COUNTY shall provide the CITY with prompt written notice of each notice or claim of infringement received by the COUNTY with respect to any Materials delivered under this AGREEMENT. The CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the COUNTY.

SECTION NO. 58: REPORTING REQUIREMENTS

- A. The COUNTY will use the BJA Performance Metric (PMT) at www.bjaperformancetools.org (or any other performance metric device the Department of Justice institutes during the lifetime of the grant) to submit quarterly performance metrics relevant to their grant program. Logon and password information will be provided by the Spokane Police Department. COUNTY must submit its performance metrics into the BJA system before the 15th day of the month following the end of the prior quarter ending March 31st, June 30th, September 30th and December 31st.
- B. The COUNTY shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this AGREEMENT.

SECTION NO. 59: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The COUNTY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the COUNTY is unable to certify to any of the statements in this AGREEMENT, the COUNTY shall attach an explanation to this AGREEMENT.
- C. The COUNTY agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the CITY.
- D. The COUNTY further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier grantee certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the CITY for assistance in obtaining a copy of these regulations.

SECTION NO. 60: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The COUNTY shall submit to the CITY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the COUNTY's or government's expense, shall contain the following statements:

“This project was supported by Grant No. 2015-DJ-BX-0549 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice.”

SECTION NO. 61: SPECIAL PROVISIONS

Applicable and attached and incorporated by reference to this AGREEMENT is the following: Attachment “C” Statement of Assurances; Attachment “D” Certification Regarding Debarment, Suspension, Ineligibility; Attachment “E” FFATA; Attachment “F” Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment “G” National Environmental Policy Act; Attachment “H” Acknowledgement of Allowable and Unallowable Cost; Attachment “I” Equal Employment Opportunity Plan Certification Form, and Attachment “J” CCR Registration of Sub-Recipient DUNS Numbers.

SECTION NO. 62: ORDER OF PRECEDENCE

In the event on an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and State of Washington statutes and regulations
2. Face Sheet
3. Attachment A – Scope of Work
4. Attachment B – Budget
5. Attachment C – Statement of Assurances
6. Attachment D – Debarment Certification
7. Attachment E – FFATA Form
8. Attachment F – Restrictions And Certifications – Non Disclosure Agreements
9. Attachment G – National Environmental Policy Act (NEPA)
10. Attachment H – Acknowledgement of Allowable and Unallowable Costs
11. Attachment I – Certification form – EEOP
12. Attachment J – CCR Recognition of Sub recipient DUNS numbers

ATTACHMENT “A” **Scope of Work**

The Agreement is to clearly identify the roles and responsibilities of the County as they relate to the FY15 Edward Byrne Memorial Justice Assistance (JAG) Grant.

The term of this Agreement is the period within which the project responsibilities of this Agreement shall be performed. The term commences October 1, 2015 and terminates September 30, 2018. The principal purpose of this grant is to provide funding that supports local law enforcement to prevent and reduce crime and violence. Funding from this grant shall be used for salary and benefits in the prosecution and court programs purpose area and the law enforcement purpose area. The County further agrees to, but not limited to, the following conditions:

1. Fund a support staff position in the prosecution of property and drug crimes for a 9 month time frame. This position will assist attorneys involved in the prosecution of property and/or drug crimes by setting dates for hearing and motions, monitor custody status of defendants, generating all necessary court documents for charging trial preparation and sentencings and for conducting legal research.
2. Fund a detective's salary and fringe benefits to participate in the Spokane Regional Safe Streets Task Force activities for a 3.4 month time frame. The detective will collaborate with law enforcement partners to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid-to-upper level drug trafficking organizations operating in the Spokane County area, thereby reducing the availability, use and trafficking of illegal drugs, guns and profits of their criminal enterprise.

The City of Spokane agrees to, but not limited to, the following conditions:

1. Responsible for grant administration details as they relate to acting as fiscal agent, to include disbursement of funds and monitoring of sub-recipients, collecting and submitting financial and performance measure reports, and offering any needed grant assistance to sub-recipients of this funding. The City's Grants Management & Financial Assistance department will assist with oversight, review and direction of the grant.
2. Fund overtime training related to the Department of Justice recommendations that have been set forth for the Spokane Police Department. An example of this training is the Procedural Justice Policing training. This is designed to build officer understanding in the concepts of procedural justice and legitimacy to develop better relationships with the communities that the Spokane Police Department serves.
3. Fund Fringe Benefits consisting of Police Officer 1st Class OT Benefits, Police Corporal OT Benefits, and Police Sergeant OT Benefits. The overtime benefits for the Police Officer 1st Class include LEOFF II retirement and Social Security.

Subject to all administrative and financial requirements under Award Number 2015-DJ-BX-0549.

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

ATTACHMENT “B”
Budget

<u>Funding Category</u>	<u>Computation</u>	<u>Amount</u>
Spokane County Prosecutor’s Office		
Legal Secretary	\$3,726.00/mo. x 8.89 mo.	\$33,078.00
Spokane County Sheriff’s Office		

Detective	\$9,678.00/mo. x 3.42 mo.	\$33,078.00
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Total Budget	\$66,156.00
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Approved expenditures for the program as set forth in ATTACHMENT “A” (Scope of Work) must be itemized. Transfer of funds between Project categories must be approved by the CITY’s representative listed on the face sheet to this agreement. Any amendments to the budget must be made in writing and approved by the CITY’s representative listed on the face sheet to this agreement.

The COUNTY shall obligate all grant funds prior to June 30, 2018. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY

Payment will be on a cost reimbursement basis only.

ATTACHMENT “C”

STATEMENT OF ASSURANCES

The GRANTEE:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The GRANTEE has sufficient monetary resources to implement and maintain program operations in accordance with this application.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.

3. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance.
4. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.
5. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
6. Will follow the “Federal Leadership on Reducing Text Messaging While Driving”, 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
7. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
8. Agrees to comply with DOJ’s Global Justice Information Sharing Initiative guidelines and recommendations for this funding. GRANTEE shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. GRANTEE shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
9. Agrees to comply with OJP grant monitoring guidelines, protocols, procedures and to cooperate with BJA and OCFO on all grant monitoring requests, including those related to desk reviews, enhanced programmatic desk reviews and/or site visits. The GRANTEE agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE’s subaward. Further the GRANTEE agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA’s/OCFO’s grant monitoring activities may result in sanctions affecting the recipient’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on the GRANTEE’s access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
10. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
11. Will comply with Title II of the Americans with Disabilities Act of 1990.
12. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
13. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
14. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of

their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

15. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
16. Agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate and subject informed consent.

Authorized Signature for the Applicant:

_____ SIGNATURE	_____ VALID THROUGH
_____ PRINTED NAME OF SIGNATURE	_____ DATE
_____ PRINTED NAME OF SIGNATURE	_____ TITLE

ATTACHMENT "D"

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification,

in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

ATTACHMENT "E"

FFATA FORM

Subrecipient Agency: Spokane County				
Grant and Year:		Agreement Number:		
Completed by: _____				
Name		Title		Telephone
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2

STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT "F"

Restrictions and Certifications Regarding Non-Disclosure Agreements

January 1, 2016 through December 31, 2016

No recipient or subrecipient under this grant, or entity that receives a contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this grant, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make subgrants or contracts under this grant:
 - a. it represents that:
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official

Title

Signature of Authorized Official

Date

ATTACHMENT "G"

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The COUNTY agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the COUNTY agrees to contact the CITY's representative who will contact the BJA for approval.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

Yes	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	1. New Construction
<input type="checkbox"/>	<input type="checkbox"/>	2. Minor renovation or remodeling of a property either:
<input type="checkbox"/>	<input type="checkbox"/>	a. listed or eligible for listing on the National Register of Historical Places
<input type="checkbox"/>	<input type="checkbox"/>	b. located within a 100-year flood plain
<input type="checkbox"/>	<input type="checkbox"/>	3. Renovation, lease or any proposed use of a building or facility that will either:
<input type="checkbox"/>	<input type="checkbox"/>	a. result in a change in its basic prior use (between industrial, office, residential, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	b. significantly changes its size (total structure, not program's portion thereof)
<input type="checkbox"/>	<input type="checkbox"/>	4. Implementation of a new program involving use of chemicals other than:
<input type="checkbox"/>	<input type="checkbox"/>	a. chemicals purchased as an incidental component of the funded activity
<input type="checkbox"/>	<input type="checkbox"/>	b. traditionally used (e.g., for office, household, recreational, educational environments)
<input type="checkbox"/>	<input type="checkbox"/>	5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Justice Assistance Grant funded program/project:

Project: _____

Certificate Valid Through (max of 2 years) _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Representing: _____

ATTACHMENT “H”

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments “A” and “B” of the Grant, including:

- Operating costs, including:
 - Approved costs of personnel (salaries and benefits, and/or overtime).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$450 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.

SIGNATURE

PRINTED NAME

NAME OF GRANTEE ORGANIZATION

CERTIFICATE VALID THROUGH (Not more than two years)

ATTACHMENT “I”

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:		
Address:		
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No		
DUNS Number:	Vendor Number (only if direct recipient)	
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

ATTACHMENT “J”

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

The COUNTY agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The COUNTY also agrees to comply with applicable restrictions on subawards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number.

The COUNTY must report and provide validity to the CITY of their DUNS Number registration. Should the DUNS Number registration expire before the end of the award period, the validity of the COUNTY's DUNS Number registry in the CCR system must be re-verified.

Failure to maintain a valid DUNS registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.



Agenda Sheet for City Council Meeting of:

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

OPR 2016-0329
OPR 2016-0337

Renews #

Submitting Dept

PUBLIC AFFAIRS/COMMUNICATIONS

Contact Name/Phone

BRIAN 509-625-6740
CODDINGTON

Cross Ref #

Project #

Contact E-Mail

BCODDINGTON@SPOKANECITY.ORG

Bid #

RFP 4154-15

Agenda Item Type

Contract Item

Requisition #

Agenda Item Name

5400 - QUICK COPY SERVICES

Agenda Wording

Value Blanket Order for (3) three years with 2 one year extensions with Plese Printing and Abadan Reprographics for Quick Copy Services. Utilizing RFP #4154-15 April 1, 2016- March 31, 2019 for an annual amount not to exceed \$125,000 with tax.

Summary (Background)

The City of Spokane did a request for proposal in 2015 for quick copy services and large format copying with bindery services. Examples: Reprographics would send outside for images larger than 36" (posters, signs, maps, presentation material). Engineering Dept. has large maps printed and bound.

Fiscal Impact

Expense \$ 25,000

Expense \$ 100,000

Select \$

Select \$

Budget Account

Various - Plese Printing

Various - Abadan Reprographics

#

#

Approvals

Dept Head

CHILDS, BRANDON

Division Director

Finance

DAVIS, LEONARD

Legal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Council Notifications

Study Session

Finance Committee
4/11/2016

Other

Distribution List

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Contract Accounting - jsalstrom@spokanecity.org

Legal - hwaley@spokanecity.org

Purchasing - cwhal@spokanecity.org

IT - itadmin@spokanecity.org

Taxes & Licenses

Additional Approvals

Purchasing

Quick Copy Services Evaluation Summary

RFP #4154-15

Quick Copy Services

Scoring was based on a variety requirement within the RFP. Those requirements were: Submitted RFP information, Experience of the Firm, Price analysis of Firm submissions, references and other related information. Reprographics did a price analysis of seven(7) sample jobs that would possibly go to an outside firm if they were unable to be done in house. Those companies were Abadan Reprographics and Imaging, Copy Rite, Plese Printing and Garland Printing. Abadan Reprographics Imaging was selected for our many building plans that cannot be printed in house do to time constraints and/or equipment requirements. Plese Printing was selected for our overflow printing of large format and quick copy services.

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #OPR 2016-0334
OPR 2016-0335
OPR 2016-0336**Renews #****Submitting Dept**

PUBLIC AFFAIRS/COMMUNICATIONS

Cross Ref #**Contact Name/Phone**BRIAN 509-625-6740
CODDINGTON**Project #****Contact E-Mail**

BCODDINGTON@SPOKANECITY.ORG

Bid #

RFP 4182-15

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**

5400 - PRINT SERVICES WITH ALLIED, COPY RITE AND GARLAND.

Agenda Wording

Value Blanket Order for(3)Three years with option for 2 one-year extensions, with Allied Envelope Co., Copy Rite, and Garland for Print Services. Utilizing RFP #4182-15 April 1, 2016-March 31,2019 for an annual amount not to exceed \$225,000 with tax.

Summary (Background)

The City of Spokane did a request for proposal in 2015 for a wide range of printing and graphics services which include design and finishing. Examples: All envelopes are printed by Allied Envelope due to large volume pricing. Garland Printing has a Web Press(Newspaper Press) capability that allows for inexpensive publications such as the Park Class Schedules. Copy Rite does items that are time sensitive or the printed sheet requires a size larger than 12"x18".

Fiscal Impact**Budget Account**

Expense \$ 100,000

Allied Envelope Co. - Various

Expense \$ 25,000

Copy Rite - Various

Expense \$ 100,000

Garland - Various

Select \$

#

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

CHILDS, BRANDON

Study SessionFinance Committee
4/11/2016**Division Director****Other****Finance**

DAVIS, LEONARD

Distribution List**Legal**

WHALEY, HUNT

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For the Mayor

SANDERS, THERESA

Contract Accounting - jsalstrom@spokanecity.org

Additional Approvals

Legal - hwaley@spokanecity.org

Purchasing

Purchasing - cwhal@spokanecity.org

IT - itadmin@spokanecity.org

Taxes & Licenses

Offset Printing Evaluation Summary

RFP #4182-15

Graphic and Offset Printing

Scoring was based on a variety requirement within the RFP. Those requirements were: Submitted RFP information, Experience of the Firm, Price analysis of Firm submissions, references and other related information. Reprographics supplied sample jobs in the RFP for the firms to respond to. Reprographics did a price analysis based upon vendor submissions. Those companies that responded were Garland Printing, Plese Printing, Copy Rite, National Color and Graphics, West Coast Envelope, Allied Envelope. Garland Printing was selected for web printing and bindery. Copy Rite was selected for quick turnaround printing with finishing services. Allied Envelope was selected for our envelope printing because of their low prices, quality and quick turnaround.

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

OPR 2016-0007

Renews #**Submitting Dept**

INFORMATION TECHNOLOGY

Contact Name/Phone

MICHAEL SLOON 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 - CERIUM 2016

Cross Ref #**Project #****Bid #****Requisition #**

VB MASTER

Agenda Wording

Approval to increase annual estimated expenditure for the purchase of Cisco hardware and software from Cerium Networks for the City of Spokane utilizing WA state contract #01114/AR233. Jan 1,2016-Dec 31,2016 from \$150,000-\$350,000 pls Tx & shipping.

Summary (Background)

Cerium currently provides network equipment that is compatible with our voice and data application requirements and security for all City departments. The purpose has been set up to improve efficiencies, service, connectivity and future capacity.

Fiscal Impact**Budget Account**

Expense \$ 200,000.00

Various

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study SessionFinance Committee
4/11/16**Division Director**

FINCH, ERIC

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

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Accounting - kkeck@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - jsalstrom@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokancity.org

Taxes & Licenses

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

CPR 2012-0033

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

BRANDY COTE 625-6774

Project #**Contact E-Mail**

BCOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Boards and Commissions

Requisition #**Agenda Item Name**

0520 FOUR APPOINTMENTS TO THE CHHS BOARD

Agenda Wording

Four appointments to the Community, Housing and Human Services Board. Each for a three year term, from 4/18/16 - 4/18/19: Shannon Dunkin, Anne Stuyvesant-Wigham, Rebecca Sero, and Adriane Leithauser.

Summary (Background)

Four appointments to the Community, Housing and Human Services Board. Each for a three year term, from 4/18/16 - 4/18/19: Shannon Dunkin, Anne Stuyvesant-Wigham, Rebecca Sero, and Adriane Leithauser.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session**Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

rcrow@spokanecity.org

Additional Approvals

jmallahan@spokanecity.org

Purchasing

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

RES 2016-0036

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Cross Ref #

RES 2015-0101

Contact Name/Phone

ANDREW 625-6991

Project #**Contact E-Mail**

AWORLOCK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0650 - CITYWIDE SIGNIFICANCE INCENTIVE POLICY RESOLUTION

Agenda Wording

A resolution regarding the Projects of Citywide Significance Incentive Policy.

