

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, JULY 25, 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. | Increase estimated expenditure to purchase PC, Laptop and Mobile Data Hardware Equipment for the Fire Department from Dell Marketing L.P. (Dell Financial Services, L.L.C) (Austin, TX)—maximum increase of \$130,440 (incl. tax). Total contract maximum of \$521,760 (incl. tax).
Michael Sloon | Approve | OPR 2016-0005 |
| 2. | Multiple Family Housing Property Tax Exemption Agreement with:
Ali Brast | Approve | |
| | a. Northrock Island, LLC for one multi-family building with 12 units located at 712 South Scott Street. | | OPR 2016-0579 |
| | b. Riverview II, LLC for one multi-family building with 50 units located at 1404 West Riverside Avenue. | | OPR 2016-0580 |
| | c. M & J Scott St., LLC for one multi-family building with up to 11 units, located at 509 South Scott Street. | | OPR 2016-0581 |

- | | | | |
|-----|---|---------|------------------------------|
| 3. | Interlocal agreement between the City and the Spokane International Airport for the implementation and annual maintenance of Computer Aided Dispatch, Records Management System, and Mobile Applications—\$65,000.
Justin Lundgren | Approve | OPR 2016-0582 |
| 4. | Grant funding from the U.S Department of Transportation (Washington, DC CFDA# 20.218)—\$49,726 with a City Match requirement of \$12,432. Award period is June 1, 2016 to September 30, 2017.
Justin Lundgren | Accept | OPR 2016-0583 |
| 5. | Washington State Department of Transportation Aviation Grant Offer and Agreement SPO-01-16 for the Felts Field Taxiways B, D, & E and Taxilanes Rehabilitation Project—\$18,250.72 Revenue.
Larry Krauter & Council President Stuckart | Accept | OPR 2016-0584 |
| 6. | Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2016—\$100,000 Revenue.
Justin Bingham | Approve | OPR 2016-0585 |
| 7. | Contract with the Washington Department of Emergency Management for payment of claims from Federal Emergency Management funds for costs incurred during the 2015 Windstorm—\$1,400,000 Revenue.
Sally Stopher | Approve | OPR 2016-0586 |
| 8. | Three-year Contract with Inland Environmental Resources, Inc. (Spokane, WA) to supply liquid Magnesium Hydroxide to the Riverside Park Water Reclamation Facility for effluent pH adjustment—Yearly estimated cost \$538,065.
Mike Coster | Approve | OPR 2016-0587
BID 4255-16 |
| 9. | Contract Amendment No. 2 with Michael McMahon and the firm of Etter, McMahon, Lamberson, VanWert & Oreskovich, P.C. adding additional funds and removing the termination date—\$35,000.
Tim Dunivant | Approve | OPR 2015-0915 |
| 10. | Contract Extension with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated for Federal Lobbying Services—\$18,000 and Business Recruitment Assistance—\$28,220. Total contract amount: \$46,220. (Deferred from June 20, 2016, Agenda)
Jonathan Mallahan | Approve | OPR 2015-0584 |
| 11. | First Amendment to Interlocal Agreement between the City and the Spokane County Library District Concerning Mitigation of the Impact of Annexation in Moran Prairie and Glenrose Prairie. Andrew Chanse | Approve | OPR 2004-1086 |

12. Report of the Mayor of pending: Approve &
Authorize
Payments CPR 2016-0002
- a. 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 \$_____.
- b. Payroll claims of previously approved obligations through _____, 2016: \$_____. CPR 2016-0003
13. 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage, "and declaring an emergency and appropriating funds in:

ORD C35417

General Fund

FROM: Interfund Other General Govt. Services, \$50,800;

TO: Various Accounts, same amount.

[This action creates an additional Compliance/Tax Auditor position in the Finance Division (from 1 to 2 positions).]

Tim Dunivant

ORD C35418

Grants Management – General Fund

FROM: RSV TCC, \$90,000;

TO: Various Accounts, same amount.

[This action creates a Contract Compliance Officer position for the Grants Management Department (from 0 to 1 position).]

Sally Stopher

ORD C35419 Misc. CD Grants Fund
FROM: Private Grants, \$60,000;
TO: Various Accounts, same amount.

[This action establishes the budget necessary to accept \$60,000 revenue and disburse the same for related expenses under OPR 2016-0447 (Invest Health training grant).]

Suzi Scheidegger

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0062 Authorizing the execution of United States Department of Transportation Federal Aviation Administration Grant Offer No. 3-53-0072-054-2016 – Spokane International Airport.

Larry Krauter & Council President Stuckart

RES 2016-0063 Approving settlement of Graham Construction & Management, Inc., et. al., v. City of Spokane, and Washington State Department of Transportation, Spokane County Superior Court No. 15-2-02931-7—\$200,000.

Sam Faggiano

ORD C35416 Changing the zone for property located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map to show a Planned Unit Development Overlay Zone for said property. (Note: This Ordinance is pending council suspension of the rules to add it back on the City Council's July 18, 2016, Agenda for first reading.)

David Compton

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35250 Vacating the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue. (Southgate Neighborhood) (Hearing on vacation held April 27, 2015)

Eldon Brown

ORD C35420 Relating to special revenue funds, amending SMC sections 7.08.130 and adding a new section to be numbered 7.08.150.

Gavin Cooley

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 25, 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 July 25, 2016, Regular Legislative Session of the City Council is adjourned to August 8, 2016.

Note: The regularly scheduled City Council meeting for Monday, August 1, 2016, has been canceled. The July 25, 2016, Regular Legislative Session of the City Council will be held and then City Council is adjourned until August 8, 2016.

NOTES

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

07/25/2016

<u>Date Rec'd</u>	7/6/2016
<u>Clerk's File #</u>	OPR 2016-0005
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VB MASTER
<u>Agenda Item Name</u>	5300 - DELL VB INCREASE - 7/2016		

Agenda Wording

Approval to increase estimated expenditure, to purchase, PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial Services, L.L.C) Austin, TX. Increase limit by \$130,440 for Fire IT purchase to max of \$521,760 incl. tax.

Summary (Background)

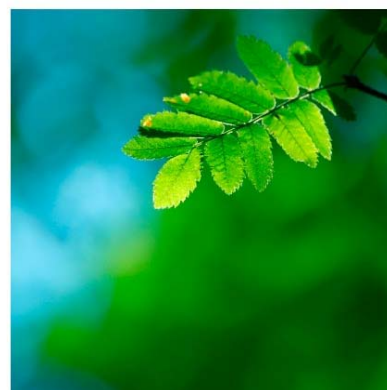
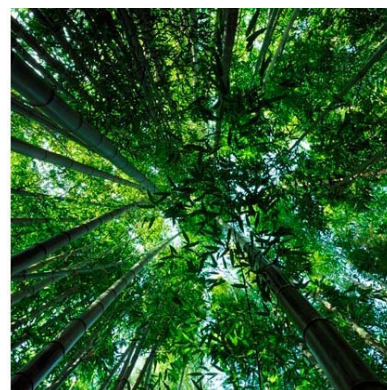
Dell Marketing L.P. currently provides the City of Spokane with PC, Laptop and Mobile Data Hardware for purchase for various City Departments. The purpose of the new equipment is for efficiencies, improved service, high speed connectivity, future capacity, and aligns with The City's standard for PC, Laptop and Mobile Data equipment and deployment. The City of Spokane IT Department has utilized WA State Contract# 05815-003/MNWNC-108 for its selection of Dell Marketing L.P..