Summary (Background)

This resolution approves and supports the administrative policy and procedures for the Projects of Citywide Significance Incentive in accordance with Resolution 2015-0101 which provided an outline of Financial Incentive Plan for projects of Citywide Significance upon which this Administrative Policy for Projects of Citywide Significance is based.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

KEY, LISA

Study Session**Division Director**

KEY, LISA

Other

PEC 2/22/16

Finance

KECK, KATHLEEN

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For the Mayor

SANDERS, THERESA

smsimmons@spokanecity.org

Additional Approvals

jmallahan@spokanecity.org

Purchasing

gcooley@spokanecity.org

lkey@spokanecity.org

aworlock@spokanecity.org

fperkins@spokanecity.org

RESOLUTION

A resolution regarding the Projects of Citywide Significance Incentive Policy.

WHEREAS, on August 10, 2015 the Spokane City Council adopted a resolution (Resolution No. 2015-0084) which states support for and establishment of an Economic Development Strategy to implement the City's Comprehensive Plan and growth strategies; and

WHEREAS, the Economic Development Strategy provides for a targeted investment area approach through which public resources may be dedicated towards capital improvements, financial incentives and other assistance in certain areas of the City for projects considered to be "Citywide significance"; and

WHEREAS, pursuant to Resolution 2015-0084 Council President has worked diligently with the Mayor's staff regarding specific focus areas and details to implement and advance the objectives of the Resolution; and,

WHEREAS, Council President has worked with the Mayor's staff and brings forward the following Policy regarding projects of Citywide significance which includes private investments of \$5 million (five million dollars) and greater; and

WHEREAS, Resolution 2015-0101 which contains Attachment "C"; an outline of the Financial Incentive Plan for projects of Citywide Significance upon which this Administrative Policy for Projects of Citywide Significance is based.

--NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the Projects of Citywide Significance Incentive Policy as a supplement to Attachment "C" of said Resolution 2015-0101.

ADOPTED by the City Council this _____ day of April, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN – 16 - LGL
TITLE: PROJECTS OF CITY WIDE SIGNIFICANCE INCENTIVE POLICY EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

- 1.1 The purpose of this policy is to provide uniform operating rules and procedures for the consideration and award of financial assistance to development and investment project(s) under the City of Spokane Financial Partnership Portfolio Fund for projects of City Wide Significance.

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This Policy shall apply to all City Departments.

3.0 REFERENCES

City Council Resolution 2015-0084
City Council Resolution 2015-0101

4.0 DEFINITIONS

- 4.1 Project Review Committee: The Project Review Committee consists of 5 members: 2 members from the Spokane City Council or their designees; 2 members from the Mayor's Administration or their designees; one member from the private sector with background in finance, real estate, or business development sectors appointed by the Council and Administration representatives. The purpose of the Committee will be to evaluate qualified development proposals requesting financial assistance using the financial partnership matrix to determine the project score and level of financial partnership eligibility.

- 4.2 Staff Technical Support Team: The Staff Technical Support Team consists of City staff members with subject matter expertise in the areas of development review, finance, economic development, real estate and municipal law. The purpose of the technical support team will be to provide technical support to project review committee, interact with the project proponent team and prepare draft development agreement recommendations including the terms and conditions for allocation of financial partnership assistance to qualifying projects.
- 4.3 Financial Partnership Portfolio Fund Committee: The Financial Partnership Portfolio Fund Committee will oversee the annual budget of the Financial Partnership Portfolio Fund including establishment and maintenance of the project funding schedule. The Spokane City Council Finance Committee will act as and perform all functions of the Financial Partnership Portfolio Fund Committee.
- 4.4 Project Funding Schedule: Project Funding Schedule means the schedule of funding assistance which may be available to a qualified project based on the project's financial partnership matrix score.
- 4.5 Financial Partnership Matrix: Financial Partnership Matrix is the weighted scoring worksheet as adopted by Council Resolution, RES 2015-0101, used to evaluate projects which qualify for consideration under the Projects of Citywide Significance program.
- 4.6 Project of Citywide Significance: A project of Citywide significance means a single private development project which entails the development, construction or physical improvement to real property located within the City of Spokane which equals or exceed \$5 million in value, not including the value of the property itself, for which there is evidence that such project will provide significant public benefits as such term is defined herein.
- 4.7 Qualified Project: A qualified project means a project of Citywide significance which has received an initial determination that it meets all minimum requirements necessary for acceptance into the Project of Citywide Significance program and to be considered for such financial assistance as may be available and applicable under the program.
- 4.8 Public Improvement: Public improvements means: (a) Infrastructure improvements within the public right of way of the project area, including: (i) Street, road, bridge, and rail construction and maintenance; (ii) Water and sewer system construction and improvements; (iii) Sidewalks, streetlights, landscaping, and streetscaping; (iv) public parking, terminal, and dock facilities; (v) Park and ride facilities of a transit authority; (vi)

Park facilities, recreational areas, and environmental remediation; (vii) Storm water and drainage management systems; (viii) Electric, gas, fiber, and other utility infrastructures; and (b) Expenditures for any of the following purposes: (i) Providing environmental analysis, professional management, planning, and design of public improvements related to the project; (ii) Providing maintenance and security for common or public areas in the revitalization area; or (iii) Historic preservation activities authorized under RCW 35.21.395.

4.9 Public Improvement Costs: Public Improvement Costs means the costs of: (a) Design, planning, acquisition, site preparation, construction, reconstruction, rehabilitation, improvement, and installation of public improvements; (b) relocating, maintaining, and operating property pending construction of public improvements; (c) relocating utilities as a result of public improvements; (d) financing public improvements, including interest during construction, legal and other professional services, taxes, insurance, principal and interest costs on general indebtedness issued to finance public improvements, and any necessary reserves for general indebtedness; and (e) administrative expenses and feasibility studies reasonably necessary and related to these costs, including related costs that may have been incurred before an award of a financial incentive or development agreement pursuant to this program.

4.10 Private Development: Private development means land or property development undertaken by a private individual or company; a property, plot of land, etc., developed in this way.

5.0 POLICY

5.1 Individual projects which include new investment and physical improvements to real property which equal or exceed \$5 million in value can provide significant City wide public benefits. Such public benefits include: bringing new living wage jobs to the community; generating new property, sales and utility tax revenues; improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans; protecting or improving the environment and conserving natural and historic resources; advancing State and regional industry cluster growth and regional economic development plans; and investing in targeted investment areas such as downtown Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy. In order to provide for an equitable and transparent process for the use of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2015-0101 which provides for an evaluation matrix allowing evaluation of a project's public benefits which are reasonably

likely to accrue as a result of successful completion and intended operation of the project. The evaluation will be made using the standardized evaluation matrix attached as exhibit “A” hereto in accordance with the policies and procedures described herein.

- 5.2 It is intended that any and all financial incentives awarded to individual projects under this program must be investments made in and for the public good for the purpose of returning a public benefit value.

6.0 PROCEDURE

- 6.1 Application: Application for a financial incentive will be made on forms provided by the City of Spokane and shall contain all information and details required and necessary for a review of the project and evaluation of the public benefits associated thereto.
- 6.2 Determination of Qualification: Within 10 business days of receipt of a complete application, the Staff Technical Support Team will evaluate the application and make a determination that: the project is a qualified project with a public benefit and may be considered for a financial incentive; that additional information is needed to make the determination; or, that the project does not qualify for a financial incentive under this program. Such determination will be made in writing.
- 6.3 Evaluation of Qualified Projects: Qualified projects will be forwarded to the Project Review Committee for evaluation according to the evaluation matrix. The committee members will be provided copies of the application and any supplemental information provided by the applicant and a technical memorandum prepared by the Staff Technical Support Team. The report will include analysis of the project application and assessment of the public benefits that may result. Each project review committee member will use the application and technical memorandum to score the project against the evaluation matrix. The committee member's total scores will be summed and divided by the number of committee members providing a score to determine the project's average and final score.
- 6.4 Determination of Financial Incentive Value: The project's total score and other relevant data will be used to determine the financial incentive value based on the annually adopted project funding schedule and subject to availability of funds at the time of award. Determination of financial incentive value is not a guarantee of availability of funds or of an actual cash value of a project's eligible public improvement costs. Once a determination of financial incentive value is made, the determination and project score are final.

6.5 Development Agreement: Upon completion of the determination of financial incentive value, the project proponent and Staff Technical Support Team shall prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

6.6 City Council Approval: The determination of financial incentive value and corresponding development agreement shall have no force or effect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

7.0 RESPONSIBILITIES

The City of Spokane Planning and Development Services Department shall administer this Policy.

8.0 APPENDICES

APPROVED BY:

City Attorney

Date

Director

Date

City Administrator

Date

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

RES 2016-0037

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

ANDREW 625-6991

Contact E-Mail

AWORLOCK@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650 - PUBLIC DEVELOPMENT AUTHORITY ASSET TRANSFER POLICY

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

A resolution regarding the Public Development Authority (PDA) Asset Transfer Policy.

Summary (Background)

The Public Development Authority (PDA) Asset Transfer Policy establishes policies and procedures to provide appropriate conditions and responsibilities of the parties and to ensure adequate revenue and funding of PDAs in order to fulfill the stated public purposes of the PDA.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

KEY, LISA

Division Director

KEY, LISA

Finance

KECK, KATHLEEN

Legal

RICHTMAN, JAMES

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PEC 2/22/16

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Additional Approvals**Purchasing**

RESOLUTION

A Resolution regarding the Public Development Authority Asset Transfer Policy.

WHEREAS, the City of Spokane is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, The City Council has created a number of PDAs throughout the City for public benefit. Periodically a PDA has need for additional assets to implement and fulfill the terms and conditions of its organizational purpose and may request a transfer of assets or funds from the City. In order to maintain consistency, efficiency and transparency, it is necessary to establish a City wide policy to evaluate requests for asset transfer to PDAs.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage;

WHEREAS, the Public Development Authority Asset Transfer Policy establishes policies and procedures to provide appropriate conditions and responsibilities of the parties and to ensure adequate revenue and funding of PDAs in order to fulfill the stated public purposes of the PDA.

-NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the the Public Development Authority Asset Transfer Policy as developed.

.

ADOPTED by the City Council this _____ day of April, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN LGL	– 09 - 01
TITLE: PUBLIC DEVELOPMENT AUTHORITY ASSET TRANSFER POLICY EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A		

1.0 GENERAL

- 1.1 The City of Spokane is authorized to create public development authorities (PDA) to (1) administer and execute federal grants or programs, (2) receive and administer private funds, goods or services for any lawful public purpose; (3) improve governmental efficiency and services, (4) improve the general living conditions in the urban areas in the and around the City and (5) perform any lawful public purpose or public function.

The City Council has created a number of PDAs throughout the City for public benefit. Periodically a PDA has need for additional assets to implement and fulfill the terms and conditions of its organizational purpose and may request a transfer of assets or funds from the City. In order to maintain consistency, efficiency and transparency, it is necessary to establish a City wide policy to evaluate requests for asset transfer to PDAs.

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This Policy shall apply to all City Departments.

3.0 REFERENCES

RCW 35.21.730
RCW 82.14.510
Chapter 82.14 RCW

4.0 DEFINITIONS

None

5.0 POLICY

- 5.1 It is necessary for the long term viability and success of PDA to establish policies and procedures to ensure appropriate conditions and responsibilities on the parties and ensure adequate revenue and funding of PDAs to fulfill the state public purpose of the PDA.
- 5.2 The City recognizes that requests for asset or fund transfer will be relatively fact specific depending on the PDA's charter, ordinance and governing agreements.
- 5.3 The City will evaluate all requests for the transfer of assets objectively and based on the listed criteria in this Policy.

6.0 PROCEDURE

6.1 Preliminary Information required, at a minimum:

6.1.1 Written request, signed by designated authority for PDA;

6.1.2 Business Plan, to include, but not limited to:

- 6.1.2.1 A statement of the nature of the activities proposed to be undertaken;
- 6.1.2.2 Reason and justification to support the activities;
- 6.1.2.3 Supporting documentation to demonstrate compliance with the conditions of the local revenue source including without limitation RCW 39.89; RCW 39.104;
- 6.1.2.4 Return on investment analysis; and
- 6.1.2.5 Performance measures used to evaluate and ensure long term viability.

6.1.3 Independent third party written fiscal analysis of revenue stream and pro forma.

6.2 Factors for Consideration. The following factors should be considered when the City considers a request in accordance with this policy:

6.2.1 Revenue Source. The long term stability, growth potential, statutory or regulatory limitations and similar limitations of the pledged revenue.

6.2.2 Public Works laws: Bidding/Prevailing wage. Compliance with local, state and Federal public works laws including but not limited to public bidding and prevailing wage.

6.2.3 Title/vesting of Real Estate owned by PDA. The preferred title and vesting of real property including liens and reversionary clauses and third party agreements.

6.2.4 Approval process consistent with current City contract policy. The extent to which the process for approval of contracts and agreements can follow existing City Contract policy.

6.2.5 Ownership and disposition of assets upon dissolution. The final ownership and disposition of assets including potential for transfer to non-public entities.

6.3 Options for Transfer of Funds or Assets – non inclusive as allowable under state and local laws.

6.3.1 PDA issues bonds. The PDA issues bonds to undertake certain specified “community renewal” activities or designated, approved PDA project. Bonds may be guaranteed by the City, consistent with state and local laws, and repaid via dedicated PDA revenue including, as applicable local sales and property tax allocation revenue. Bond revenue is managed by PDA. PDA Revenue to be assigned to repay principle and interest on outstanding bonds. The PDA would take title to real property but the City’s interest would be secured with a “first position lien” or similar title condition. The City could elect to purchase the revenue stream or bonds as applicable and consistent with any applicable state and local laws.

6.3.2 City transfers assets to PDA. City transfers assets (funds or real estate) to the PDA to provide necessary capitalization for the PDA to engage in specified “community renewal” activities or projects as dictated by Charter, ordinances and/or agreements of the PDA. The asset transfer may contain reversionary clauses, as applicable. This could allow the PDA flexibility to leverage assets.

6.4 Notification to PDA of Fund or Asset Transfer

6.4.1 The City will endeavor to evaluate and decide all complete requests for fund or asset transfer within Ninety (90) days of receipt of completed application and supporting materials.

6.4.2 All granted requests will be finalized into a contract between the City and PDA and consist of terms and conditions addressing, at a minimum:

6.4.2.1. Use of asset or funds must be for a public purpose as outlined in the charter, ordinances and agreements with the PDA;

6.4.2.2 Quarterly reports to the City and an annual presentation to City Council on the PDAs use of the asset;

6.4.2.3 Compliance with audit provisions and provide copy of annual audit to City;

6.4.2.4 Compliance with all public works requirements, including prevailing wage requirements, competitive bidder requirements, etc;

6.4.2.5 Consideration and repayment terms

6.5 Contract Terms for Asset Transfer

6.5.1 Any asset transfers from the City to a PDA shall be memorialized in a written agreement, contract or Memorandum of Understanding (MOU) outlining the specific terms for the asset transfer.

6.6 The contract, agreement or MOU for transfer of assets must be approved by City Council.

7.0 RESPONSIBILITIES

The City of Spokane Planning and Development Services Department shall administer this Policy.

8.0 APPENDICES

APPROVED BY:

City Attorney

Date

Director

Date

City Administrator

Date

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

04/18/2016

Date Rec'd

4/5/2016

Clerk's File #

ORD C35263

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

ELDON BROWN 625-6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700 - WALL STREET / MAIN AVENUE AMENDED ORDINANCE

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

An Ordinance (amending C35263) vacating the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard.

Summary (Background)

City Council passed the Vacation Ordinance on June 1, 2015, subject to conditions needing to be met prior to the final reading. At that council meeting the ordinance was read for the first time. Since that time all of the conditions have been met, however, CenturyLink is requesting that the ordinance include an easement for their facilities that are still located in the vacation area. This ordinance is to be amended to include this easement.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PED 4/20/15

Finance

KECK, KATHLEEN

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For the Mayor

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Additional Approvals

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Purchasing

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

ORDINANCE NO. C35263

An ordinance vacating the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard

WHEREAS, a petition for the vacation of the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard is hereby vacated. SW1/4 S18 T25N, R43E W.M. Parcel number not assigned.

Section 2. Adequate emergency and solid waste vehicle access shall be maintained to existing and future buildings.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Section 4. An easement is reserved over and through the entire vacated area for the utility services of CenturyLink.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

stvac\ Wall Street doc

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

04/18/2016

Date Rec'd

4/4/2016

Clerk's File #

ORD C35379

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 SUSTAINABLE PUBLIC BUILDINGS ORDINANCE

Agenda Wording

An ordinance relating to sustainable public building standards for Capital Improvement Projects; amending section 07.17.020 of the Spokane Municipal Code and enacting new sections 12.05.005 and 12.05.030 to the Spokane Municipal Code.

Summary (Background)

This ordinance will require the City to seek and obtain LEED Silver Certification from the United States Green Building Council, or equivalent scoring system, on new public building construction projects impacting 5,000 square feet or more of conditioned space and on major renovations which include improvements to mechanical, plumbing, and electrical systems in a building 5,000 square feet or more of conditioned space.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

STUCKART, BEN

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

Public Works

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

Katherine Miller

For the Mayor

SANDERS, THERESA

Tyler Whitney

Additional Approvals

Ed Lukas

Purchasing

ORDINANCE C35379

An ordinance relating to sustainable public building standards for Capital Improvement Projects; amending section 07.17.020 of the Spokane Municipal Code and enacting new sections 12.05.005 and 12.05.030 to the Spokane Municipal Code.

WHEREAS, enormous quantities of resources are used during building construction, renovation, and operation, the production of which has substantial environmental impacts; and

WHEREAS, reducing the environmental impact of the construction, operation, and maintenance of publicly-funded facilities will save taxpayer dollars each year because green buildings operate more efficiently by using less energy, water, and fossil fuels; and

WHEREAS, the City of Spokane, through the “greening” of facilities, can support the local market for green building products and services, and raise the bar for the construction and operation of sustainable buildings; and

WHEREAS, the adoption of a Sustainable Public Buildings Standard for Capital Projects is consistent with and implements the City’s Sustainability Action Plan and Comprehensive Plan; and

WHEREAS, the United States Green Building Council has created and administers a rating system which is used to assess multiple areas of construction, such as existing buildings and commercial interiors, referred to as Leadership in Energy & Environmental Design (“LEED”); and

WHEREAS, the state of Washington requires that many new public buildings meet LEED standards, as do the cities of Bellingham, Everett, and Seattle, King County, and the federal government.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.17.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.17.020 Scope of City-Wide Six Year Capital Improvement Program

- A. The City-wide Six-Year Capital Improvement Program shall coordinate the planning, financing and construction of the City’s capital facilities consistent with the following guidelines.

1. The City-wide Six-Year Capital Improvement Program shall encompass all City capital facilities projects regardless of the revenue source.
2. Elements of the City-wide Six-Year Capital Improvement Program shall include the Six-Year Comprehensive Street Program, the Six-Year Comprehensive Wastewater Program and the Six-Year Comprehensive Water Program, as well as Six-Year Capital Improvement Programs submitted by each City department projecting the department's respective capital facilities needs, including estimated costs and proposed methods of financing, for at least the subsequent six years.
3. The City-wide Six-Year Capital Improvement Program shall include the necessary maintenance, rehabilitation, and renovation of existing capital facilities.
4. The City-wide Six-Year Capital Improvement Program shall prioritize consistency with the City's Comprehensive Plan and Sustainability Action Plan, including, but not limited to the adaptive reuse of suitable existing buildings. When adaptively reusing existing buildings, these facilities shall be renovated to the ~~((highest defined energy conservation standard justified by a net present value analysis of capital and forecast energy costs over a thirty year period or the forecast life of the building, whichever is less.))~~ Sustainable Public Building Requirements specified in SMC 12.05.030.
5. Should it be necessary to build new public facilities, these facilities shall be constructed to the ~~((highest defined energy conservation standard justified by a net present value analysis of capital and forecast energy costs over a thirty year period.))~~ Sustainable Public Building Requirements outlined in SMC 12.05.030.
6. The City-Wide Six-Year Capital Improvement Program is intended to be an evolving document reflecting the current status of financing, planning and implementation of the City's Capital Facilities Plan with the intent that the programs be revised as the City completes certain projects and adds new projects.

Section 2. That there is adopted a new section 12.05.005 of the Spokane Municipal Code to read as follows:

Section 12.05.005 Definitions

- A. "Conditioned Space" means an enclosed space within a building where there is intentional control of the space thermal conditions within defined limits using natural, electrical, or mechanical means. Spaces that do not have heating or cooling systems but rely on natural or mechanical flow of thermal energy from adjacent spaces to maintain thermal conditions within defined limits are considered conditioned spaces.

- B. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- C. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 3. That there is adopted a new section 12.05.030 of the Spokane Municipal Code to read as follows:

Section 12.05.030 Sustainable Public Buildings Requirements

- A. It is the intent of the City of Spokane to plan, design, construct, manage, renovate, operate, maintain, and decommission its buildings in an environmentally sustainable and economically efficient manner.
- B. All Capital Improvement projects constituting new construction, an addition, or renovations that involve substantial modification to all three of the major systems – mechanical, electrical, and plumbing - of a City-owned building and impacting 5,000 or greater gross square feet of conditioned space shall meet a minimum LEED Silver rating through the U.S. Green Building Council or comparable scoring system unless the City Council, by resolution, determines it not practicable due to available resources, construction costs, and life-cycle costs.
- C. If the City Council determines it not practicable to pursue LEED Silver rating, the Capital Improvement project shall continue to pursue the maximum number of LEED credits or comparable scoring system, reasonably achievable for the covered project.
- D. All Capital Improvement projects qualifying for LEED certification shall be registered through the U.S. Green Building Council or comparable scoring system, unless the City Council, by resolution, determines it not practicable due to overall project costs.
- E. All City departments shall seek opportunities to maximize the energy and water efficiency of existing City-owned buildings, consistent with the City's Sustainability Action Plan.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Subject

Adopting an ordinance to require the City to seek and obtain LEED Silver Certification from the United States Green Building Council, or equivalent scoring system, on new public building construction projects impacting 5,000 square feet or more of conditioned space and on major renovations which include improvements to mechanical, plumbing, and electrical systems in a building 5,000 square feet or more of conditioned space.

Background

The City of Spokane has multiple planning documents and policies that outline the desire for public buildings to be operationally efficient and effective. These documents include:

Chapter 5 Capital Facilities and Utilities of the City of Spokane's Comprehensive Plan

Policy 1.2 Operational Efficiency

"Require the development of capital improvement projects that either improve the city's operational efficiency or reduce costs by increasing capacity, use, and/or life expectancy of existing facilities."

City of Spokane Sustainability Action Plan

Strategy 5: Conserve Water Everywhere

5-C: *Develop innovative projects for water reuse and conservation on and in City properties and buildings.*

5-F: *Review and revise City policies, codes, ordinances and programs to allow for and incentivize best practices and innovation in water conservation.*

Strategy 6: Maximize Energy Efficiency

6-A: *Model leading practices by developing and implementing specific plans for reducing and managing energy use in all City operations.*

6-B: *Move toward carbon-neutral operations in all new and retrofit construction involving City facilities.*

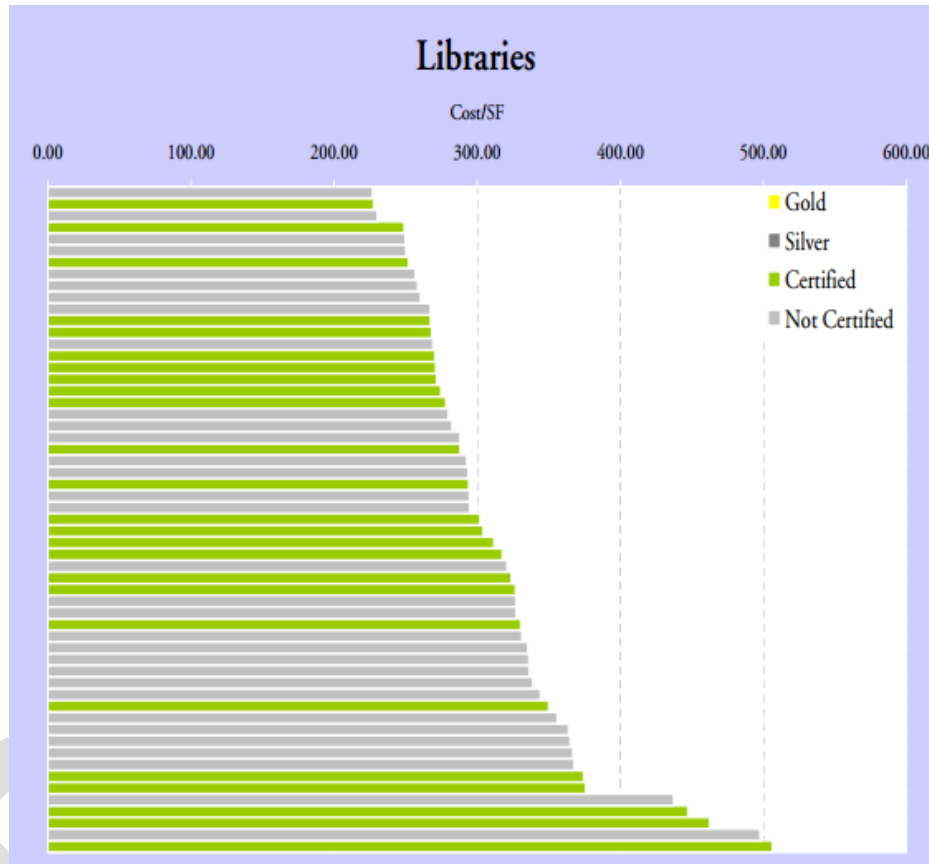
LEED/U.S. Green Building Council: By utilizing LEED/U.S. Green Building Council, an independent national third-party would be responsible for verification of performance. Some jurisdictions rely on other third-party systems, such as Energy Star or Green Communities.

Costs: Costs associated with pursuing LEED Silver certified buildings include: LEED certification fees, consultation costs, and possible increased construction costs specific to meeting LEED standards.

A study for California's Sustainable Building Task Force found that a minimal up-front investment of about 2% of construction costs typically yields life cycle savings of over ten times the initial investment. Source: The Costs and Financial Benefits of Green Buildings – Report to California's Sustainable Building Task Force (2003)

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

“There is no significant difference in average costs for green buildings as compared to non-green buildings”. In a study of 57 libraries, 25 seeking LEED certification and 32 not seeking certification, there was no significant difference between the costs of projects seeking LEED certification versus the projects not seeking certification. In fact, the LEED buildings tended to fall on the lower cost/SF end of the 57 libraries as seen by the graph below.



Source: “Cost of Green Revisited” – Davis Langdon (2006)

The cost premium for LEED certified buildings are often found in periods or areas of high construction demand and limited competition. This can lead to a shortage of bids including bids by inexperienced contractors who may view these onerous and bid high to account for the perceived risk (Langdon).

Savings/Benefits: Savings come from annual utility savings from reduced water and energy use.

Other jurisdictions

The City of Spokane would join Pacific Northwest jurisdictions of Seattle, Everett, Bellingham, Eugene, Portland, West Linn, King County, and Whatcom County.

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

The City of Spokane Valley is building their new City Hall building to LEED Standards but have chosen not to pursue the certification.

The State of Washington was the first US state to adopt a LEED Silver Standard for all public facilities greater than 5,000 square feet.

Understanding LEED

Projects can receive Sustainable Site ‘credits’ for a number of factors including: density, brownfield redevelopment, public transportation access, erosion control plans, bicycle storage, changing rooms, providing preferred parking for electric/alternative-fueled vehicles (or provides a fleet of alternatively fueled vehicles), reduced site disturbance, strategies to maximize open space, stormwater management, reducing the heat island effect, light pollution reduction

Projects can receive Water Efficiency ‘credits’ for water efficient landscaping, low-flow and waterless flush fixtures/innovative wastewater technologies, and water use reduction techniques.



Source: Water-efficient fixtures around City Hall

Projects can receive Energy and Atmosphere ‘credits’ for the commission of the building energy systems, refrigerant management, energy performance optimization (energy load reduction/improved equipment efficiency), and utilizing renewable energy and green power strategies onsite.

Projects can receive Materials and Resources ‘credits’ by incorporating recycled materials, reuse of a building, diversion of waste from landfills through construction waste management, reuse of materials, use of recycled content, use of local materials, and use of certified wood.

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Projects can receive Indoor Environmental Quality ‘credits’ by prohibiting smoking in the building, outdoor air delivery monitoring, increasing ventilation, use of low-emitting materials, lighting control, thermal comfort control, and maximizing daylight penetration to the building

‘Credits’ can also be earned for Innovation and Design Process.

Impact

This ordinance takes a step forward in implementing and codifying Sustainability Action Plan and Comprehensive Plan strategies.

By incorporating these energy and resource-efficient practices into our capital facilities projects, we are reducing the environmental impact of construction-related activities while providing savings to our taxpayers.

The construction of capital facilities is also an investment in our City employees. Utilizing these building principles will provide our employees with healthy places to work, which reduces absenteeism, turnover, and improves worker performance.

Action

Requesting City Council approval.

Funding

Refer to the 2015-2020/2016-2021 Citywide Capital Improvement Program

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Local LEED Certified or Designed Buildings

Northeast Community Center Addition – LEED Silver



Spokane Public Radio – Designed to meet LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Lincoln Heights Elementary – LEED Gold



STCU Moran Prairie – Designed for LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Washington State University Biomedical & Health Sciences Building – LEED Silver



The Davenport Grand Hotel – LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Spokane Falls Community College Science Building – LEED Gold



Spokane Community College Technical Education Building – LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Spokane Falls Community College Music Building – LEED Silver



Spokane Central Service Center – Complies with LEED Silver criteria



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Spokane Convention Center Expansion – LEED Silver



DRAFT

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Local Firms & Labor Organizations with LEED project experience:

- Vandervert Construction – *“Based on our experience, seeking LEED Silver or higher on new capital construction projects (over 5,000 SF) could provide long term benefits for the City of Spokane. The sustainable design and improved energy efficiency would be the biggest benefits. In terms of potential obstacles, there will be some additional time, administration support, and increased construction costs associated with the pursuit of LEED Silver certified projects. A key component for any project that seeks a level of LEED certification is to engage in a LEED consultant as early as possible to help navigate the design and LEED process right from the start.”* – Klint Kimball, Chief Estimator
- TestComm – *“LEED has brought beneficial change to the construction industry. And certain aspects are now business as usual. But the administrative cost has restricted its usefulness for all projects all the time.”* – Jerry Ensminger, Manager
- IRS Environmental – *“Our main scope of work on renovation/demolition jobs is to provide asbestos/lead/hazardous waste abatement. We have participated in many LEED projects over the years and have not had any major issues at all. LEED requires that GOOD Accurate records are kept for the disposal or recycling of waste from the projects, this is something we do on a regular basis so from our standpoint it’s just another layer of paperwork that we need to provide to the client. Not much of a problem in the long run at all.”* – Carl Burnham, Vice President
- Cement Masons & Operative Plasterers Local 72 – *“[LEED projects] actually helps us. Concrete construction, especially floor polishing, does work on LEED projects.”* – Jim Geren, Business Manager
- Plumbers & Pipefitters Local 44 – *“I think Sustainable Public Buildings is a great idea and worthwhile idea. Silver certification is great place to start...”* – Pat Perez, Business Manager
- Walker Construction – *“we have done them and they haven’t been too problematic. Most LEED requirements are met with clever enough spec writing.”* – Bill Walsh, Project Manager
- Graham Construction & Management
- Taylor Engineering
- Lewis Construction and Development
- TD&H Engineering
- Lydig Construction
- SRM Development
- Garco
- McKinstry
- Bernardo Wills
- Bouten Construction
- Baker Construction
- MSI Engineers
- Stantec
- Leone & Keeble
- DCI Engineers
- Cobra BEC
- Copeland Architecture and Construction
- OAC

among many others....

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Other jurisdictional experiences with sustainable public buildings policies:

Everett Washington

The City of Everett has built one project since their sustainable buildings ordinance was adopted in 2007. That building (Municipal Court) achieved LEED Silver.

* Source: Chris Lark, City of Everett

Seattle Washington (passed in 2002)

The City of Seattle had 18 City of Seattle LEED Certified Projects from 2003-2010.