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 120,000 plus Tax and Shipping	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Fin Com 7/11/2016
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Accounting - kkeck@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	Contract Accounting - jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	
		omar_osorio@dell.com	



Statement Of Work for Spokane Fire Department

Hyper V Design & Best Practices



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1 INTRODUCTION

This Statement of Work (“SOW”) sets forth the Services (as defined herein) to be provided by Dell Marketing LP (“Dell”) to State of Washington, City of Spokane (“Customer”). The Services are governed by and subject to the terms and conditions of the contract, Dell Contract Code WN34AGW, and the parties acknowledge having read and agree to be bound by such terms, (the effective agreement shall be deemed the “Agreement”).

2 TERM

The term of this SOW shall begin on the date of the last signature (“Effective Date”) as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell’s completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the “Services”), which include the following:

- Assist in designing and ensuring best practices in a Hyper V MSFT environment for Spokane FD

4 SCOPE OF SERVICE

4.1 Introduction

The objective of the Services is to assist with design and or remediation. Best practices will be observed and implemented while onsite.

4.2 Detailed Description

- Provider will oversee and implement best practices in the environment to ensure a stable operating environment.
- The onsite engineer will direct and implement the activities lined out in the scope of work.



4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.
- 5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
- 8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
- 10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- 15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or



software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of 1 contiguous business week.

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

Phase	Estimated Duration	Onsite/Offsite
Plan & Design session	16	either
Validation of design, testing, KT best practices	24	either

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.



5 PRICING

This section describes the methodology for determining invoice amounts (the “Charges”) for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD \$9,625 If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: USD \$8,625

5.1.2 Expenses

Customer will be responsible for Service related travel expenses including actual, reasonable and necessary travel and living expenses Dell reasonably incurs in connection with delivering the Services. Expenses are estimated at USD \$1,000 and will be invoiced by Dell based on actual expenses incurred.

5.2 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date (“Initial Delivery Date”) of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer’s environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes



6 CHANGE MANAGEMENT PROCESS

The Change Management Process (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

www.dell.com/servicecontracts/RFC

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

- 1) Dell may use affiliates and subcontractors to perform Services.
- 2) Dell may perform all or part of the Services off-site at a Dell or other location.
- 3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell will request Customer’s participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell’s performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
 - c) We limit usage of your reference to no more than once/month.
 - d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.
- 5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained



in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

- 6) At Dell's request, Customer agrees to cooperate with Dell to provide the following marketing assistance to Dell.
- Provide reference calls to potential Dell customers for similar Services with reasonable limits on the number of requested calls.
 - Participate in and approve a success story detailing business benefits Customer has derived from utilizing the Services provided by Dell. All content developed by Dell is subject to Customer's final approval.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.



9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Spokane Fire Department

Dell Marketing LP

By:

By:

Printed:

Printed:

Title:

Title:

Date:

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to
Fax: 512-283-7899, Attention: Dell - Intake Manager, RE:
The purchase order amount should include estimated expenses, if they are billable.



Contact Summary

Customer	Spokane Fire Department Bradley Dilg (509) 625-7073 bdilg@spokanecity.org 44 W Riverside Ave Spokane, WA 99201
Initial Delivery Date	6/30/2016
Document Author	Name: Walt Tibbitts Title: Inside Solutions Architect, Global Presales Solutioning (GPS) Organization: Dell Global Deployment & Field Services Phone: 512-961-9532 Email: Walt_Tibbitts@Dell.com
Customer Billing Contact	Spokane Fire Department Bradley Dilg (509) 625-7073 bdilg@spokanecity.org 44 W Riverside Ave Spokane, WA 99201
Dell Segment Contact	Julia Stone Dell Business Solution Services - SSR LI - ESL - PCA - PPA - HCLS Office: 512-725-0126, Fax: 512-283-8851 Attn: Julia Stone Julia_stone@dell.com
Locations where work will be performed	Spokane Fire Dispatch 1608 N Rebecca St, Spokane, WA 99217 Spokane Fire Dispatch Backup Center 3801 E Farwell Rd, Mead, WA 99021
Dell Opportunity Number	12326145
RFS #	RFS-2016-08117



Rough Order of Magnitude (ROM) Configuration for SPOKANE, WASHINGTON

Dell Marketing, L.P.
P.O. Box 149257
Austin, TX 78714

ROM Configuration #: DLA116794B
Contract # WN34AGW
Prepared By: Tyler B. Watkins
SFDC Deal Id: 12357067
Type: System

Bill To:
SPOKANE, WASHINGTON
808 W Spokane Falls Blvd
Spokane, WA 99201

Description	Model Number	Dell SKU	Quantity	List Price	Subtotal
Hardware & Drives					
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI		1		
Dell 480GB, SAS 12Gb, SSD, Mainstream RL, 2.5	DS-SAS-25-480SSDRI-M-Y		10		
Dell 600GB, SAS, 6Gb, 2.5", 10K, HDD	DS-SAS6-25-600X10K2-Y		14		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y		1		
Software					
SW, Storage Center OS Core Base License	SW-CORE-BASE48		1		
SW, Storage Optimization Bundle Base License	SW-PERF-BASE48		1		
SW, Remote Data Protection w/ Live Volume Bundle Base License	SW-RDPLV-BASE48		1		
Professional Services					
ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy)	PS-PDADDRP		1		
ProDeploy Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PD		1		
Totals	Discount Comments				
Power (Watts): 500	5 year support term includes a 25% discount			Hardware Total	\$55,213.00
Heat (BTUs): 1,707.00				Software Total	\$0.00
Rack Units: 2				VA Software Total	\$12,987.00
Weight (Lbs): 48				Copilot Support Total	\$7,958.77
SSD (Raw TB): 4.8				VA Software Support Total	\$15,988.50
SAS (Raw TB): 8.4				Professional Services Total	\$4,598.00
Total (Raw TB): 13.2				Subtotal	\$96,745.27
				Discount	(\$67,721.00)
				Freight	\$262.00
				*Grand Total	\$29,286.27

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Copilot Support Term: 5 year (60 months)

****The pricing is displayed in the US Dollar currency.

The PRICING provided herein is Rough Order Magnitude (ROM) pricing only and not intended to reference any Dell contract that you may wish to utilize for purchase. Once your final configuration is determined, your Dell Sales Representative will provide you with a quote that reflects the appropriate Contract Pricing and Terms and Conditions.

Dell's global customer pricing rates (GCR rates) are Dell's trade secrets and constitute confidential and proprietary information. This information is made available to customers on a confidential basis and may not be disclosed to any other party other than the party to which it is disclosed. Further, this information may not be disclosed to any person who does not require such information to carry out the specific purpose of this disclosure.

GCR rates may be used by Dell to convert U.S. Dollar prices to local currency prices but do not necessarily represent an offer to make an exchange. Due to the dynamic nature of foreign exchange markets, Dell may at any time change the instruments, currencies or process for the rates. In particular emerging market currencies, such as the Mexican Peso and South African Rand, are more likely to be adjusted due to their inherent volatile nature.