Environmental Benefits Include:

- 47,100 tons of construction waste diverted
- 1,062,180 gallons of stormwater reduced per year
- 4,368,100 gallons of potable water saved per year
- 765,455 kilowatt hours of electricity saved per year
- 12,876,500 CO2 emissions reduced per year

The City of Seattle found while measuring 7 LEED projects that the soft costs (certification/consultation fees) ranged 0.47% to 1.31% of overall project cost.

Source: Mayor's Recommendations: Sustainable Buildings and Sites Policy – City of Seattle (2011)

“Looking back at the reports that I have received for projects in the last 2-3 years, construction premiums reported for LEED related costs have ranged from 0.05% to .56%, with projected annual utility savings (energy & water) of \$2,000 to \$6,000/yr. These are all LEED Gold Fire Station projects ranging from 8,000 to 20,000 sq.ft. A LEED Gold Transfer Station had a 0% construction premium and projected utility savings of \$56,000/yr. We have a recently completed 10,000 sq.ft. Platinum Fire Station that had a 5% premium, with savings projected at \$9,700/yr”
– Sandra Mallory, Sustainable Building Program Manager for City of Seattle

Eugene Oregon

The City of Eugene has pursued and obtained over \$2 million in energy efficiency incentives to support efficiency upgrades in their city buildings. Over 100 separate incentives, ranging in size from \$50 to \$150,000, have been applied for and received by the City of Eugene since 1995.

Source: City of Eugene Oregon Website – Energy Management Program

Portland Oregon

The City of Portland adopted their “Green Building Policy” in 2001. They subsequently updated their policy in 2005, 2009, and 2015 – making it stronger each year. From 2005-2009, the City of Portland built three new buildings which would fall under their Green Building Policy. One project received LEED Platinum, one project received LEED Gold, and the other project was LEED Certified – despite being financed prior to adoption of the Portland’s 2005 standards.

Source: City of Portland Green Building Policy Status Report 2005-2009

Anchorage Alaska

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Adopted an initial LEED Certified policy in 2008 with the minimum level increasing to LEED Silver in 2012. Their ordinance allows an appeal to the Building Board of Appeals in cases where not economically feasible. “new public buildings may experience higher design and construction costs which will be more than offset by permit fee reductions and lower operating costs over the life of the building, resulting in a net economic gain for public buildings.” Source: Municipality of Anchorage Summary of Economic Effects – General Government (Fiscal Note) Anchorage repealed their ordinance in 2011 after inserting their sustainability requirements into their building code. Source: Ross Noffsinger, City of Anchorage

Asheville North Carolina

Adopted their LEED Standards policy in 2007 which requires buildings over 5,000 square feet to achieve LEED Gold but strive for LEED Platinum (the highest standard). The City of Asheville’s newest public building, the Dr. Wesley Grant Sr. Southside Center, achieved LEED Platinum. The Center is most easily recognized by its roof, the shape of which channels rainwater into sediment reducing ponds and cisterns as well as the roof gardens. It employs energy-efficient windows, geothermal temperature regulation and energy conserving insulation. Source: City of Asheville Website/Asheville City Source

State of Washington

The biennial legislative report by the Department of Enterprise Services had the following findings on the state’s High Performance Green Buildings Law (RCW 39.35D):

- Achieving LEED certification does not always cost more; the range is -.7 percent to + 3.0 percent of the total project first cost. This can be offset with facilities operating savings and user comfort with improved employee productivity results.
- Estimated energy savings range from 19 to 50 percent. The payback for LEED related costs is estimated between 0 and 33 years with the average being 15 years for 75 percent of the projects where complete data is available.
- Construction waste recycling practices used on 10 projects diverted more than 7,500 tons (94 percent) of construction debris from landfills.

“ Buildings are typically designed for people. If a building fails to provide a healthy work or learning environment, then it has failed its primary purpose. Yet many buildings can cause “sick building syndrome” where occupants are made sick by the building’s products or systems. Symptoms include headaches, dizziness, forgetfulness, nausea and drowsiness. The syndrome can affect productivity and, in extreme cases, result in lawsuits against the State” – Washington Department of Enterprise Services .

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

ORD C35380

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 INITIATIVE & REFERENDUM UPDATES

Agenda Wording

An ordinance relating to initiatives and referendums; amending sections 2.02.020, 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110, 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.

Summary (Background)

Please see the attached briefing paper that summarizes the changes contained in the proposed amendments to the City's initiative and referendum processes.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

STUCKART, BEN

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

CHE

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C35380

An ordinance relating to initiatives and referendums; amending sections 2.02.020, 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110, 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That section 2.02.020 of the Spokane Municipal Code is amended to read as follows:

2.02.020 In General

A legal resident of the City of Spokane or a political committee as defined in RCW 42.17A.005(37), whose mailing address is in the City of Spokane and whose campaign manager, treasurer, or committee officer(s) is a qualified, registered elector in the City of Spokane, may petition the city council, under the authority of the Spokane City Charter, Article IX, section 82, to ordain a proposed measure, either an ordinance or a charter amendment. The resident or political committee representative sponsoring the proposed measure shall provide a notarized statement with appropriate supporting documentation to the city clerk at the time the measure is filed verifying that the requirements of this section have been met.

Section 2. That section 2.02.030 of the Spokane Municipal Code is amended to read as follows:

2.02.030 Filing of Initiative Measure

- A. In order to facilitate the processing of a proposed initiative measure, a petitioner shall file the proposed measure with the city clerk.
- B. The proposed measure must contain the ~~((mailing))~~ street address of the petitioner and telephone number of the petitioner or petitioner's representative, as well as the name, street address, telephone number, email address, and state or city business registration of any signature-gathering firm commissioned by the petitioner to gather signatures for the measure.
- C. The city clerk must immediately transmit a copy of the proposed measure to the city attorney.
- D. Within two weeks after receiving the measure, the city attorney prepares, after consultation with the petitioner(s), a ballot title and summary of the measure and files them with the city clerk.
 - 1. The ballot title shall consist of:
 - a. a statement of the subject measure, which must be sufficiently broad to reflect the subject of the measure, sufficiently precise to give notice of the measure's subject matter, and not exceed ten words;
 - b. a concise description of the measure, which must be a true and impartial description of the measure's essential contents; clearly

identify the proposition to be voted on; to the extent reasonably possible, not create prejudice either for or against the measure; and not exceed seventy-five words. When practicable, the question posed by the ballot title is written in such way that an affirmative answer to the question and an affirmative vote on the measure would result in a change in the law; and

c. a question.

~~((2. The statement of the subject measure must be sufficiently broad to reflect the subject of the measure, sufficiently precise to give notice of the measure's subject matter, and not exceed ten words.))~~

~~((3. The concise description must be a true and impartial description of the measure's essential contents, clearly identify the proposition to be voted on, to the extent reasonably possible, not create prejudice either for or against the measure and not exceed seventy five words. When practicable, the question posed by the ballot title is written in such way that an affirmative answer to the question and an affirmative vote on the measure would result in a change in the law.))~~

~~((4))~~2. The summary of the measure should be a clear and concise statement not to exceed one hundred fifty words.

~~((5))~~3. Neither ((The)) the ballot title ((and)) nor the summary of the measure ((shall not be)) may contain language or graphic elements which are argumentative or are reasonably likely to create prejudice for or against the measure.

- E. In addition to preparing the ballot title and summary of the measure, the city attorney shall review the proposed measure for such matters as form and style. The city attorney shall edit the measure as necessary to correct obvious typographical errors, conform the language to Spokane Municipal Code format and style, or eliminate ambiguity. Any such editorial revisions are made on a separate sheet from the measure as submitted and clearly identified. All editorial revisions shall be provided to the sponsor and the city clerk at the same time the city attorney files the ballot title and summary of the measure with the city clerk.
- F. Upon receipt of the ballot title and summary of the measure from the city attorney, the city clerk assigns ((a)) an initiative number by which the measure is identified. The city clerk affixes the ballot title and summary to the original of the proposed measure or the measure as revised pursuant to this section, inscribes the identifying number upon it and retains it in the official file.
- G. The city clerk must immediately furnish a copy of the proposed measure with its ballot title and summary to the sponsor, along with the form of the petition sheet ~~((and prepare a report to the city council for the next agenda))~~.

- H. When the proposed measure, ballot title, summary, petition form, and number by which the measure is identified are all in final form such that they comply with this chapter, the city clerk shall prepare a report to the city council for the next agenda.

Section 3. That section 2.02.040 of the Spokane Municipal Code is amended to read as follows:

2.02.040 Council Action on Initiative Measure

- A. Upon receiving the report regarding an initiative from the city clerk, the city council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation, or submit the initiative measure to the voters on its own motion.
- B. If the city council does not ~~((take either action set for in subsection (A)))~~ pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure shall be forwarded by the city clerk to the city hearing examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure to the city council, city clerk, and initiative measure sponsor ((- Within)) within fourteen days of receiving the initiative measure from the city clerk ~~((, the hearing examiner shall file his written opinion with the city council and the city clerk with a copy provided to the initiative measure sponsor))~~.
- C. Within seven days of receipt of the hearing examiner's written opinion, the initiative measure sponsor shall notify the city clerk in writing of the sponsor's decision to proceed with collecting signatures for the initiative measure or to revise the initiative measure based upon the hearing examiner's written opinion. If the sponsor elects to proceed with gathering signatures, the time period to collect and file petition signatures set forth in SMC 2.02.055 shall begin to run from the date the sponsor's written decision is filed with the city clerk. The sponsor shall provide the city clerk with a copy of the petition sheet the sponsor shall use for the collection of signatures. If the sponsor elects to revise the initiative measure based on the opinion of the hearing examiner, the city council shall discontinue processing the originally filed initiative measure. The initiative sponsors may file a revised initiative measure, which shall be submitted to the city clerk's office pursuant to SMC 2.02.030.

Section 4. That section 2.02.055 of the Spokane Municipal Code is amended to read as follows:

2.02.055 Petition Signatures

- A. Prior to circulation for signatures, an initiative petition shall have received an assigned initiative number from the city clerk's office and a written opinion from the hearing examiner regarding the legal validity and effect of the proposed measure; and the petition sponsor shall have informed the city clerk of the sponsor's decision to proceed with collecting signatures and provided the city clerk with a copy of the petition sheet, both pursuant to SMC 2.02.040.
- B. Signed petitions must be filed with the city clerk in a single batch by the petition sponsor or a representative designated as such in writing by the petition sponsor ((with the city clerk)) within three hundred sixty-five days from the date the sponsor files a written decision to proceed with the signature gathering pursuant to SMC 2.02.040. If the three hundred sixty-fifth day lands on a Saturday, Sunday, or a legal holiday, the petitions may be filed on the next succeeding day which is not a Saturday, Sunday, or a legal holiday. Petition signatures submitted after the three hundred sixty-fifth day will not be accepted by the city clerk's office.
- C. ~~The sponsor of the initiative may submit additional petition signatures at any time during the three hundred sixty-five day period until a sufficient number of signatures have been validated to place the measure on a ballot; however, if the additional))~~ Additional petition signatures ~~((are submitted later than one hundred twenty calendar days prior to the next election, the measure, if otherwise valid, will be placed on the ballot at the next appropriate election pursuant to section 82 of the City Charter))~~ shall not be accepted and shall be immediately returned to the initiative sponsor.
- ~~((D. Petition signatures collected after the three hundred sixty-five day period will not be counted towards a previously filed initiative.))~~
- ~~((E))~~ D. A person who has signed an initiative petition may withdraw his or her signature from a petition by submitting to the city clerk a written request for the withdrawal of the signature up to the time the clerk is directed by the city council to validate the signatures.

Section 5. That section 2.02.060 of the Spokane Municipal Code is amended to read as follows:

2.02.060 Form of Initiative Petition

- A. It is the obligation of the sponsor of the measure to print petitions for circulation of the proposed initiative measure. The sponsor is responsible to conform the petition to the requirements of this chapter as to form and content, to determine the number of signatures required, and to print enough petition sheets to accommodate sufficient signatures.

- B. The paper used for the petition sheets must be of sufficient weight and quality to accommodate printing and writing on both sides. Paper size should be between eight and twelve inches wide and between eleven and eighteen inches long. Printing should be no smaller than ten-point face, except that the full text of the measure may be in smaller type if necessary to allow the entire petition to be on a single sheet of paper. For reasons of length of text or other practical necessity, the specifications of this section may be adjusted as the sponsor and city clerk may agree.
- C. The measure must be typed or printed and be in the form of an ordinance, with a title and the entire text of the section(s) proposed to be added, amended or repealed. When the proposed measure would amend existing law, the text shall be in the following format:
1. Language to be deleted is set forth in full and enclosed in double parentheses or brackets and may be lined out by hyphens.
 2. New language to be added is underlined, unless an entire new section or subsection is being added; and
 3. Deletions of existing language precede additions of new language.
- D. The mandatory and exclusive elements of the petition sheet are:
1. a warning to potential signers regarding possible election law violations;
 2. a heading;
 3. horizontal lines numbered 1- 20 for the entry of data under ~~((four))~~ vertical columns (or ~~((four))~~ boxes);
 4. the full text of the measure;
 5. the name and street address of the sponsor (political committee representative or individual legal resident);
 6. the number of the measure; ~~((and))~~
 7. a ballot title and summary of the measure; and
 8. the signed declaration of the signature gatherer in the form provided in paragraph E below.
- E. Every petition sheet must include the printed name and signed declaration of the signature gatherer. All petition signatures on a petition sheet that does not include the declaration statement signed by the signature gatherer shall be disregarded and not included in the tabulation for validation. The signature gatherer declaration shall be printed as follows:

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

(Signature) (Date)

~~((E))~~F. The warning, heading, initiative number, body of the petition containing the ballot title, ~~((and summary of the measure, and))~~ numbered signature lines, summary of the measure and declaration of the signature gatherer must appear in that order on the front of each petition sheet. The ~~((other elements))~~ full text of the measure may be located on the front or the back of the petition sheet as the sponsor determines.

G. An initiative petition shall only include language and provisions set forth in Chapter 2.02 SMC and may not be altered after being assigned an initiative number by the city clerk pursuant to SMC 2.02.030. The sponsor may only modify the format of the petition sheet to accommodate the size of the petition sheet and the font of the print consistent with SMC 2.02.060 and may not alter the substance of the text or include additional information. Any petition sheet that includes additional information beyond what was included on the initiative petition sheet submitted to the city clerk pursuant to SMC 2.02.030(D) and (E) and which had been assigned an initiative number shall be disregarded, and the petition signatures on that sheet shall not be included in the tabulation for validation.

~~((F))~~H. Each sheet of the petition must be in substantially the following form:

WARNING

~~((Under Washington State law every))~~ Every person who signs ~~((an initiative or referendum))~~ this petition with any other than his or her true name, knowingly signs more than ~~((once))~~ one of these petitions, ~~((or))~~ signs this petition when he or she is not a legal voter ~~((; or signs a petition when he or she is otherwise not qualified to sign))~~, or ~~((who))~~ makes any false statement on ~~((such))~~ this petition may be ~~((guilty of a misdemeanor))~~ punished by fine or imprisonment.

INITIATIVE PETITION TO THE SPOKANE CITY COUNCIL

[INITIATIVE NO. _____]

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed ordinance [known as Initiative No. _____], a full, true and correct copy of which is printed herein, be passed without alteration by the Spokane City Council, or be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal elections. [If submitted to election the proposed ordinance shall appear as the following proposition:

(ballot title)

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	((RESIDENCE)) ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)	((DAYTIME PHONE (optional)))	((CHECK IF REGISTERED ADDRESS IS DIFFERENT))
1.				
20.				

((etc.))) (Name, street address and phone number of sponsor)

[(summary of measure)]

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

(Signature) (Date)

(full text of measure)

Section 6. That section 2.02.070 of the Spokane Municipal Code is amended to read as follows:

2.02.070 Filing of Initiative Petition

- A. The sponsor of the initiative measure must file or cause to be filed with the city clerk, in a single batch, the sheets of the petition no later than one hundred ((twenty)) fifty calendar days prior to the date of the next general or special election upon which the initiative measure is to be placed.
- B. The city clerk must immediately file a copy of the proposed measure with the city attorney.
- C. The city clerk must immediately tally the signatures on the petition submitted to determine if it appears to bear the requisite number of signatures of registered

voters of the City of Spokane as required by the Charter.