Rough Order of Magnitude (ROM) Configuration for SPOKANE, WASHINGTON

Dell Marketing, L.P.
P.O. Box 149257
Austin, TX 78714

ROM Configuration #: DLA116798B
Contract #: WN34AGW
Prepared By: Tyler B. Watkins
SFDC Deal Id: 12357096
Type: System

Bill To:
SPOKANE, WASHINGTON
808 W Spokane Falls Blvd
Spokane, WA 99201

Description	Model Number	Dell SKU	Quantity	List Price	Subtotal
Hardware & Drives					
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI		1		
Dell 480GB, SAS 12Gb, SSD, Mainstream RL, 2.5	DS-SAS-25-480SSDRI-M-Y		10		
Dell 600GB, SAS, 6Gb, 2.5", 10K, HDD	DS-SAS6-25-600X10K2-Y		14		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y		1		
Software					
SW, Storage Center OS Core Base License	SW-CORE-BASE48		1		
SW, Storage Optimization Bundle Base License	SW-PERF-BASE48		1		
SW, Remote Data Protection w/ Live Volume Bundle Base License	SW-RDPLV-BASE48		1		
Professional Services					
ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy)	PS-PDADDRP		1		
ProDeploy Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PD		1		
Totals	Discount Comments				
Power (Watts): 500	5 year support term includes a 25% discount			Hardware Total	\$55,213.00
Heat (BTUs): 1,707.00				Software Total	\$0.00
Rack Units: 2				VA Software Total	\$12,987.00
Weight (Lbs): 48				Copilot Support Total	\$7,958.77
SSD (Raw TB): 4.8				VA Software Support Total	\$15,988.50
SAS (Raw TB): 8.4				Professional Services Total	\$4,598.00
Total (Raw TB): 13.2				Subtotal	\$96,745.27
				Discount	(\$67,721.00)
				Freight	\$262.00
				*Grand Total	\$29,286.27

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Copilot Support Term: 5 year (60 months)

****The pricing is displayed in the US Dollar currency.

The PRICING provided herein is Rough Order Magnitude (ROM) pricing only and not intended to reference any Dell contract that you may wish to utilize for purchase. Once your final configuration is determined, your Dell Sales Representative will provide you with a quote that reflects the appropriate Contract Pricing and Terms and Conditions.

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GCR rates may be used by Dell to convert U.S. Dollar prices to local currency prices but do not necessarily represent an offer to make an exchange. Due to the dynamic nature of foreign exchange markets, Dell may at any time change the instruments, currencies or process for the rates. In particular emerging market currencies, such as the Mexican Peso and South African Rand, are more likely to be adjusted due to their inherent volatile nature.



QUOTATION

Quote #: 729865714
Customer #: 11011546
Contract #: WN34AGW
Customer Agreement #: 05815-003
Quote Date: 06/07/2016
Customer Name: CITY OF SPOKANE

Date: 6/7/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	OMAR OSORIO	PHONE:	1800 - 4563355
Email Address:	Omar_Osorio@DELL.com	Phone Ext:	5131875

GROUP: 1 QUANTITY: 4 SYSTEM PRICE: \$7,029.40 GROUP TOTAL: \$28,117.60

Description	Quantity
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow (210-ABVT)	4
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	4
Dell Hardware Limited Warranty Initial Year (966-6411)	4
Dell Hardware Limited Warranty Extended Year(s) (966-6413)	4
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-6417)	4
Software Support,NW,90 Day (966-6423)	4
ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-6574)	4
ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 6 Year Extended (966-6586)	4
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 7 Year (966-6604)	4
US Order (332-1286)	4
On-Site Installation Declined (900-9997)	4
Documentation Kit, N4000 Series Switch (340-AGNR)	4
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	4
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	4
QSFP+ 40GbE Module, 2-Port, Hot Swap, used for 40GbE Uplink, Stacking, or 8x 10GbE Breakout (409-BBCP)	4
Dell Networking,Cable,40GbE (QSFP+) to 4 x 10GbE SFP+ Passive Copper Breakout Cable, 0.5 m (470-AAGC)	4

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$0.00

Product	Quantity	Unit Price	Total
Dell Education Services - Dell Campus Networking - No Training Selected (975-2188)	4	\$0.00	\$0.00

*Total Purchase Price:		\$30,563.84
Product Subtotal:		\$28,117.60
Tax:		\$2,446.24
Shipping & Handling:		\$0.00
State Environmental Fee:		\$0.00
Shipping Method:		LTL 5 DAY OR LESS

(* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-

exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF SPOKANE for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



Quote 1024212811748.1

SPOKANE FIRE DEPT

Salesperson	Quote Details	Billing Details
Salesperson Name	Quote Date 06/07/2016	Company Name SPOKANE FIRE DEPT
Salesperson Email -	Quote Validity 07/07/2016	Customer Number 11011546
Salesperson Phone 18009993355	Solution ID -	Phone Number 1 (509) 6257073
Salesperson Extension -		Address 44 W RIVERSIDE AVE SPOKANE WA 99201-0114 US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell Intel X710 10 Gigabit SFP+ x 2 Network Adapter	5	\$519.99	\$2,599.95
Dell SFP+ Short Range Optical Transceiver	10	\$239.99	\$2,399.90
Dell 32GB Certified Memory Module - 2RX4 DDR4 RDIMM 2133MHz	24	\$414.99	\$9,959.76
Subtotal			\$14,959.61
Tax			\$1,301.49
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$16,261.10

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:		Subtotal	\$14,959.61
Shipping Phone No:	1 (509) 6256405	Tax	\$1,301.49
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	44 W RIVERSIDE AVE	Environmental Fee	\$0.00
	SPOKANE FIRE DEPT	Total	\$16,261.10
	SPOKANE		
	WA 99201		
	US		

Description	Quantity	Unit Price	Subtotal Price
Dell Intel X710 10 Gigabit SFP+ x 2 Network Adapter	5	\$519.99	\$2,599.95

Estimated Delivery Date: 06/16/2016
Contract Code: WN34AGW
Customer Agreement No: 05815-003

540-BBIV	Dell Intel X710 10 Gigabit SFP+ x 2 Network Adapter	5	-	-
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Description	Quantity	Unit Price	Subtotal Price
Dell SFP+ Short Range Optical Transceiver	10	\$239.99	\$2,399.90

Estimated Delivery Date: 06/17/2016
Contract Code: WN34AGW
Customer Agreement No: 05815-003

407-BBOK	Dell SFP+ Short Range Optical Transceiver	10	-	-
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Description		Quantity	Unit Price	Subtotal Price
Dell 32GB Certified Memory Module - 2RX4 DDR4 RDIMM 2133MHz		24	\$414.99	\$9,959.76
Estimated Delivery Date:		06/15/2016		
Contract Code:		WN34AGW		
Customer Agreement No:		05815-003		
A8217683	Dell 32GB Certified Memory Module - 2RX4 DDR4 RDIMM 2133MHz	24	-	-

Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:

A.▫ If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.

B.▫ By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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

07/25/2016

Date Rec'd

7/12/2016

Clerk's File #

OPR 2016-0579

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ALI BRAST 625-6638

Project #Contact E-Mail

ABRAST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4700 - MULTI-FAMILY HOUSING - 712 SOUTH SCOTT STREET

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Northrock Island, LLC for one multi-family building with 12 unit, located at 712 South Scott Street, Parcel Number 35204.0661.

Summary (Background)

Chapter 84.14 RCW authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for the property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, The City Council expanded the residential targeted areas.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

PED 6/20/16

Finance

KECK, KATHLEEN

Distribution ListLegal

DALTON, PAT

Engineering Admin

For the Mayor

WHITNEY, TYLER

abrast@spokanecity.org

Additional Approvals

jmallahan@spokanecity.org

Purchasing

sbishop@spokanecity.org

htrautman@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
June 20, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with up to 11 units, located at 509 S Scott St

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from M & J Scott St, LLC for a project of up to 11 multiple family housing units at 509 S Scott. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

M & J Scott St, LLC

MFTE target area: Lower South Hill

Qualifying parcels: 35201.5357, .5356, .5355

Units: up to 11

Total Square Footage: 11,000

Average Sq Ft: 1,000 square feet

STA Routes: 3 blocks from Route 45 that runs on Arthur; 3 blocks from Route 2

Affordable: attempting to meet affordable rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and M & J Scott St., LLC, as "Owner" whose business address is 1214 W. Chaucer Ave.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'F' OF LOT 4 BLK 3;
HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'E' OF LOT 4 BLK 3; and
HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'D' OF LOT 4 BLK 3

Assessor's Parcel Number(s) 35201.5357, 35201.5356, and 35201.5355,
commonly known as 509, 515, and 521 S. Scott St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 11 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

M & J Scott St., LLC

By:  _____

Its: Member _____

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

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

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 25th day of May, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph G. Davis, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2016.



Paige M. Brown

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

My commission expires 11-19-2019

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

07/25/2016

Date Rec'd

7/12/2016

Clerk's File #

OPR 2016-0580

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ALI BRAST 625-6638

Project #Contact E-Mail

ABRAST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4700 - MULTI-FAMILY HOUSING - 1404 WEST RIVERSIDE AVENUE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Riverview II, LLC for one multi-family building with 50 units located at 1404 West Riverside Avenue, Parcel Number 25134.4646.

Summary (Background)

Chapter 84.14 RCW authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for the property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, The City Council expanded the residential targeted areas.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

PED 6/20/16

Finance

KECK, KATHLEEN

Distribution ListLegal

DALTON, PAT

Engineering Admin

For the Mayor

WHITNEY, TYLER

abrast@spokanecity.org

Additional Approvals

htrautman@spokanecity.org

Purchasing

jmallahan@spokanecity.org

sbishop@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
June 20, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with 50 units, located at 1404 W Riverside

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Michael McDowell for a project of 50 multiple family housing units at 1404 W Riverside. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Michael McDowell

MFTE target area: Downtown

Qualifying parcels: 25134.4616

Units: 50

Total Square Footage: 168,680

Average Sq Ft: 1,400 square feet

STA Routes: across from Route 20

Affordable: attempting affordable rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Riverview II, LLC, as "Owner" whose business address is P.O. Box 4094, Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RIVERVIEW CONDOMINIUM FINAL BINDING SITE PLAN PARCEL 1 (AFN 5949141) FORMERLY RIVERSIDE W 2ND LTS 17 - 20 BLK 13 TOG W/ LTS 1 - 4 BLK 14 ALSO VAC STREET LYG BTW EACH BLK (AFN#4366973)

Assessor's Parcel Number(s) 25134.4616, commonly known as 1400 W Riverside Avenue.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 50 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 1st day of June, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Michael McDowell for Riverview II, LLC

By: Michael McDowell

Its: Manager

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

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

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 15th day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Michael McDowell, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of June, 2016.

Melinda J Marigny

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

My commission expires 2/1/2017

Notary Public
State of Washington
Melinda J Marigny
My Comm. Exp. 02-01-17

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

07/25/2016

Date Rec'd

7/12/2016

Clerk's File #

OPR 2016-0581

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ALI BRAST 625-6638

Project #Contact E-Mail

ABRAST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4700 - MULTI-FAMILY HOUSING - 509 SOUTH SCOTT STREET

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with M & J Scott St., LLC for one multi-family building with up to 11 units, located at 509 South Scott Street, Parcel Numbers 35201.5357, 5356, and 5355.

Summary (Background)

Chapter 84.14 RCW authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for the property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, The City Council expanded the residential targeted areas.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

PED 6/20/16

Finance

KECK, KATHLEEN

Distribution ListLegal

DALTON, PAT

Engineering Admin

For the Mayor

WHITNEY, TYLER

sbishop@spokanecity.org

Additional Approvals

jmallahan@spokanecity.org

Purchasing

abrast@spokanecity.org

htrautman@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
June 20, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with up to 11 units, located at 509 S Scott St

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from M & J Scott St, LLC for a project of up to 11 multiple family housing units at 509 S Scott. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

M & J Scott St, LLC

MFTE target area: Lower South Hill

Qualifying parcels: 35201.5357, .5356, .5355

Units: up to 11

Total Square Footage: 11,000

Average Sq Ft: 1,000 square feet

STA Routes: 3 blocks from Route 45 that runs on Arthur; 3 blocks from Route 2

Affordable: attempting to meet affordable rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and M & J Scott St., LLC, as "Owner" whose business address is 1214 W. Chaucer Ave.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'F' OF LOT 4 BLK 3;
HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'E' OF LOT 4 BLK 3; and
HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'D' OF LOT 4 BLK 3

Assessor's Parcel Number(s) 35201.5357, 35201.5356, and 35201.5355,
commonly known as 509, 515, and 521 S. Scott St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 11 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

M & J Scott St., LLC

By:  _____

Its: Member _____

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

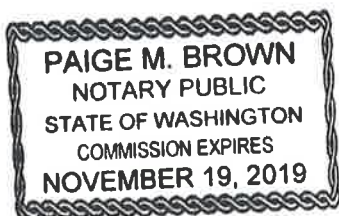
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 25th day of May, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph G. Davis, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2016.



Paige M. Brown

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

My commission expires 11-19-2019

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

07/25/2016

Date Rec'd

7/11/2016

Clerk's File #

OPR 2016-0582

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

JUSTIN LUNDGREN 835-4527

Project #Contact E-Mail

JCLUNDGREN@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680-SPOKANE INTERNATIONAL AIRPORT CAD/RMS INTERLOCAL

Agenda Wording

Inter-local agreement between the City of Spokane and the SPOKANE INTERNATIONAL AIRPORT (SIA), SPOKANE WA, for the implementation and annual maintenance of Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile Applications.

Summary (Background)

In 2015 the County executed a contract with New World Systems - Spokane County Resolution No. 2015-0119 (RFP No. P8705) for the design, implementation and support of a public safety system, which includes a CAD system, Mobile Computing (Mobile), Law Enforcement RMS, and Field Reporting System (AFR). The inter-local agreement states the financial responsibilities of the parties - Spokane County, SRECS, 911 and City of Spokane. The city will pay its share of costs and bill the SIA for its share.

Fiscal ImpactBudget Account

Expense \$ 65,000

0680-30210-21250-33821-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LYNDS, SARAH

Study Session

06/20/2016

Division Director

LUNDGREN, JUSTIN

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

achirowamangu

For the Mayor

WHITNEY, TYLER

aschimdt

Additional Approvals

slynds

Purchasing

ewade

**Briefing Paper
City of Spokane
Spokane Police Department
Interlocal Agreement – New CAD/RMS Obligations
Public Safety Committee Meeting – June 20, 2016**

Subject

Interlocal Agreement between the City of Spokane and Spokane International Airport (SIA) for the financial obligations regarding the implementation and annual maintenance of New World System's new CAD/RMS.

Background

In 2015 the County executed a contract with New World Systems - Spokane County Resolution No. 2015-0119 (RFP No. P8705) for the design, implementation and support of a public safety system, which includes a Computer Aided Dispatch (CAD) system, Mobile Computing (Mobile), Law Enforcement Records Management System (RMS), and Field Reporting System (AFR).

Section 6 of the interlocal agreement states the financial responsibilities of the parties (Spokane County, SRECS, 911 and City of Spokane) for the implementation and annual maintenance of the systems. The City will pay its proportionate share of the County's portion based on a rolling five year average of RMS Police Reports. Spokane County shall pay for all purchase and implementation items. The City shall bill Spokane International Airport for its proportionate financial obligation as calculated in Section 6.A for any purchase and implementation items. The City shall also bill SIA for its proportionate share of the combined total annual maintenance cost, as an added service billed through the execution of Spokane County resolution 2015-0120 and City of Spokane OPR 2015-0074.