- D. At the next meeting the city clerk makes a report to the city council on the petition and the preliminary tally of signatures, stating what percentage of the votes cast at the last preceding general municipal election the tallied signatures represent. The city clerk also files with the council members a sample sheet of the petition.
- E. An initiative may not be withdrawn or discontinued once the signature petitions have been submitted to the city clerk.

Section 7. That section 2.02.090 of the Spokane Municipal Code is amended to read as follows:

2.02.090 Validation of Signatures

- A. If directed by the city council, the city clerk without delay makes arrangements with the county auditor, as ex-officio supervisor of elections, to ~~((gain access to the voter registration rolls))~~ validate the petition signatures to determine if the petition bears the minimum number of valid signatures of registered voters of the City of Spokane as required by City Charter.
- B. For the purpose of determining the validity of the signatures on the petition, the city clerk requests the county auditor to employ ~~((s))~~ the same standards established under state law for validation of signatures.
- C. Once a certificate of the validation process has been issued to the city clerk by the county auditor revealing the number of validated signatures so tallied, ~~((T))~~ the city clerk calculates what percentage that number is of the votes cast at the last preceding general municipal election. ~~((immediately tallies the number of signatures as revealed by the process of validation.))~~ If sufficient, ~~((A))~~ at the next meeting, the city clerk makes a report to the city council concerning the number of validated signatures so tallied and what percentage that number is of the votes cast at the last preceding general municipal election.

Section 8. That section 2.02.110 of the Spokane Municipal Code is amended to read as follows:

2.02.110 Publicity

- A. If the city council votes to grant an initiative petition and enact the proposed ordinance, the ordinance is published in the *Official Gazette* upon passage in the ordinary course. ~~((If the city council determines an initiative petition is, in its opinion, legally invalid, the decision to place the petition on file is reported in a newspaper of general circulation.))~~
- B. In case the measure would amend the charter or adopt a new or revised charter, then, in addition, the measure is published in the newspaper having the largest general circulation within the city once each week for four weeks next preceding the day of the election.

- C. In addition to the summary of the proceedings of the city council, which appears weekly in the *Official Gazette*, Washington law requires that notices of municipal elections be given by the county auditor.
- D. Pursuant to section 86 of the City Charter, the city clerk shall publish every proposed or referred ordinance in each number of the *Official Gazette* issued within fifteen days before the date of the election; and shall give such other notices and do such other things relative to such election, as may be required by law.

Section 9. That section 2.02.115 of the Spokane Municipal Code is amended to read as follows:

2.02.115 Appeal of Ballot Title and Legal Challenge Regarding Legal Validity of Initiative Measure

- A. Any person, including the sponsor of an initiative measure or referendum, the city council or the city administration, dissatisfied with the ballot title prepared by the city attorney may file an appeal in superior court pursuant to RCW 29A.36.090 within ten days of the filing of the ballot title with the county auditor.
- B. No appeal of a ballot title or summary of the measure shall be filed by the city council unless at least five members of the city council vote to file the appeal.
- C. Either ~~((F))~~ the city council ~~((and))~~ or the city administration may ~~((only))~~ initiate a legal challenge to an initiative or referendum measure as illegal, ~~((or))~~ unconstitutional or other legal grounds but only after ~~((it))~~ the city council has adopted a resolution directing the county auditor to place the measure on the ballot. No challenge shall be filed by the city council unless at least five members of the city council vote to challenge the initiative or referendum measure. Any pre- or post- election legal challenge shall comply with the current jurisprudence addressing those challenges.

Section 10. That section 2.02.130 of the Spokane Municipal Code is amended to read as follows:

2.02.130 Commencement of Referendum

A legal resident of the City of Spokane or a political committee as defined in RCW 42.17A.005(37), whose mailing address is in the City of Spokane and whose campaign manager, treasurer, or committee officer(s) is a qualified, registered elector in the City of Spokane, begins the referendum process by requesting from the city clerk the assignment of a referendum number and identifying the ordinance, or section(s) thereof, sought to be referred. If the ordinance has not yet taken effect, then the clerk assigns the measure a number and furnishes to the sponsor a copy of the ordinance. The

resident or political committee representative sponsoring the proposed measure shall provide a notarized statement with appropriate supporting documentation to the city clerk at the time the measure is filed verifying that the requirements of this section have been met.

Section 11. That section 2.02.140 of the Spokane Municipal Code is amended to read as follows:

2.02.140 Form of Referendum Petition

- A. The mandatory and exclusive elements and requirements of a referendum petition are the same as for an initiative petition as set forth in SMC 2.02.060 except that:
1. there need not be a ballot title; and
 2. the full text of the measure is the full text sheet that accompanied the ordinance when it passed the city council.
- B. Every petition sheet must include the printed name and signed declaration of the signature gatherer. All petition signatures on a petition sheet that does not include the declaration statement signed by the signature gatherer shall be disregarded and not included in the tabulation for validation. The signature gatherer declaration shall be printed as follows:

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) (Date)

~~((B))~~C. Each sheet of the referendum petition must be in substantially the following form:

WARNING

~~((Under Washington State law every))~~ Every person who signs ~~((an initiative or referendum))~~ this petition with any other than his or her true name, knowingly signs more than ~~((once))~~ one of these petitions, ~~((or))~~ signs this petition when he or she is not a legal voter ~~((; or signs a petition when he or she is otherwise not qualified to sign))~~, or ~~((who))~~ makes any false statement on ~~((such))~~ this petition may be ~~((guilty of a misdemeanor))~~ punished by fine or imprisonment.

REFERENDUM PETITION TO THE SPOKANE CITY COUNCIL

REFERENDUM NO. _____

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that (the entirety) (designated sections) of Ordinance No. _____, passed by the City Council on _____, 20____, and entitled

(title of ordinance)

a concise summary of which is printed herein, be repealed, or be submitted to the electors of the City of Spokane for their approval or rejection at the next municipal election. I understand that should this petition be sufficient and timely filed, the ordinance, or designated section(s) thereof, will be suspended from taking effect until approved by the voters.

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	((RESIDENCE)) ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)	((DAYTIME PHONE (optional)))	((CHECK IF REGISTERED ADDRESS IS DIFFERENT))
<u>1.</u>				
<u>20.</u>				

((etc.))) (Name, street address and phone number of sponsor)

[(summary of measure)]

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly) _____, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. _____ (Signature) _____ (Date)

[full text of measure]

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Spokane City Council
Initiative and Referendum process amendments
March 28, 2016

Subject

This briefing paper summarizes the changes contained in the proposed amendments to the City's initiative and referendum processes.

Summary

The proposed ordinance makes the following changes to the initiative and referendum process:

- Requires verification by the measure's sponsor of compliance with the ordinance's requirements regarding qualifications to file a petition, at the time the measure is filed.
- Requires submission of contact information for signature-gathering firms used for the measure.
- Prohibits language or graphic elements on the ballot title or summary of the measure which are argumentative or are reasonably likely to create prejudice for or against the measure.
- Requires that the City Clerk provide a copy of the form of the petition sheet to the sponsor and requires that the sponsor then send to the City Clerk the petition sheet to be used in signature gathering.
- Under the proposed changes, Council can reject a proposed initiative and proposed another on the same subject for Council legislation. The Council would still process the proposed petition unless the sponsor decides to discontinue the petition based on the Council's alternative legislation.
- Signatures must be turned in in one single batch; this eliminates the option for proponents to submit multiple batches over a period of months.
- Petition signatures can only be turned in by the sponsor or the sponsor's designated representative.
- Proponents have 365 days to turn in their signatures. Signatures turned in after that deadline are not accepted and are returned to the sponsor

immediately. Sponsor must turn in signatures no later than 150 days (increased from 120 days in the prior version) before the election date.

- Provides that the elements of the petition sheet listed in the ordinance are the mandatory and exclusive elements – no other elements allowed. Any additional information or alteration of the petition signature sheets will lead to that sheet (and the signatures on it) being disregarded.
- Petition sheet also must have a signed declaration of the signature gatherer. Petition sheets without the signed declaration are disregarded. Removes phone number of signer, but adds requirement that signature be in dark ink and that the printed name be printed legibly.
- Clarifies that an initiative may not be withdrawn once the signature petitions are submitted to the City Clerk.
- Clarifies that the County Auditor merely validates signatures – that number then goes back to City Clerk for determination of whether the correct number of signatures has been provided.
- Strikes obsolete language concerning City Council determination of legal invalidity and publication thereof.
- Clarifies that a legal challenge to an initiative or referendum measure can be initiated either by the City Council or the City administration only after the City Council has adopted a resolution directing the County Auditor to place the measure on the ballot.

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

ORD C35381

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

LORI KINNEAR 6261

Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

AN ORDINANCE RELATING TO THE MUNICIPAL COURT.

Agenda Wording

An ordinance relating to the municipal court; amending section 05A.05.020 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the salary-setting process for municipal court commissioners.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

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#

#

Approvals**Dept Head**

STUCKART, BEN

Division Director**Finance**

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PSC, 4/21/2016

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Additional Approvals**Purchasing**

ORDINANCE NO. C35381

An ordinance relating to the municipal court; amending section 05A.05.020 of the Spokane Municipal Code.

NOW THEREFORE, The City of Spokane does ordain:

Section 1. That section 05A.05.020 of the Spokane Municipal Code is amended to read as follows:

Section 05A.05.020 Other Judicial Officers

A. Judges Pro Tem.

1. Pursuant to RCW 3.50.090, the presiding municipal court judge may designate one or more persons as judges pro tem to serve in the absence or disability of the elected or duly appointed judges of the court, subsequent to the filing of an affidavit of prejudice, or in addition to the elected or duly appointed judges when the administration of justice and the accomplishment of the work of the court make it necessary.
2. The qualifications of a judge pro tempore shall be the same as for judges as provided under RCW 3.50.040, except that a judge pro tempore need not be a resident of the City or County of Spokane.
3. Judges pro tempore shall have all of the powers of the duly appointed or elected judges when serving as judges pro tempore of the court.
4. Before entering his or her duties, each judge pro tempore shall take, subscribe, and file an oath as is taken by a duly appointed or elected judge.
5. Judges pro tempore shall receive, and the City shall pay, compensation as fixed by ordinance. The compensation of a judge pro tem shall be one hundred twenty-five dollars per half-day of service.
6. The City shall have authority to appoint a district judge as its municipal judge when the municipal judge is not required to serve full time. In the event of the appointment of a district judge, the City shall pay a pro rata share of the salary.

B. Court Commissioners.

1. Pursuant to RCW 3.50.075, one or more court commissioners may be appointed by the presiding judge of the municipal court. Each commissioner holds office at the pleasure of the appointing judge.
2. A commissioner authorized to hear or dispose of cases must be a lawyer who is admitted to practice law in the State of Washington or a nonlawyer who has passed, prior to January 1, 2003, the qualifying examination for lay judges for courts of limited jurisdiction under RCW 3.34.060.
3. On or after July 1, 2010, when serving as a commissioner, the commissioner does not have authority to preside over trials in criminal matters or jury trials in civil matters unless agreed to on the record by all parties.
4. A commissioner need not be a resident of the City or County of Spokane.
5. Full-time commissioners shall receive compensation equivalent to ~~((the City's 2014 pay plan for elected officials and outside agencies, Group A09, Grade 69,~~

as it may be hereafter amended or retitled)) between seventy-five percent (75%) and eighty percent (80%) of the salary set for a Spokane Municipal Court judge under the provisions of Section 05A.05.040(B) of the Spokane Municipal Code.

In the event the Presiding Judge, in consultation with the Associate Judges, elects to name a Court Commissioner as the Administrative Court Commissioner, with additional duties related to functions associated with unfilled positions for Court Administrator and Chief Probation Officer, the Administrative Court Commissioner shall receive compensation equivalent to between ninety percent (90%) and ninety-five percent (95%) of the salary set for a Spokane Municipal Court judge under the provisions of Section 05A.05.040(B) of the Spokane Municipal Code.

Newly appointed court commissioners or administrative court commissioners may be placed at any ~~((of the pay plan's six steps))~~ percentage of a Spokane Municipal Court judge's salary within the specified ranges, at the discretion of the Presiding Judge. ~~((Step))~~ Salary increases will not occur annually on an automatic basis, but will be approved or disapproved and established on an annual basis based upon an individual commissioner receiving a satisfactory rating on that commissioner's annual performance review. Performance reviews shall be conducted by the Presiding Judge, in consultation with the Associate Judges, on the annual anniversary date of each commissioner's appointment as a commissioner, or as soon thereafter as may be practical.

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:**

04/18/2016

Date Rec'd

4/1/2016

Clerk's File #

ORD C35382

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

LORI KINNEAR 6261

Project #**Contact E-Mail**

LKINNEAR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

AN ORDINANCE RELATING TO THE MUNICIPAL COURT PROBATION DEPARTMENT

Agenda Wording

An ordinance relating to the probation department of the municipal court; amending section 03.01A.710 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the description of the supervisor of the municipal court probation department.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

STUCKART, BEN

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

PSC, 4/21/2016

Finance

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Additional Approvals**Purchasing**

ORDINANCE NO. C35382

An ordinance relating to the probation department of the municipal court; amending section 03.01A.710 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.710 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.710 Probation

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

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

03/28/2016

Date Rec'd

3/15/2016

Clerk's File #

ORD C35377

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Cross Ref #**Contact Name/Phone**

BORIS BORISOV 625-6156

Project #**Contact E-Mail**

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Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - ORDINANCE FOR EAST SPRAGUE PARKING & BUSINESS IMPROVEMENT

Agenda Wording

An ordinance establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code. (Under RCW 35.87A.030, the City Council is authorized to initiate the

Summary (Background)

RCW 35.87A.010 authorizes the creation of parking and business improvement districts for economic development and neighborhood revitalization, and to facilitate the cooperation of merchants and businesses, to assist trade, economic viability, and livability. Through the Targeted Investment Pilot Program, the East Spokane Business Association (ESBA) identified the establishment of a PBIAs as a priority and requested City Council assistance. The City Council provided funding to hire a

Fiscal Impact**Budget Account**

Neutral \$

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Select \$

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Select \$

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Select \$

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

KEY, LISA

Study Session**Division Director**

KEY, LISA

Other

PED 3/21/16

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

establishment of a Parking and Business Improvement Area (PBIA). The East Spokane Business Association and neighborhood stakeholders have expressed interest in the establishment of a PBIA as a means to aid in economic development and neighborhood revitalization in the East Spokane area. The City Council passed a Resolution of Intention and Resolution of Initiation for the establishment of the East Sprague PBIA on March 28, 2016. Notice of this public hearing was provided to all ratepayers and published in the Spokesman Review.)

Summary (Background)

consultant to work with ESBA to develop a PBIA proposal which includes: a description of the boundaries of the proposed area, the proposed uses and projects to which the proposed special assessment revenues shall be put, and the total estimated costs and the estimated rate of levy of special assessments. The City Council passed a Resolution of Intention and Resolution of Initiation for the establishment of the East Sprague PBIA on March 28, 2016. Notice of this public hearing was provided to all ratepayers and published in the Spokesman Review.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

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Ordinance No. C35377

An ordinance establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code.

WHEREAS, the City of Spokane (the “City”) is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, Chapter 35.87A RCW authorizes the City to establish parking and business improvement areas to provide special benefits to business and property owners within a defined geographic areas through the imposition of special assessments; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No.2016 - 0033 initiating the establishment of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.030 and setting forth the boundaries of the district, the proposed uses and programs and the estimated rate of the special levy assessments; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No. 2016 – 0034 pursuant to RCW 35.87A.040 providing that it intends to established an East Sprague Parking and Business Improvement Area; and

WHEREAS, the East Spokane Business Association and other interested stakeholders in the East Spokane area have expressed interest in the establishment of a parking and business improvement area as a means to aid in economic development and neighborhood revitalization in the East Spokane area; and

WHEREAS, the City of Spokane is a property owner within the boundaries of the East Sprague Parking and Business Improvement Area and will be subject to the assessment on the same basis as other property owners; and

WHEREAS, the City Council has considered the interest of the East Sprague Business Association, the neighborhood and public comments received during the public hearing held pursuant to RCW 35.87A.040 and believes it is in the best interest of the City to proceed with the establishment of the East Sprague Parking and Business Area pursuant to the adoption of this ordinance; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 4.31C to Title 4 of the Spokane Municipal Code to read as follows:

Chapter 4.31C

East Sprague Parking and Business Improvement Area

Sections:

4.31C.010	Establishment
4.31C.020	BID Boundaries
4.31C.030	BID Programs
4.31C.040	Levy of Special Assessments
4.31C.050	Collection of BID Assessments
4.31C.060	BID Fund
4.31C.070	Administration
4.31C.080	Ratepayer Advisory Board
4.31C.090	Contract for Program Management
4.31C.100	Annual Budget
4.31C.110	Notice
4.31C.120	Disputes
4.31C.130	Severability
4.31C.130	Renewal - Termination

4.31C.010 Establishment

The City of Spokane, pursuant to chapter 35.87A RCW, hereby establishes the East Sprague Parking and Business Improvement Area (PBIA) pursuant to Resolution No. 2016 - 0033 titled "A resolution to initiate an East Sprague Parking and Business Improvement Area" adopted by the City Council on March 28, 2016, and Resolution No. 2016 – 0034 titled "A resolution of intention to establish an East Sprague Parking and Business Improvement Area" adopted by the City Council on March 28, 2016. A public hearing regarding the formation of the East Sprague PBIA was held on April 18, 2016 beginning at six p.m. in the City Council Chambers in City Hall at Spokane, Washington. The East Sprague PBIA created herein shall be designated the "East Sprague Business Improvement District" (the "East Sprague BID").

4.31C.020 BID Boundaries

The East Sprague Parking and Business Improvement Area shall be within the following boundaries geographically shown on the map attached as Appendix A (East Sprague Parking and Business Improvement Area Boundaries), which is incorporated herein by reference:

- From the intersection of S Smith Street and E 1st Avenue, proceed west along E 1st Avenue to S Perry Street.
- From the intersection of S Perry Street and E 1st Avenue, proceed south along S Perry Street a half block to 1st – Pacific Alley.

- From 1st – Pacific Alley and S Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north until the railroad.
- From the intersection of N Erie Street and the railroad, proceed northeast along the railroad right-of-way until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546.
- From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.
- From N. Perry St, proceed north along N Perry Street to E Riverside Ave.
- From the intersection of E Riverside Ave and N Perry St proceed east along E Riverside Ave to N Helena Street.
- From the intersection of N. Helena Street and E Riverside Street proceed north along N Helena until the railroad.
- From the intersection N Helena Street and the railroad, proceed northeast along the railroad right of way until N Madelia Street.
- From the intersection of N Madelia Street and E Main Ave., proceed east along E Main Ave until N Crestline Street.
- From the intersection of N Crestline Street and E Main Ave, proceed south along N Crestline Street to E Riverside Ave.
- From the intersection of E Riverside Ave and N Crestline Street, proceed east along E Riverside Ave to S Smith Street.
- From the intersection of S Smith Street and E Riverside Ave., proceed south along S Smith Street to E 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

The above description will hereafter be referred to as the “business improvement district” or “BID.” Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, shall be subject to special assessments as authorized by RCW 35.87A.010.

4.31C.030 BID Uses and Programs

The special assessment revenues collected on account of the PBIA shall be used for the following component uses and programs:

- A. Clean and Green efforts including district cleanliness, graffiti removal, trash collection, and landscaping.

- B. Neighborhood Beautification, including signage, street tree maintenance, decorative lighting, and streetscape amenities.
- C. District Branding and Marketing, including promotion, advertising, website maintenance, and event assistance.
- D. Safety and Security, including advocacy for increased patrol, crime prevention through design, exploration of security measures and services.
- E. Administration to manage contracting, volunteer coordination and reporting.
- F. Contingency Reserve for unanticipated events or district maintenance needs.

The listing of services is illustrative and not exclusive. All such activities are supplemental to services provided by the City and are not intended to displace any services regularly provided by the City. The estimated initial annual cost of these services is \$58,592.00. Exact services shall be determined by the contract for program management pursuant to SMC 4.31C.090.

4.31C.040 Levy of Special Assessments

To finance the programs set forth in SMC 4.31C.030, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague Parking and Business Improvement Area detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the Spokane County Tax Assessor’s Office as “Residential Undivided” shall not be assessed.

- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:
 - 1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the

2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.

2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.
3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of \$50 per property parcel and a maximum of \$250 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - i. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2015 and June 2016.
 - ii. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in SMC 4.31C.040 B.
 - i. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in CPI-U-Spokane since the first assessment year. The TAV rate will remain the same.
 - ii. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2018 and June 2019.
 - iii. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the

lesser of 6% or the percentage change in CPI-U-Spokane between June 2018 and June 2020.

3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in SMC 4.31C.040 B., except in the case of new construction, as follows:
1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
 2. If there is an increase in Net Building Square Footage for a parcel, then the East Sprague Business Improvement Area assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - i. 3% per year from the year of the change; or
 - ii. The CPI-U-Spokane from January of the year prior to the change to January of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

3. If there is no increase in Net Building Square Footage for a parcel, then assessments in the East Sprague Parking and Business Improvement Area will be calculated as described in SMC 4.31C.040 B and C above. New assessments will be invoiced during the next billing cycle.

4.31C.050 Collection of PBIA Assessments

- A. Except as set forth below in this section, special assessments for the PBIA shall be collected on an annual basis, with payments due on January 20th or the first business day thereafter.
1. A ratepayer may elect to make payment in equal semi-annual installments, the first due on January 20th and the next due on July 20th or the first business day thereafter. For semi-annual payments there shall be added to the assessment ten dollars on each payment to provide for administrative expenses.

2. Payment date of the special assessment in the initial year of the formation of the PBIA may be delayed to a specific date as set forth in the ordinance confirming the assessment roll.
- B. A new business or multifamily residential or mixed-used project that locates within the PBIA after a billing cycle commences shall be exempt from PBIA assessment for the remainder of that billing cycle, but may make voluntary payments to the City in lieu of any special assessment that otherwise would have been due.
1. A billing cycle is a twelve-month period beginning each December 20th.
 2. Businesses, multifamily residential and mixed-used projects will not be entitled to PBIA programs, as identified in SMC 4.31C.030, unless they have been assessed pursuant to SMC 4.31C.040 or have made a payment in lieu of assessment pursuant to this section.
- C. Within fifteen days after the January and July due dates for PBIA assessments, the city treasurer shall send a reminder notice to all ratepayers with unpaid assessments.
1. Thirty days after the due date, a delinquency charge shall be added in the amount of ten percent of the assessment, not to exceed one hundred dollars.
 - a. All assessments shall also bear interest at the rate of one percent of the amount of the unpaid assessment for each month, or part thereof, of delinquency.
 - b. The city attorney is authorized to bring an action to collect any unpaid assessments in the Spokane County courts as a civil action, or in the discretion of the Mayor, refer collection to a collection agency.

4.31C.060 BID Fund

- A. There is hereby established by the City the “East Sprague Parking and Business Improvement Area fund” (hereinafter “East Sprague PBIA fund”), which shall be held separate and apart from all other City funds and accounts. The following moneys shall be deposited or credited to the East Sprague PBIA fund:
1. All revenues from special assessments levied under this chapter.
 2. Gifts and donations for the East Sprague PBIA fund.
 3. Moneys for expenditures made from the East Sprague PBIA fund and reimbursements due to the East Sprague PBIA fund.
 4. Interest and all other income from the investment of East Sprague PBIA fund deposits according to established procedures and policies; and
- B. Expenditures from the East Sprague PBIA fund shall be made upon vouchers drawn by the Mayor, through the city administrator or his designee, and shall be

used exclusively for purposes that are consistent with this chapter and chapter 35.87A RCW.

4.31C.070 Administration

The Mayor, through the city administrator, through his or her designee, shall administer the East Sprague PBIA for the City with authority to:

- A. direct the collection of special assessments;
- B. direct any refund of special assessments when overpaid or paid for the same area by more than one ratepayer;
- C. extend the deadline for payment and/or waive delinquency charges and interest whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or nonpayment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;
- D. determine and apply the interest rate for late payments contemplated by SMC 4.31C.050;
- E. execute a contract for the management of BID programs with a business association as described in RCW 35.87A.110 (the "program manager");
- F. after consultation and with the advice of the ratepayer advisory board through the program manager, take such other actions as necessary and appropriate to carry out the program with special assessments; and
- G. upon City Council approval, adopt, publish and enforce rules consistent with this chapter, for carrying out its provisions.

4.31C.080 Ratepayer Advisory Board

- A. Pursuant to RCW 35.87A.110, there is hereby created an East Sprague PBIA advisory board with a minimum of five members or a maximum of seven members, to be known as the "Ratepayer Advisory Board." The ratepayer advisory board shall consist of persons in good standing owning property assessed by the BID or an owner's designated representative or managers of real property. "Persons in good standing" are those ratepayers who are not more than sixty days delinquent on any PBIA assessment unless the ratepayer has appealed the PBIA assessment and is in the appeal process, in which case the ratepayer retains his or her "in good standing" status through completion of the appeal process.

- B. Board positions are designated by geography, business, and property type to ensure that the PBIA's interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of at least one individual representing properties in each of the areas, one through three, and should include property owners or owner's designated representative or managers of real property and representatives of commercial businesses, nonprofit organizations, residential or mixed-use property, and one current officer of the East Spokane Business Association.

One representative of the program manager shall be a nonvoting, ex officio member of the ratepayer advisory board. The program manager shall provide administrative staff to the ratepayer advisory board.

- C. The initial membership of the ratepayer advisory board shall be nominated by the Mayor and appointed by the City Council; three of which shall serve a two year term and two of which shall serve a one year term. Subsequent appointments shall be made consistent with this subsection.

Each member of the ratepayer advisory board will be elected by property owners, an owner's designated representative, or managers of real property within the PBIA for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).

1. A subcommittee of ratepayer advisory board members will receive nomination applications and will select a slate of candidates for open ratepayer advisory board positions to be presented at the annual meeting.
2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting. Ratepayers can vote by proxy if they are unable to attend the annual meeting.

- D. The ratepayer advisory board shall:

1. establish and maintain a database which includes a list and classification of all ratepayers;
2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and
3. provide recommendations to the Mayor regarding ratepayer disputes which include adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. The ratepayer advisory board shall make recommendations to the program manager on matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.

4. adopt bylaws, which shall be approved by the City Council, including all subsequent revisions and amendments.

4.31C.090 Contract for Program Management

Pursuant to RCW 35.87A.110, the City shall solicit for and enter into an agreement with an appropriate business association for the purpose of administering and operating the annual PBIA programs through a contract with the City of Spokane as “program manager. The program manager will not be terminated unless:

- A. a suitable successor organization is recommended by a majority of the votes of the ratepayers at their annual meeting weighted by the dollar amount of their BID assessments;
- B. a petition is presented to the City Council signed by ratepayers paying a majority of the BID assessments requests termination and after a public hearing the City Council votes to terminate the contract consistent with the terms of the contract;
- C. the City Council fails to impose special assessments;
- D. pursuant to the program manager contract; or
- E. the BID is disestablished in accordance with RCW 35.87A.180.

4.31C.100 Annual Budget

The ratepayer advisory board shall submit to the City Council through the program manager on or before December 1st of each year a report consisting of:

- A. a statement of the proposed projects, programs and activities to be funded from BID assessments during the ensuing fiscal or calendar year;
- B. the proposed PBIA budget; and
- C. a list of ratepayers, business classifications and the assessment rates necessary for financing the proposed budget.

The City Council, upon receipt of the report may approve, reject, correct, revise, modify and amend the proposed projects, programs and activities, budget and assessment and thereafter, by ordinance or resolution, approve the activities, budget and assessment as provided or as modified.

4.31C.110 Notices

Notices of assessment, installment payment or delinquency, and all other notices contemplated by this chapter may be sent by first class mail or delivered by the City to the address shown on the records of the city treasurer and, if no address is shown there, to the address shown on the records of the City maintained for business or utility tax purposes. Failure of the ratepayer to receive any mailed notice shall not release the ratepayer from the duty to pay the assessment, or except as authorized by SMC 4.31C.070, from payment on the due date and any delinquency charges.

4.31C.120 Disputes

Any ratepayer, aggrieved by the amount of an assessment, shall request, within sixty days from the date of the assessment, a meeting and/or hearing before the ratepayer advisory board and, if not satisfied with the decision of the ratepayer advisory board, appeal, within ten days from the date of the decision, the matter de novo, to the City hearing examiner in the manner provided for under the City's municipal code.

- A. An appeal to the City hearing examiner shall include a fifty dollar filing fee payable to the City of Spokane.
- B. The hearing examiner has the authority to:
 - 1. classify ratepayers within the types of use under SMC 4.31C.040;
 - 2. determine the square footage of ratepayers for assessment purposes, the rate applicable to a ratepayer when classifications overlap, and resolve ambiguities in the application of rates;
 - 3. determine special benefits, and resolve all matters reasonably related thereto.
- C. In determining a ratepayer's square footage, the hearing examiner may rely on figures supplied by the Spokane County assessor, the ratepayer board and/or a lease agreement without making measurements directly.
- D. When determining a property's value, the hearing examiner may rely upon the records of the Spokane County assessor.

4.31C.130 Severability

If any section, subdivision, part or word of this chapter or any regulation, rule or order adopted pursuant to the authority thereof be determined invalid, it shall not affect the remainder of the chapter, but be confined to the section, subdivision, part or word directly involved in the controversy with the section, subdivision, part or word severed or stricken.

4.31C.140 Renewal – Termination

- A. To promote continuity in services being provided by the East Sprague PBIA, and to enhance the special benefits supporting the special assessments in the PBIA,

the City Council may only terminate the PBIA or repeal chapter 4.31CB SMC by taking legislative action by July 1st to effectuate the termination or repeal for the subsequent year. If the Council does not take such legislative action by July 1st, the PBIA shall continue through the subsequent year.

- B. If by July 1st, the City Council receives a petition signed by businesses and multifamily residential or mixed-use operators within the PBIA which would pay a majority of the special assessments requesting the termination of the PBIA, the City Council shall, after a public hearing, adopt a resolution terminating the PBIA effective January 1st of the subsequent year. The City Clerk, through the City administration, shall verify that the petition signatures represent more than a majority of the businesses and multifamily residential or mixed-use operators within the PBIA which would pay a majority of the special assessments.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

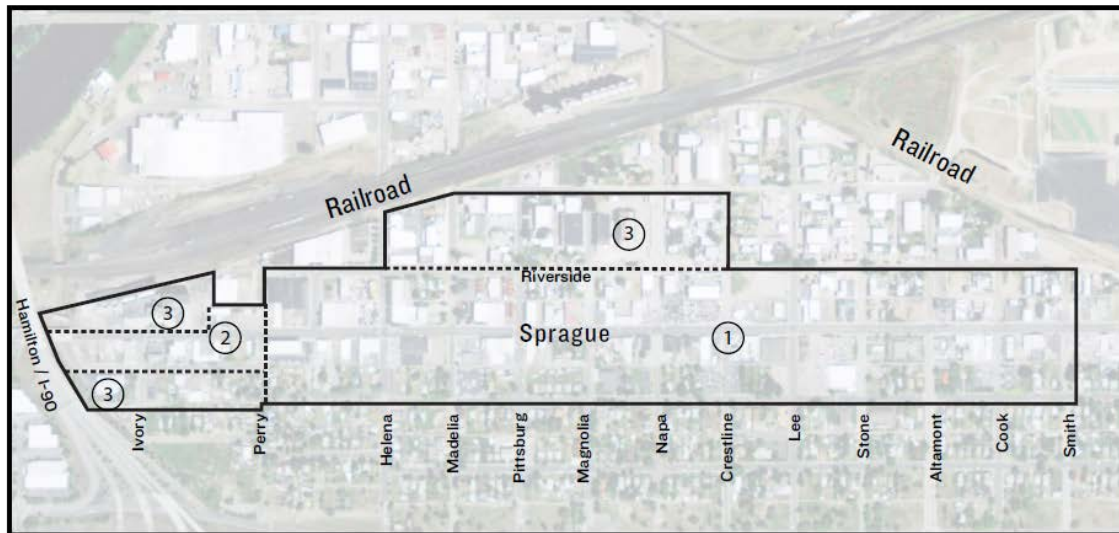
Date

Effective Date

Appendix A. East Sprague Parking and Business Improvement Area Boundaries

East Sprague Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial

EAST SPRAGUE BUSINESS IMPROVEMENT DISTRICT

Assessment Formula

Estimated Revenue	% Assessment based on LSF	% Assessment based on TAV	Total Parcels
\$58,592	75%	25%	234