SECTION NO. 6: FINANCIAL RESPONSIBILITIES OF PARTIES FOR IMPLEMENTATION AND ANNUAL MAINTENANCE OF (1) COMPUTER AIDED DISPATCH, (2) RECORDS MANAGEMENT SYSTEM, AND (3) MOBILE APPLICATIONS

Items	911	SRECS	CITY OF SPOKANE	COUNTY
CAD VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)	Cost sharing for expenditures*	Cost sharing for expenditures*		
CAD COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **	Cost sharing for enhancements and combined total annual maintenance*	Cost sharing for enhancements and combined total annual maintenance*	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emergency Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emergency Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
CAD MOBILE VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)		Cost sharing for expenditures*		
CAD MOBILE COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **		Cost sharing for enhancements and combined total annual maintenance*	If 1/10 th Emergency Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 1/10 th Emergency Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
RMS VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***
RMS COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***
FIELD REPORTING VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***
FIELD REPORTING COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***

* For this cost sharing item, 911 and SREC will individually contribute up to a total of \$2 Million each for all cost sharing components identified above for purchase and implementation costs. See Attachment "C" for CAD System Cost Sharing for 911 and SRECS for both system purchase and implementation, as well as ongoing annual maintenance.

** Attachment "A" attached hereto and incorporated herein by reference identifies how "Combined Total Annual Maintenance" cost items will be determined.

Impact

SIA will be a new contract service agency under the Spokane PD. Resources for New World usage are covered under the ILA agreement. Additional City and/or SPD internal resources used for accounting services and/or billable hourly services for reporting needs will be billed outside the ILA.

Action

Council Approval for Interlocal agreement with Spokane International Airport

Funding

Funding for the addition of SIA as a contract agency of SPD for use of the New World system implementation will be minimal and entirely pass through in nature.

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND ANNUAL MAINTENANCE OF COMPUTER AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), AND MOBILE APPLICATIONS AND OTHER MATTERS RELATED THERETO

THIS AGREEMENT, made and entered into by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Blvd, Spokane, WA 99201 as (“CITY”), and the **Spokane International Airport**, a commercially designated airport by the Federal Aviation Administration (FAA), having offices for the transaction of business at 9000 West Airport Drive, Spokane, WA 99224 as (“SIA”), jointly hereafter referred to as the "PARTIES", and individually a “party”. The PARTIES agree as follows.

SECTION NO. 1: RECITALS AND FINDINGS

- (a) The Board of County Commissioners of Spokane County, Washington has the care of County property and the management of county funds and business under RCW 36.32.120(6).
- (b) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).
- (c) The County issued a RFP for a New CAD/RMS denominated as RFP No. P8705.
- (d) Under Spokane County Resolution No. 2015-0119, the County executed a contract with New World Systems for a new CAD/RMS. The PARTIES desire to reduce to writing their respective financial obligations regarding the implementation and annual maintenance of the new CAD/RMS to include (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

SECTION NO. 2: DEFINITIONS

- (a) Agreement: “Agreement” means this Interlocal Agreement between the CITY and Spokane County regarding implementation and annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.
- (b) City: “CITY” means the City of Spokane, WA.
- (c) SIA: “SIA” means Spokane International Airport.
- (d) Computer Aided Dispatch (CAD): “Computer Aided Dispatch (CAD)” means a computer system used in emergency services to dispatch public safety resources in response to calls for service from the public emergency phone number 911 and non-emergency Crime Check phone number.
- (e) Records Management System (RMS or LRMS): “Records Management System (RMS or LRMS)” means a computer system used to enter and maintain accurate records of the information that is relevant to law enforcement and public safety, including information garnered from additional investigative efforts associated with an emergency response.

- (f) Call for Service (CFS): “Call for Service (CFS)” means a uniquely identified number associated with a request for emergency response assistance generated in the CAD system.
- (g) Police Report: “Police Report” means an official document detailing supplemental action taken by first responders, persons and property involved, subsequent investigation, and/or supporting documents.
- (h) Mobile Applications: “Mobile Applications” means applications located within or accessible via computer devices used within a vehicle, such as a police cruiser for which connectivity to these applications must be transported through a secure wireless network. Mobile Applications include Mobile CAD and Mobile Automatic Field Reporting.
- (i) Mobile CAD: “Mobile CAD” means the computer application loaded on a device used within a vehicle that allows authorized personnel the ability to see and respond to current call dispatch activity from CAD.
- (j) Mobile Automatic Field Reporting: “Mobile Automatic Field Reporting” means the computer application loaded on a device used within a vehicle that allows authorized personnel the ability to complete a police report for approval and submission to RMS.
- (k) SYSTEM: “System” means the complete reference to CAD, RMS, Mobile CAD, Mobile Automatic field reporting application software and SYSTEM HARDWARE.
- (l) Implementation: “Implementation” means the process of configuration and delivery of a System, including hardware and software, into production (day-to-day business operation) replacing the current CAD, RMS, and Mobile Applications with a new vendor (New World Systems) system and corresponding complement of System applications.
- (m) Vendor Annual Maintenance: “Vendor Annual Maintenance (aka New World Standard Software Maintenance Agreement (SSMA))” means a service level agreement between Spokane County and New World Systems for the life of the System, starting 365 days after System installation, for support, service and upgrade revisions of applications.
- (n) Local Support Annual Maintenance: “Local Support Annual Maintenance” means the expenses incurred by the County Information Systems Department for housing and supporting SYSTEM, including both hardware and software.
- (o) Combined Total Annual Maintenance: “Combined Total Annual Maintenance” means the sum of both the Vendor Annual Maintenance and the Local Support Annual Maintenance.
- (p) Emergency Communication Sales Tax: “Emergency Communication Sales Tax” means that sales and use tax authorized under RCW 82.14.420 and approved by the voters within Spokane County at a Special Election held on May 20, 2008 in the amount of 1/10th of 1% of the selling price upon every taxable event occurring within Spokane County commencing 12:01 a.m. October 1, 2008 and automatically terminating ten (10) years thereafter on September 30, 2018, unless approved for extension by voters.

- (q) Enhanced 911 Excise Tax Budget: “Enhanced 911 Excise Tax Budget” means that budget annually approved by the Board of County Commissioners of Spokane County for the 911 Emergency Communications Department consisting of revenues generated from the enhanced 911 excise on use of switched access lines and radio access lines as authorized under RCW 82.14B.030 and implemented by Spokane County under Resolution Nos. 10-736 and 13-1022.
- (r) SRECS: “SRECS” means the Spokane Regional Emergency Communications System Department under the control and authority of the Board of County Commissioners of Spokane County, Washington acting on behalf of the County.
- (s) 911: “911” means the Spokane Regional Emergency Communications Services Department under the control and authority of the Board of County Commissioners of Spokane County, Washington acting on behalf of the County.
- (t) System Hardware: “System Hardware” means the physical hardware (including but not limited to: servers, network and communication equipment) required for ongoing successful operation of SYSTEM. This does not include local desktop or mobile hardware that will be supplied and maintained by each agency independent of this Agreement.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES’ understandings as to their financial obligations with regard to the implementation and annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

SECTION NO. 4: DURATION/WITHDRAWAL

This Agreement shall commence on _____ and run for a term of fifteen (15) years. This fifteen (15) year time frame shall be referred to as the “Initial Term”. At the conclusion of the Initial Term, this Agreement may be renewed upon mutual agreement of the PARTIES. All renewals shall be subject to all terms and conditions set forth herein with respect to the financial obligations of the PARTIES with regard to the annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

This Agreement may not be terminated during the Initial Term except upon mutual agreement of the PARTIES. Subsequent to the Initial Term, either party may terminate this Agreement for any reason whatsoever, upon a minimum of one (1) years advance notice to the other party as provided for in Section No. 7 (below).