Benefit Area by Zone	Minimums	Maximums	Rate per LSF	Rate per \$1,000 TAV
Center and Corridor (Zone 1)	\$200	\$1,000	2.5 cents	60 cents
General Commercial (Zone 2)	\$100	\$500	1.3 cents	30 cents
Industrial (Zone 3)	\$50	\$250	.6 cents	15 cents

BID Program

Clean & Green

- District cleanliness, litter and graffiti removal, trash collection, landscaping and weeding

District Beautification

- Twinkle and seasonal lighting, acquisition and maintenance of street furniture, district signage

Branding & Marketing

- Marketing, promotions, event assistance, website maintenance

Safety & Security

- Advocacy for increased patrols, crime prevention through design, exploration of security services and measures

Administration

- Management, contracting and procurement, operations, and reporting

Contingency Reserve

- Management of unanticipated events or maintenance



City Contribution

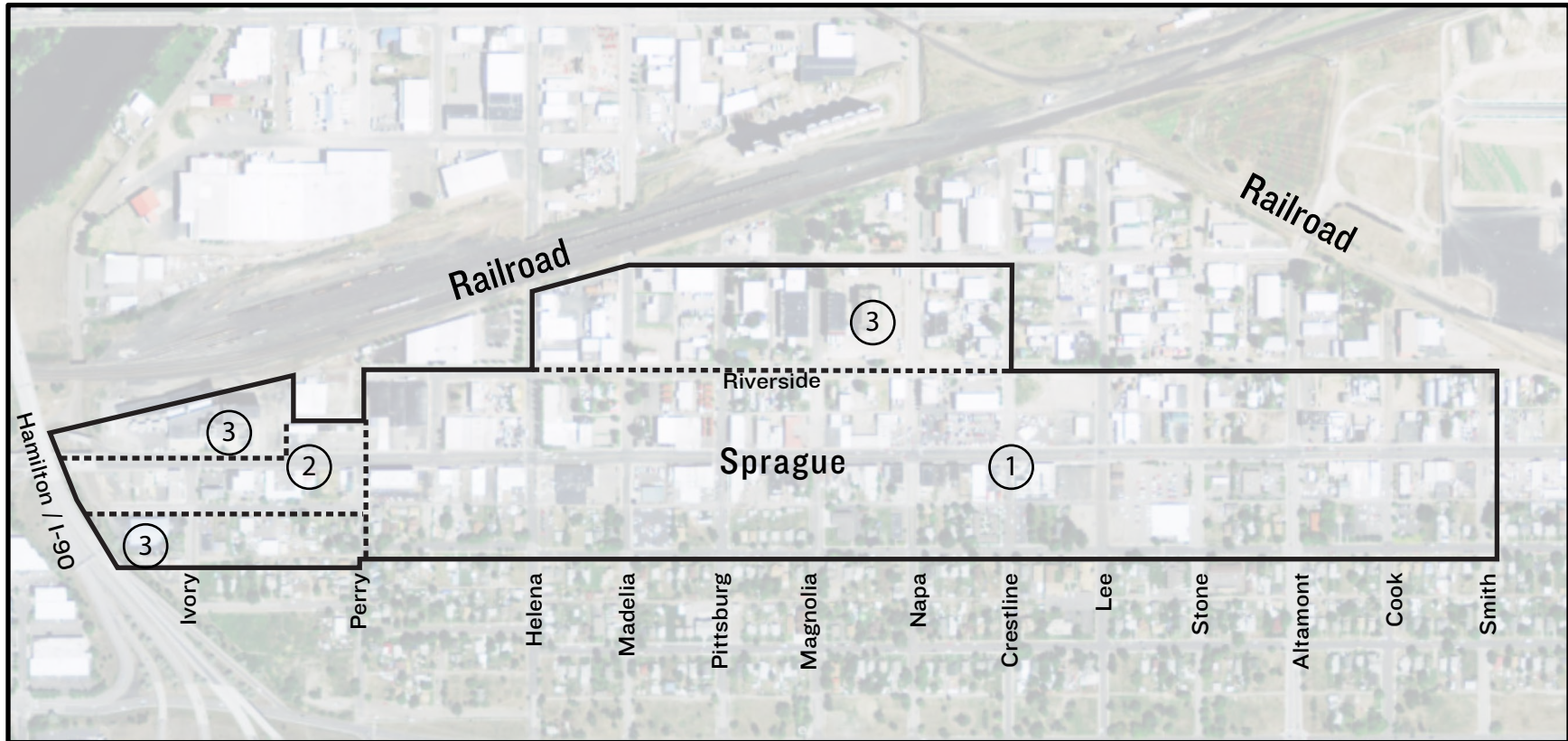
- Payment into BID as ratepayer
- On-going maintenance & repair of district irrigation systems
- Payment of district irrigation system water
- General maintenance, repair & replacement of streetlights
- Assistance with swales and storm water infrastructure

The BID **does not** result in reduced levels of City services.

East Sprague

Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial

E. Sprague Business Improvement District Signatures

Parcel No.*	Date Signed	Date Received	Owner
35164.2006	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35164.2007	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35211.0407	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35211.0408	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35211.0510	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35211.0402	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35211.0412	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35211.0401	9/9/2015	9/9/2015	RLC Group LLC, Robert A. Mauk
35174.0552	9/9/2015	9/9/2015	Bel Air Motel, LLC, Sally J. Baugress
35174.0553	9/9/2015	9/9/2015	Bel Air Motel, LLC, Sally J. Baugress
35212.0407	9/9/2015	9/9/2015	Smith, Darrell & Katherine, Darrell Smith
35212.0408	9/9/2015	9/9/2015	Smith, Darrell & Katherine, Darrell Smith
35212.0406	9/9/2015	9/9/2015	Smith, Darrell & Katherine, Darrell Smith
35212.0405	9/9/2015	9/9/2015	Smith, Darrell & Katherine, Darrell Smith
35212.0204	9/9/2015	9/9/2015	JDSC Holdings LLC, Jack Strong
35163.3909	9/9/2015	9/9/2015	Hanley, James L & Susan M, James Hanley
35163.3908	9/9/2015	9/9/2015	Hanley, James L & Susan M, James Hanley
35163.3906	9/9/2015	9/9/2015	Hanley, James L & Susan M, James Hanley
35163.3901	9/9/2015	9/9/2015	Hanley, James L & Susan M, James Hanley
35163.3913	9/9/2015	9/9/2015	Riverside Development LLC, James Hanley
35163.3904	9/9/2015	9/9/2015	Riverside Development LLC, James Hanley
35163.3907	9/9/2015	9/9/2015	ACME Electronics Service Inc, James Hanley
35163.3902	9/9/2015	9/9/2015	ACME Electronics Service Inc, James Hanley
35211.0509	9/9/2015	9/14/2015	Ashenbrener, Christopher & Christine, Chris R. Ashenbrener
35211.0503	9/9/2015	9/14/2015	Ashenbrener, Christopher & Christine, Chris R. Ashenbrener
35163.4002	9/9/2015	9/14/2015	Rogers, Charles Boyd Trustee, Charles Rogers
35163.4001	9/9/2015	9/14/2015	Rogers, Charles Boyd Trustee, Charles Rogers
35163.4003	9/9/2015	9/14/2015	Rogers, Charles Boyd Trustee, Charles Rogers
35163.4005	9/9/2015	9/14/2015	Rogers, Charles Boyd Trustee, Charles Rogers
35163.4004	9/9/2015	9/14/2015	Rogers, Charles Boyd Trustee, Charles Rogers
35164.1606	9/9/2015	9/14/2015	Inland Empire Residential Resources, Darryl K. Reber
35212.4806	9/9/2015	9/14/2015	Inland Empire Residential Resources, Darryl K. Reber
35164.1605	9/9/2015	9/14/2015	Inland Empire Residential Resources, Darryl K. Reber
35212.0203	9/10/2015	9/14/2015	Coon, DeanH, Barry Coon
35163.4102	9/9/2015	9/14/2015	Rantzow, Carl, Carl Rantzow
35163.4103	9/9/2015	9/14/2015	Rantzow, Carl, Carl Rantzow
35163.4104	9/9/2015	9/14/2015	Rantzow, Carl, Carl Rantzow
35163.4105	9/9/2015	9/14/2015	Rantzow, Carl, Carl Rantzow
35163.4111	9/9/2015	9/14/2015	CCRC LLC, Cody R. Coombs
35201.3304	9/9/2015	9/14/2015	Samca LLC, Steven Cada
35201.3305	9/9/2015	9/14/2015	Samca LLC, Steven Cada
35163.3703	9/10/2015	9/14/2015	1541, LLC, Mike S. Carner
35163.4011	9/9/2015	9/14/2015	McLendon, William/Richard, William G. McLendon
35164.2102	9/9/2015	9/14/2015	Eclipse Aeronautical Corp, Vincent Penn
35212.0108	9/9/2015	9/9/2015	Ross Printing, Alan Ross
35163.3811	9/9/2015	9/14/2015	Ross Printing, Alan Ross
35163.4008	9/13/2015	6/16/2015	D&R Schwartz, Daniel Schwartz
35163.4009	9/13/2015	9/16/2013	D&R Schwartz, Daniel Schwartz
35163.3701	9/13/2015	9/16/2015	Thomas Properties, Patrick M Thomas, Meuler
35163.3107	9/14/2015	9/16/2015	Quigley Investment Co, Thomas R. Quigley
35163.2915	9/14/2015	9/16/2015	Quigley Investment Co, Thomas R. Quigley
35163.2916	9/14/2015	9/16/2015	Quigley Investment Co, Thomas R. Quigley
35211.0502	9/11/2015	9/16/2015	Kincaid, Ronald & Briana, Ronald R. Kincaid
35211.0501	9/11/2015	9/16/2015	Kincaid, Ronald & Briana, Ronald R. Kincaid
35211.0201	9/9/2015	9/11/2015	LKB Properties LLC, LaVerne Biel
35211.0208	9/9/2015	9/11/2015	LKB Properties LLC, LaVerne Biel
35164.1514	9/14/2015	9/19/2015	Tarbox, Sandy, Sandy Tarbox
35212.0602	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr
35212.0601	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr
35212.0603	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr
35211.0101	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr
35211.0102	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr
35211.0103	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr
35211.0104	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr
35211.0106	9/24/2015	9/24/2015	Jeff Thomas/Community Mental Health Ctr

April 5, 2016

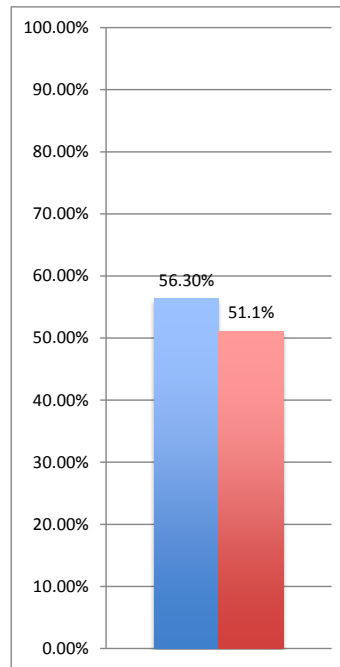
E. Sprague Business Improvement District Signatures

35174.0551	9/15/2015	9/24/2015	John C. Schriber/Spokane Tomorrow, LLC
35174.0549	9/15/2015	9/24/2015	John C. Schriber/Spokane Tomorrow, LLC
35212.0506	9/24/2015	9/24/2015	Keystone Unlimited/Jeff Thomas
35164.2802	9/23/2015	9/25/2015	Riverside Partners Group LLC, Chris Jostol
35164.2803	9/23/2015	9/25/2015	Riverside Partners Group LLC, Chris Jostol
35164.2308	9/9/2015	9/25/2015	Timothy J. Day, Timothy J. Day
35164.2305	9/9/2015	9/25/2015	Timothy J. Day, Timothy J. Day
35164.2306	9/23/2015	9/29/2015	Wolff, Cyril T/Barry Baker signed
35164.2307	9/23/2015	9/29/2015	Wolff, Cyril T/Barry Baker signed
35201.3202	9/19/2015	9/30/2015	Nadine M. Sullivan/N M Sullivan, LLC
35201.3201	9/19/2015	9/30/2015	Nadine M. Sullivan/N M Sullivan, LLC
35164.2508	9/14/2015	9/30/2015	Cynthia Jacobs
35164.1907	9/25/2015	9/30/2015	Hargreaves, David T.
35163.2912	9/25/2015	9/30/2015	Hargreaves, David T.
35212.1901	9/28/2015	10/1/2015	CLS Commercial, LLC/Clyde Sonnenberg
35212.1904	9/29/2015	10/2/2015	CLS Commercial, LLC/Clyde Sonnenberg
35212.1902	9/30/2015	10/3/2015	CLS Commercial, LLC/Clyde Sonnenberg
35212.1903	10/1/2015	10/4/2015	CLS Commercial, LLC/Clyde Sonnenberg
35212.1905	10/2/2015	10/5/2015	CLS Commercial, LLC/Clyde Sonnenberg
35212.1922	10/3/2015	10/6/2015	CLS Commercial, LLC/Clyde Sonnenberg
35164.2811	10/2/2015	10/2/2015	Gerald Ensminger
35164.2810	10/2/2015	10/2/2015	Gerald Ensminger
35164.2809	10/2/2015	10/2/2015	Gerald Ensminger
35163.3710	9/9/2015	10/2/2015	Lasac Investments, LLC/Jon Bagby
35163.3702	9/9/2015	10/2/2015	Lasac Investments, LLC/Jon Bagby
35163.3001	9/28/2015	10/5/2015	Spokane Transfer & Storage/Dale Ross
35212.0409	9/28/2015	10/8/2015	Johnson, Mark & Sharon
35164.1617	10/7/2015	10/12/2015	Sonrise Land, LLC/G. Persons w/ NAI Black
35212.0509	10/14/2015	10/14/2015	Decker, William
35212.0504	10/20/2015	10/20/2015	Magers, Edwin Perry
35163.4110	10/21/2015	10/21/2015	Magers, Edwin Perry
35212.0301	10/22/2015	10/28/2018	Keith Raschko
35163.3214	10/26/2015	11/2/2015	Shelby Funk, VP
35163.3215	10/26/2015	11/2/2015	Shelby Funk, VP
35163.3302	10/26/2015	11/2/2015	Shelby Funk, VP
35163.3203	10/26/2015	11/2/2015	Shelby Funk, VP
35163.4209	11/12/2015	11/10/2015	Autumn Froelich - Froelich Jr. Walter & Autumn G.
35163.4213	11/12/2015	11/10/2015	Autumn Froelich - Froelich Jr. Walter & Autumn G.
35163.4210	11/12/2015	11/10/2015	Autumn Froelich - Froelich Jr. Walter & Autumn G.
35163.4010	11/12/2015	11/10/2015	Margaret F. Pansie
35211.0302	11/18/2015	11/19/2015	Linka F. Elkin, E. WA Region President
35211.0301	11/18/2015	11/19/2015	Linka F. Elkin, E. WA Region President
35212.0305	11/20/2015	11/20/2015	Robert A. Gilles
35212.0306	11/20/2015	11/20/2015	Robert A. Gilles
35212.0304	11/20/2015	11/20/2015	Robert A. Gilles
35212.0317	11/20/2015	11/20/2015	Robert A. Gilles
35212.0316	11/20/2015	11/20/2015	Robert A. Gilles
35164.1513	11/19/2015	11/25/2015	John Mosby - Mosby Properties LLC
35163.3301	11/27/2015	11/30/2015	Shelby Funk, VP
35164.2608	9/10/2015	9/10/2015	Gregory C Waiting
35164.2609	12/2/2015	12/2/2015	Van Chiu, Owner
35164.2610	12/2/2015	12/2/2015	Van Chiu, Owner
35212.0505	12/2/2015	12/2/2015	Van Chiu, Owner
35163.3101	12/3/2015	12/3/2015	Simon Thompson, Owner
35163.3210	12/3/2015	12/3/2015	Simon Thompson, Owner
35211.0606	12/8/2015	12/8/2015	Ken Peterson/Ren, INC
35211.0607	12/8/2015	12/8/2015	Ken Peterson/Ren, INC
35212.0502	12/10/2015	12/21/2015	Alan R. Blalock, Owner
35164.1901	1/26/2016	2/3/2016	Joyce Bailey Vannoy
35212.021	4/1/2016	4/5/2016	Linda Hugo, New Owner
35212.0209	4/1/2016	4/5/2016	Linda Hugo, New Owner
35212.0201	4/1/2016	4/5/2016	Linda Hugo, New Owner

April 5, 2016

E. Sprague Business Improvement District Signatures

% with City	56.30%
% without	51.1%



RESOLUTION NO. 2016-0033

A resolution to initiate an East Sprague Parking and Business Improvement Area.