SECTION NO. 5: PUBLIC SAFETY INFORMATION TECHNOLOGY (PSITGC) GOVERNANCE COMMITTEE.

A Public Safety Information Technology Governance Committee (“PSITGC”) has been established. The PSITGC consists of five (5) individuals to include a County Commissioner, the City of Spokane Administrator, the County CEO, the City of Spokane CFO and a fifth member to be selected at large annually by the other four (4) members, and consequently shall not be an elected official.

The **PSITGC** shall review any objections to the sharing of costs between 911, SRECS, City of Spokane and County for the “purchase and implementation” cost items, as well as “combined total annual maintenance” cost items as provided for in Section No. 6 (below).

Additionally, **PSITGC** shall review and approve any enhancement requests for items identified in the chart set forth in Section No. 6. Any such enhancement requests, with cost estimates shall be submitted in writing by the County Information Systems Department to the **PSITGC** in a timely manner. **PSITGC** will review any written enhancement request within thirty (30) days and determine if the enhancement and cost estimate should be approved. The decision of the **PSITGC** on the necessity and appropriateness of any enhancement, as well as the proportionate share of the cost of the enhancement to be paid by the 911, SRECS, City of Spokane and County shall be binding on the 911, SRECS, City of Spokane and County. An enhancement request may include proposed alternate funding, such as a single agency’s willingness to solely assume funding of the enhancement in its entirety.

The **PSITGC** will be notified as soon as possible should an unplanned event occur requiring funding for additional resources (emergency support resources) from County Information Systems Department, City of Spokane Information Technology Department, or other IT agency. An example of an unplanned event is a malicious viral network attack causing network/system downtime and requiring emergency support resources.

SECTION NO. 6: FINANCIAL RESPONSIBILITIES OF PARTIES FOR IMPLEMENTATION AND ANNUAL MAINTENANCE OF (1) COMPUTER AIDED DISPATCH, (2) RECORDS MANAGEMENT SYSTEM, AND (3) MOBILE APPLICATIONS

A. PARTIES’ Financial Responsibilities:

The following chart sets forth the financial responsibilities of 911, SRECS, City of Spokane and the County in conjunction with implementation and annual maintenance of the items identified herein.

The City will pay its proportionate share of the County’s portion based on a rolling five (5) year average of RMS Police Reports. The terminology “rolling five (5) year average of RMS Police Reports” is explained in Attachment “B” (attached hereto and made part of this Agreement).

All terms used in the chart shall have those meanings set forth in Section No. 2 (above). When the chart requires a financial contribution by “911” or “SRECS”, the PARTIES understand and agree that both departments are under the control and authority of the County. Moneys from those sources are allocated from special excise taxes and not from the County General Fund.

Items	911	SRECS	CITY OF SPOKANE	COUNTY
CAD VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)	Cost sharing for expenditures*	Cost sharing for expenditures*		
CAD COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **	Cost sharing for enhancements and combined total annual maintenance*	Cost sharing for enhancements and combined total annual maintenance*	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emergency Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 911 excise tax fund cannot contribute and/or renewal of the 1/10 th Emergency Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
CAD MOBILE VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)		Cost sharing for expenditures*		
CAD MOBILE COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **		Cost sharing for enhancements and combined total annual maintenance*	If 1/10 th Emergency Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 1/10 th Emergency Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
RMS VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***
RMS COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***
FIELD REPORTING VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***
FIELD REPORTING COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***

* For this cost sharing item, 911 and SREC will individually contribute up to a total of \$2 Million each for all cost sharing components identified above for purchase and implementation costs.

See Attachment "C" for CAD System Cost Sharing for 911 and SRECS for both system purchase and implementation, as well as ongoing annual maintenance.

** Attachment "A" attached hereto and incorporated herein by reference identifies how "Combined Total Annual Maintenance" cost items will be determined.

*** See Attachment "B" for rolling average calculation.

B. Billing for Implementation Items:

Spokane County shall initially pay for all “purchase and implementation” items identified in the above chart. The CITY will bill the SIA for its proportionate financial obligation, as calculated pursuant to Section No. 6.A, for any “purchase and implementation” item as identified in the chart. Spokane County shall submit invoices to the CITY monthly. The CITY shall reimburse Spokane County for any billed “purchase and implementation” cost within thirty (30) days of the date of any billing.

C. Billing for Annual Maintenance Items:

The CITY will bill the SIA its proportionate share of the “combined total annual maintenance” cost, as calculated pursuant to Section No. 6.A, as an added service billed through the execution of Spokane County *Resolution 2015-0120 and City of Spokane OPR 2015-0074*.

D. Interest on Late Payments:

The CITY, at its sole option, may charge interest on any late payments for “purchase and implementation” cost items or “total annual maintenance” costs items based on any lost interest earnings had the amount due been invested from the date due to the actual date of payment in the CITY investment pool.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the CITY or the SIA at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

CITY: Mayor or his/her authorized designee
808 West Spokane Falls Blvd
Spokane, Washington 99201

SIA: Chairman of the Board or his/her authorized designee
Spokane International Airport
9000 West Airport Drive
Spokane, WA 99224

SECTION NO. 8: RECORDS REVIEW

The CITY shall maintain for six (6) years any records with respect to this Agreement. The SIA shall be allowed to conduct random reviews of these records generated by the CITY in performance of this Agreement. The SIA will provide the CITY with reasonable advance notice of the records reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review.

SECTION NO. 9: 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. 10: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party.

SECTION NO. 11: LIABILITY

The CITY shall indemnify, defend and hold harmless the SIA, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the SIA, its officers and employees.

The SIA shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from SIA's intentional or negligent acts or breach of its obligations under the Agreement. SIA's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of SIA and/or CITY employees acting within the scope of employment and this Agreement. The PARTIES have specifically negotiated this provision.

SIA initials

CITY initials

SECTION NO. 12: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The CITY shall be an independent contractor and not the agent or employee of SIA. SIA is interested only in the results to be achieved, and that the right to control the particular manner, method and means in which the CITY meets its responsibilities is solely within the discretion of the CITY. Any and all employees who provide services to the SIA under this Agreement shall be deemed employees solely of the CITY. The CITY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no

agent, employee, servant or representative of the SIA shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose.

SECTION NO. 13: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES. Modification may include participation by additional parties not covered by the present Agreement.

SECTION NO. 14: PROPERTY AND EQUIPMENT

The ownership of all property, equipment, source codes, and software for all cost items set forth in the chart set forth in Section No. 5 (above) shall remain with the CITY, unless otherwise specifically and mutually agreed to by the PARTIES.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains all terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

CITY and SIA were each represented by their own attorney in drafting this Agreement and each relied upon the advice of their own attorney. This Agreement was fully negotiated and the terms herein were either accepted by, or independently drafted or revised by the CITY and SIA. Accordingly, this Agreement shall not be construed against the party that undertook the principal preparation of it, but shall be construed as if both the CITY and SIA jointly prepared this Agreement, and any ambiguity contained herein, if any, shall not be interpreted against any one party.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16: DISPUTE RESOLUTION

Except as provided for in Section Nos. 5 and 6, any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the CITY Mayor or CITY Administrator and the SIA Chairman of the Board 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 SIA shall have the right to designate one (1) person each to act as an arbitrator. The two (2) 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. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity

or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: SEVERABILITY

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

SECTION NO. 19: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 21: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in, or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the CITY which render legally impossible the performance by the CITY of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 22: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website. SIA shall file this Agreement with SIA, or, alternatively, place the Agreement on SIA's website or other electronically retrievable public source.

SECTION NO. 23: EXECUTION AND APPROVAL

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

SECTION NO. 24: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms or subject matter of this Agreement.