WHEREAS, the City of Spokane (the "City") is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, RCW 35.87A.030 authorizes the Spokane City Council to initiate the establishment of a parking and business improvement area by resolution; and

WHEREAS, the East Spokane Business Association and other interested stakeholders in the East Spokane area have expressed interest in the establishment of a parking and business improvement area as a means to aid in economic development and neighborhood revitalization in the East Spokane area; and

WHEREAS, the City Council has considered the interest of the East Spokane Business Association and neighborhood stakeholders and believes it is in the best interest of the City to proceed with the initiation resolution pursuant to RCW 35.87A.030.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE as follows:

Section 1. PBIA Initiation. The City Council hereby initiates the establishment of the East Sprague Parking and Business Improvement Area (East Sprague PBIA) by resolution pursuant to Chapter 35.87A RCW, to be known as the East Sprague Business Improvement District (East Sprague BID), for the purposes and within the boundaries described herein.

Section 2. Proposed Boundary Description. The East Sprague PBIA shall be within the following boundaries geographically shown on the map attached as Appendix A (East Sprague PBIA Boundaries) which is incorporated herein by reference:

- From the intersection of South Smith Street and East 1st Avenue, proceed west along East 1st Avenue to South Perry Street.
- From the intersection of South Perry Street and East 1st Avenue, proceed south along South Perry Street a half block to 1st – Pacific Alley.
- From 1st Avenue – Pacific Alley and South Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north until the railroad.
- From the intersection of North Erie Street and the railroad, proceed northeast along the railroad right-of-way until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546.

- From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.
- From North Perry Street, proceed north along North Perry Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Perry Street proceed east along East Riverside Avenue to North Helena Street.
- From the intersection of North Helena Street and East Riverside Street proceed north along North Helena until the railroad.
- From the intersection North Helena Street and the railroad, proceed northeast along the railroad right of way until North Madelia Street.
- From the intersection of North Madelia Street and East Main Avenue, proceed east along East Main Avenue until North Crestline Street.
- From the intersection of North Crestline Street and East Main Avenue, proceed south along North Crestline Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Crestline Street, proceed east along East Riverside Ave to South Smith Street.
- From the intersection of South Smith Street and East Riverside Avenue, proceed south along South Smith Street to East 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

Section 3. Proposed Uses and Programs. The special assessment revenues collected on account of the East Sprague PBIA shall be used for the following uses and component programs:

- A. Clean and Green efforts including district cleanliness, graffiti removal, trash collection, and landscaping.
- B. Neighborhood Beautification, including signage, street tree maintenance, decorative lighting, and streetscape amenities.
- C. District Branding and Marketing, including promotion, advertising, website maintenance, and event assistance.
- D. Safety and Security, including advocacy for increased patrol, crime prevention through design, exploration of security measures and services.
- E. Administration to manage contracting, volunteer coordination and reporting.

- F. Contingency Reserve for unanticipated events or district maintenance needs.

The listing of services is illustrative and not exclusive. All such activities are supplemental to services provided by the City and are not intended to displace any services regularly provided by the City. The estimated initial annual cost for these services is \$58,592.00.

Section 4. Estimated Rate of Levy of Special Assessment.

To finance the programs set forth in Section 3, there shall be levied and collected an annual special assessment upon the "businesses" and "multifamily residential" or mixed-use projects," as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the East Sprague PBI A which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague PBI A detailed below, using the Spokane County Assessor's property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor's Office as residential properties with three units or less shall not be assessed. Properties that are located in "Residential Single Family" zoning or "Residential Two Family" zoning and that are also classified by the Spokane County Tax Assessor's Office as "Residential Undivided" shall not be assessed.

- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016, the assessment will be as follows:
1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.
 2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County

records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.

3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of \$50 per property parcel and a maximum of \$250 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted, subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - i. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2015 and June 2016.
 - ii. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in Section 4.B.
 - i. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in CPI-U-Spokane since the first assessment year. The TAV rate will remain the same.
 - ii. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2018 and June 2019.
 - iii. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2018 and June 2020.

3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.

D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in Section 4.B., except in the case of new construction, as follows:

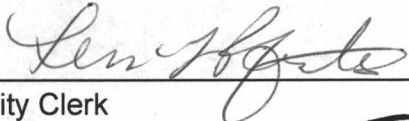
1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
2. If there is an increase in Net Building Square Footage for a parcel, then the East Sprague PBIA assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - i. 3% per year from the year of the change; or
 - ii. The CPI-U-Spokane from January of the year prior to the change to January of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

3. If there is no increase in Net Building Square Footage for a parcel, then assessments in the East Sprague PBIA will be calculated as described in Sections 4 B and 4 C above. New assessments will be invoiced during the next billing cycle.

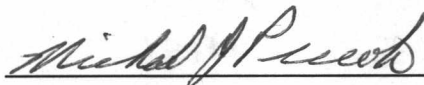
Section 5. This resolution shall take effect immediately.

ADOPTED by the City Council this 28th day of March, 2016.



City Clerk

Approved as to form:



Assistant City Attorney

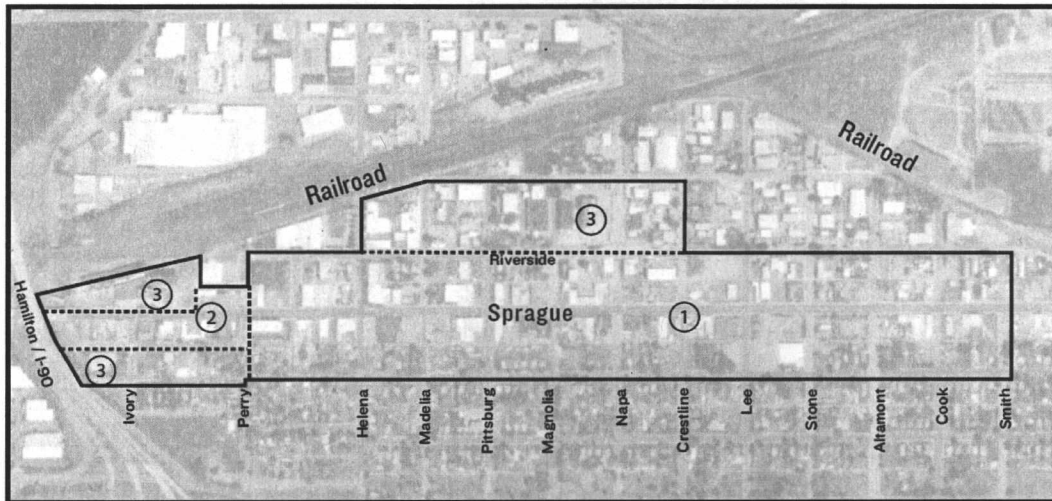


Appendix A. East Sprague Parking and Business Improvement Area Boundaries

East Sprague

Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial

IN

RESOLUTION NO. 2016-0034

A resolution of intention to establish an East Sprague Parking and Business Improvement Area.

WHEREAS, the City of Spokane (the "City") is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, RCW 35.87A.030 authorizes the Spokane City Council to initiate the establishment of a parking and business improvement area by resolution; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No. 2016-0033 initiating the establishment of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.030 and setting forth the boundaries of the district, the proposed uses and programs and the estimated rate of the special levy assessments; and

WHEREAS, the East Spokane Business Association and other interested stakeholders in the East Spokane area have expressed interest in the establishment of a parking and business improvement area as a means to aid in economic development and neighborhood revitalization in the East Spokane area; and

WHEREAS, the City Council has considered the interest of the East Spokane Business Association and neighborhood stakeholders and believes it is in the best interest of the City to proceed with the initiation resolution pursuant to RCW 35.87A.030; and

WHEREAS, RCW 35.87A.040 requires that the City adopt a resolution of intention to establish a PBIA and conduct a public hearing thereon; and

WHEREAS, the City Council, after passing the initiation resolution, desires to declare it intent to establish a PBIA and to set a time and place for a public hearing to consider the information contained in the initiation petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE as follows:

Section 1. The City Council hereby intends to establish the East Sprague Parking and Business Improvement Area (East Sprague PBIA) pursuant to Chapter 35.87A RCW, to be known as the East Sprague Business Improvement District (East Sprague BID), for the purposes, and with the boundaries, described herein.

Section 2. Proposed Boundary Description. The East Sprague PBI A shall be within the following boundaries geographically shown on the map attached as Appendix A (East Sprague PBI A Boundaries) which is incorporated herein by reference:

- From the intersection of South Smith Street and East 1st Avenue, proceed west along East 1st Avenue to South Perry Street.
- From the intersection of South Perry Street and East 1st Avenue, proceed south along South Perry Street a half block to 1st – Pacific Alley.
- From 1st Avenue – Pacific Alley and South Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north until the railroad.
- From the intersection of North Erie Street and the railroad, proceed northeast along the railroad right-of-way until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546.
- From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.
- From North Perry Street, proceed north along North Perry Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Perry Street proceed east along East Riverside Avenue to North Helena Street.
- From the intersection of North Helena Street and East Riverside Street proceed north along North Helena until the railroad.
- From the intersection North Helena Street and the railroad, proceed northeast along the railroad right of way until North Madelia Street.
- From the intersection of North Madelia Street and East Main Avenue, proceed east along East Main Avenue until North Crestline Street.
- From the intersection of North Crestline Street and East Main Avenue, proceed south along North Crestline Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Crestline Street, proceed east along East Riverside Ave to South Smith Street.
- From the intersection of South Smith Street and East Riverside Avenue, proceed south along South Smith Street to East 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

Section 3. Proposed Uses and Programs. The special assessment revenues collected on account of the East Sprague PBIA shall be used for the following uses and component programs:

- A. Clean and Green efforts including district cleanliness, graffiti removal, trash collection, and landscaping.
- B. Neighborhood Beautification, including signage, street tree maintenance, decorative lighting, and streetscape amenities.
- C. District Branding and Marketing, including promotion, advertising, website maintenance, and event assistance.
- D. Safety and Security, including advocacy for increased patrol, crime prevention through design, exploration of security measures and services.
- E. Administration to manage contracting, volunteer coordination and reporting.
- F. Contingency Reserve for unanticipated events or district maintenance needs.

The listing of services is illustrative and not exclusive. All such activities are supplemental to services provided by the City and are not intended to displace any services regularly provided by the City. The estimated initial annual cost for these services is \$58,592.00.

Section 4. Estimated Rate of Levy of Special Assessment.

To finance the programs set forth in Section 3, there shall be levied and collected an annual special assessment upon the "businesses" and "multifamily residential" or "mixed-use projects," as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the East Sprague PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague PBIA detailed below, using the Spokane County Assessor's property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor's Office as residential properties with three units or less shall not be assessed. Properties that are located in "Residential Single Family" zoning or "Residential Two Family" zoning and that are also classified by the

Spokane County Tax Assessor's Office as "Residential Undivided" shall not be assessed.

B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:

1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.
2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.
3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of \$50 per property parcel and a maximum of \$250 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - i. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2015 and June 2016.
 - ii. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in Section 4.B.
 - i. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate

on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in CPI-U-Spokane since the first assessment year. The TAV rate will remain the same.

- ii. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2018 and June 2019.
- iii. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2018 and June 2020.

- 3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.

D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in Section 4. B., except in the case of new construction, as follows:

- 1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
- 2. If there is an increase in Net Building Square Footage for a parcel, then the East Sprague PBIA assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - i. 3% per year from the year of the change; or
 - ii. The CPI-U-Spokane from January of the year prior to the change to January of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

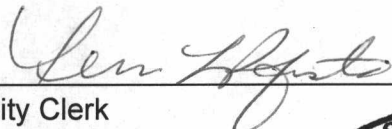
- 3. If there is no increase in Net Building Square Footage for a parcel, then assessments in the East Sprague PBIA will be calculated as described in Sections 4 B and 4 C above. New assessments will be invoiced during the next billing cycle.

Section 5. The City Council shall hold a public hearing to consider establishing the East Sprague PBIA on Monday, April 18, 2016, at 6:00 P.M., or as soon thereafter as the same may be heard in the City Council Chambers located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3304. The City Council will receive evidence and testimony from all individuals who are in support of or against the

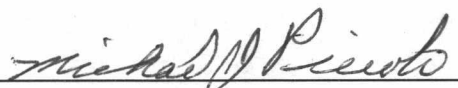
proposal to form the East Sprague PBIA. The City Clerk is directed to cause notice of such hearing to be given in the manner required by RCW 35.87A.050.

Section 7. This resolution shall take effect immediately.

ADOPTED by the City Council this 28th day of March, 2016.


City Clerk

Approved as to form:

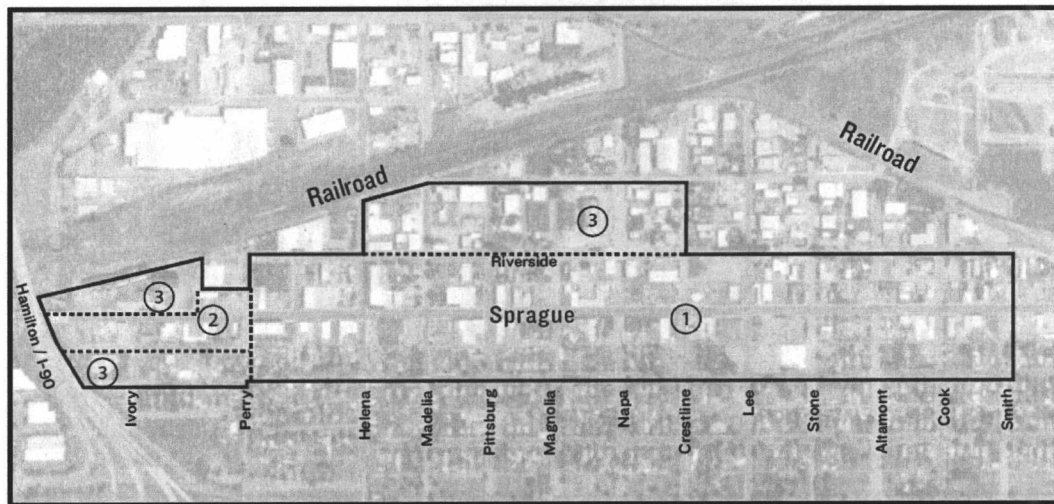

Assistant City Attorney



Appendix A. East Sprague Parking and Business Improvement Area Boundaries

East Sprague Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial



(509) 747-3947 • 1202 East Sprague Avenue • Suite 202 • Spokane, WA 99202

April 6, 2016

Mr. Boris Borisov
808 W. Spokane Falls Boulevard, 3rd Floor
Spokane, WA. 99201-3333

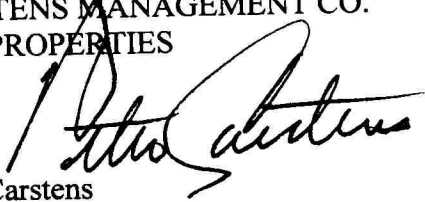
RE: RESO. NO 2016-0034

Dear Mr. Borisov

Pursuant to your correspondence I received concerning all of these improvements in the East Spokane Business Area, at this time, I would be against the proposal. It is very difficult to generate enough money of my two properties to generate enough extra money to cover the costs. This especially concerns me as I don't believe any of the proposed improvements will have anything to do with my properties. I believe I have been harmed already with approval of you changing a two lane street into a one lane street (Sprague Ave.). It holds up traffic and slows to a crawl when the busses are running. This has already de-valued my property and with an added tax it will de-value even more. When a owner decides to invest in a area he or she has to know all the factors concerning that area, I cannot afford the cost of improvement that have no bearing on my property. I truly don't believe any of the proposed programs will improve the properties enough to justify the cost not to mention none of the programs affect my properties.

I know you will probably push this proposal thru and this letter is a waste of my time, but I wanted you to know my side. Maybe it time to sell and look for a new area.

Sincerely
CARSTENS MANAGEMENT CO.
P & J PROPERTIES



Peter Carstens
President