SECTION NO. 25: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either party's authority or powers under law.

SECTION NO. 26: ANTI-KICKBACK

No officer or employee of the PARTIES, 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. 27: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The PARTIES agree to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the PARTIES.

SECTION NO. 28: 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. 29: INSURANCE

During the term of the Agreement, the CITY shall maintain in force at its own expense, each insurance coverage noted below:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limits of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the CITY's services to be provided under this Agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$15,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles;
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two (2) years after the Agreement is completed.

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

SECTION NO. 30: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 3 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** See Section No. 22.
- F. **FINANCING:** Each party shall be responsible for the financing of its own contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 14 above.

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

DATED: _____

David Condon, Mayor

ATTEST
City Clerk

Terri Pfister

DATED: _____

Spokane International Airport (SIA)

Signature_____

By: _____Lawrence J. Krauter_____

Title: _____SIA CEO_____

Approved as to form:

Assistant City Attorney

16-517a

ATTACHMENT “A”

A. Combined Total Annual Maintenance costs consists of (1) Vendor Annual Maintenance costs, (2) System Hardware and Licensing costs, and (3) Local Staff Support costs, which are calculated as follows:

(1) Vendor Annual Maintenance: New World Maintenance Costs as defined by the current contract between Spokane County and New World Systems, Inc. Vendor Annual Maintenance will be designated as 50% CAD Component and 50% RMS Component.

(2) System Hardware and Licensing: Annual support and licensing costs for SYSTEM HARDWARE. Support provided by third-party vendor(s).

(3) Local Staff Support:

- a. Initial staffing for SYSTEM implementation will be 4.4 County Information Systems Department staff positions.

Subsequent staffing level adjustments shall be determined by the **PSITGC** as part of the annual performance review prior to September 1st of each calendar year.

Staffing level recommendations assume that each party will provide independent staffing for desktop and mobile device support, as well as agency-specific reporting and application needs.

- b. Actual Salary and Benefit costs, along with indirect costs will be charged for each County Information Systems Department employee providing local support.

B. SYSTEM HARDWARE Replacement Fund

An initial 5 – year straight-line depreciation schedule will be used to build up SYSTEM HARDWARE replacement funds totaling \$150,000. SYSTEM HARDWARE replacement funding is agreed to be split equally between the CAD and RMS systems. PARTIES agree to use the annual maintenance cost sharing methodology (as defined in Section 6.A) for buildup of SYSTEM HARDWARE replacement funds.

Subsequent SYSTEM HARDWARE needs will be addressed by the **PSITGC**.

C. Software Replacement Fund

Pending **PSITGC** authorization, a 15 – year straight-line depreciation schedule will be used to build up software replacements funds. The **PSITGC** will determine funding levels.

ATTACHMENT “B”

Once a year, RMS and CFS activity counts will be computed with the 5-year rolling average calculated by averaging the most recent previous 5 annual counts together to arrive at the next year’s allocation factors.

Definition of RMS Police Report Counts:

- Reports are categorized by geo-verified geographic area as listed on the report, based on the location of the incident.
- Reports entered by Crime Check will be included.
- No Administrative RMS reports will be included: Administrative RMS reports in this context are reports that are not attached to a normal call for service. Typically an administrative report is created for events where either no call for service exists or the call for service cannot be determined, but Records (Records Division of the Spokane Police Department) is still required to do something with the document submitted.

Examples would be a warrant settle slip, or store security shoplifting report filled out by the store security staff.

Definition of CFS Counts:

- Calls are categorized by geo-verified geographic area as referenced in the CFS.
- Counts exclude calls that do not meet the following: Call cannot be geo-verified, disposition is null, cancelled, duplicate, call type is test, pass through to fire or medics, dispatch to dummy units, dispatch to WSP, or call is placeholder for Crime Check report.

ATTACHMENT “C”

Enhanced 911 Excise Tax and SRECS Cost Sharing for CAD and CAD Mobile Component

The Enhanced 911 Excise Tax may pay for CAD implementation and ongoing maintenance as these components are directly related to core 911 call taking functions as allowed by RCW 82.14.420. A maximum of 50% of the CAD implementation and 50% of CAD ongoing maintenance may be funded by the Enhanced 911 Excise Tax.

SRECS (1/10th Emergency Communications and Facilities Sales Tax) may pay for CAD and CAD Mobile components and ongoing maintenance as these components are directly related to the core Emergency Communications functions as allowed by RCW 82.14B.020. A maximum of 50% of the CAD implementation costs, 100% CAD Mobile implementation costs and 100% CAD ongoing maintenance may be funded by SRECS (1/10th Emergency Communications and Facilities Sales Tax).

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

07/25/2016

Date Rec'd

7/12/2016

Clerk's File #

OPR 2016-0583

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

JUSTIN LUNDGREN 835-4527

Project #Contact E-Mail

JCLUNDGREN@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680-US DOT HIGHWAY PRIORITY GRANT FY2016

Agenda Wording

To accept funding from the U.S Department of Transportation (Washington DC. ----CFDA# 20.218. The award period is 06/01/2016 to 09/30/2017. Total grant award is \$49,726.00 with a City Match requirement of \$12,432.00.

Summary (Background)

The U.S DOT is providing funds to the Spokane Police Department for the Commercial Vehicle Reduction Program. Funding will help SPD pay overtime for two Commercial Vehicle inspectors who will perform traffic enforcement and safety inspections regarding commercial vehicles within the City of Spokane borders. The Vehicle Reduction Program is aimed at reducing commercial vehicle collisions involving passenger vehicles . Some of the funding will be used to increase public awareness.

Fiscal ImpactBudget Account

Expense \$ 49,726.00

1620-91727-21700-VARIOUS

Revenue \$ 49,726.00

1620-91727-21700-33120-99999

Expense \$ 12,432.00

0680-91727-21700-VARIOUS

Select \$

#

ApprovalsCouncil NotificationsDept Head

LYNDS, SARAH

Study Session

PSC 07/20/2015

Division Director

LYNDS, SARAH

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

ACHIROWAMANGU

For the Mayor

WHITNEY, TYLER

EWADE

Additional Approvals

SLYNDS

Purchasing

JGRIFFIN

JGOLDMAN

Briefing Paper
City of Spokane
FY 2016 FMCSA High Priority Grant Program – CFDA # 20.218
Police Department – Council Briefing Session
July 20, 2015

Subject

FY 2016 FMCSA High Priority Grant Program – CFDA #20.218

US DOT/Federal Motor Carrier Safety Administration

Background

The Commercial Vehicle Officers ticket aggressive cars and trucks to reduce the behavior that results in collisions with commercial vehicles. Below is a chart indicating how many collisions in the City of Spokane involved a commercial vehicle from 2013-2015.

Year	Collisions
2013	164
2014	167
Mid-June 2015	75

Impact

One of the goals of the grant is to provide financial assistance to reduce the number and severity of crashes, injuries, and fatalities involving commercial motor vehicles. The grant will carry out high priority activities and projects that improve commercial vehicle safety. The increased enforcement and education will reduce aggressive driving and decrease collisions between passenger vehicles and commercial vehicles, specifically those collisions where the passenger vehicle was a fault.

Action

Grant will need to be approved by City Council.

Funding

The grant will reimburse 80 percent (80%) of eligible costs incurred in the administration of an approved enforcement program plan.



U.S Department of Transportation

**Federal Motor Carrier Safety
Administration**

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3333

2. AGREEMENT NUMBER: FM-MHP-0273-16-01-00

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 06/01/2016 TO 09/30/2017

5. FEDERAL FUNDING PERIOD: FROM 06/01/2016 TO 09/30/2017

1A. IRS/VENDOR NO. 916001280

1B. DUNS NO. 115528189

6. ACTION New

7. CFDA#: 20.218

TITLE

FEDERAL

NON-FEDERAL

TOTAL

8. PROJECT TITLE

Implementation of the FY 2016 High Priority Grant Plan - See Award Conditions

9. PREVIOUS AGREEMENTS

0.00

0.00

0.00

10. THIS AGREEMENT

49,726.00

12,432.00

62,158.00

11. TOTAL AGREEMENT

49,726.00

12,432.00

62,158.00

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

FMCSA Financial Assistance Agreement General Provisions and Assurances; Recipient project plan and budget incorporated by reference unless/except as noted below.

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

49 U.S.C. §§ 31104(a) and (j)(2), as amended by the FAST Act, Pub. L. No. 114-94, §§ 5105(a) and (c) (2015).

14. REMARKS

SEE ENCLOSED AWARD CONDITIONS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Mr. John Griffin

17. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

Electronically Signed

16A. DATE

07/11/2016

18. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000

20. ORGANIZATION CODE: M600000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER

FUND

BY

BPAC

AMOUNT

FM-MHP-0273-16-01-00

17X05716MH

2016

0905710MHP

49,726.00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/01/2016	06/30/2016	Quarterly	07/30/2016
07/01/2016	09/30/2016	Quarterly	10/30/2016
10/01/2016	12/31/2016	Quarterly	01/30/2017
01/01/2017	03/31/2017	Quarterly	04/30/2017
04/01/2017	06/30/2017	Quarterly	07/30/2017
07/01/2017	09/30/2017	Final	12/29/2017

AWARD CONDITIONS

1. This Notice of Grant Award (NGA) is to award the Recipient with the total award amount authorized in Block 11 to implement the FY 2016 High Priority Plan.

This recommended grant to the City of Spokane is to reduce the percentage of collisions involving commercial motor vehicles and passenger vehicles by 20%. The grantee will provide enforcement activities and increase public awareness around commercial vehicles by increasing their media activities and providing handouts to the general public.

The FMCSA approves the total project plan, line item budget and budget narrative as requested in the original application. The FY 2016 total award amount is \$62,158 (Federal award amount is \$49,726 the required State match is \$12,432).

If the recipient is requesting indirect costs, the recipient may not request these costs for reimbursement until it has submitted a valid indirect cost rate agreement to the FMCSA Division Office.

AWARD ATTACHMENTS

City of Spokane

FM-MHP-0273-16-01-00

1. FY 2016 FMCSA Financial Assistance Agreement General Provisions and Assurances

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
FINANCIAL ASSISTANCE AGREEMENT GENERAL PROVISIONS AND ASSURANCES
January 2016

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144 (2005), *as amended by* the Fixing America's Surface Transportation Act (FAST Act), Pub. L. No. 114-94, §5105 (2015) granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub L 109-59, §4101, 119 Stat. 1144, 1725 (2005), as amended by the FAST Act, Pub. L. No. 114-94, §5105 (2015) and codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding" (April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2012), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No. 109-59, § § 4101-4134, 119 Stat. 1144, 1715-1745 (2005), *as amended by*, the FAST Act, Pub. L. No. 114-94, § 5105 (2015), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and the Federal Grant and Cooperative Agreement Act of 1977; and (5) 49 U.S.C. Chapter 313 (2016), as applicable and denoted in the Notice of Grant Agreement.

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws and Regulations.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all subrecipient agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the

FMCSA immediately **in writing** in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments in accordance with 2 CFR § 200.317. All other non-federal entities, including subrecipients of a state, will follow 2 CFR §§ 200.318 General procurement standards through 200.326 Contract provisions.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

e. Pass-Through Entity

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 CFR §§ 200.330, 200.331, 200.332 and 200.505.

f. Prohibition Against Transferring An Award

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of subawarding to a subrecipient is not considered as the subrogation of the recipient's award.

Section 5. Internal Controls

The Recipient must:

- a.** Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal

award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

- b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;
- c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;
- d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or subrecipients or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i. The employee, officer, board member, or agent;
- ii. Any member of his or her immediate family;
- iii. His or her partner; or

- iv. An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or subrecipient or impair the contractor's subrecipient's objectivity in performing the contract work.

Section 7. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant. Recipients of subawards in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the recipient and subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting.

a. Federal Standards.

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 CFR §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

- a.** With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:
 - i. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
 - ii. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a subrecipient or contractor.

Section 12. Notification of Third Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

Section 14. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final voucher is submitted, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 C.F.R. § 200.333.

b. Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 CFR § 200.336.

Section 15. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR § 200.501.

c. Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 CFR § 200.501, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of 2 CFR § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 CFR § 200.501 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10th Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 CFR § 200.501.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project. The Recipient agrees to require each subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.

Section 16. Responsibility for Reporting Fraudulent Activity, Waste and Abuse.

The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. <http://www.oig.dot.gov/Hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 17. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA's authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable provided that prior approval is not required and costs are incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by an FMCSA authorized official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the

performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated Grants Management Officer or FMCSA authorized official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; and (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples may include the increase of equipment purchased or the subawarding, transferring or contracting out of any work under a Federal award. This may also include revisions to the indirect cost rate.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient's request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302, as amended, whichever is applicable. Consistent with the provisions of 2 C.F.R. § 200.305, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in

part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 18. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

- i.** Have demonstrated or certified that it has made a binding commitment of non- Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
 - 1.** To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
 - 2.** To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii.** Have submitted to FMCSA all financial and progress reports required to date under this Agreement;
- iii.** Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and
- iv.** Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees

- i.** Subject to the requirements in 2 CFR § 200.305, payments will be made after receipt of required FMCSA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.

- ii. The following are the procedures for accessing and utilizing the Delphi elnvoicing System.

- iii. Grant Recipient Requirements

1. Recipient must have internet access to register and submit payment requests through the Delphi elnvoicing system.
2. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

- iv. System User Requirements

1. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.
2. The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

DOT Enterprise Services Center
 FAA Accounts Payable, AMZ-100
 PO Box 25710
 Oklahoma City, OK 73125

3. The DOT will validate the form and email a user ID and password to the recipient. The recipient should contact the FMCSA grants management office with changes to their system information.
4. Note: Additional information, including access forms and training materials, can be found on the DOT elnvoicing website:
 (http://www.dot.gov/cfo/delphi-einvoicing-system.html)

- v. Waivers

1. DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT elnvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting FMCSA. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. Reimbursement Payment by FMCSA.

- i. If the reimbursement method is used, the Recipient agrees to:
 - 1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
 - 2. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.
 - 3. Possess and maintain a current DUNs number and entity registration with the System for Award Management (www.sam.gov).
- ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 2 CFR § 200.305(b)(5) State, local government, Nonprofit organizations and Indian tribal Recipients and subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash reimbursements.

f. Allowable Costs.

The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

- 1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;

2. Be necessary in order to accomplish the Project;
 3. Be reasonable for the goods or services purchased;
 4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
 5. Be incurred (and be for work performed) **after** the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received **in writing** (pre-award costs);
 6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
 - a. For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 C.F.R. § 200 – Subpart E; and
 - b. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.
 7. Be satisfactorily documented; and
 8. Be treated uniformly and consistently as non-federal funds under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subrecipients and contractors.
- g. Indirect Costs.**

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency; however, a Recipient or Subrecipient that has **never** had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. As described in 2 CFR § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for **all** Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. Except as provided above, if a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until a final rate can be determined.

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at a negotiated indirect cost rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget.

The recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency may allow for a one-time extension of the current indirect cost rate of a recipient without further negotiation of a federally approved negotiated indirect cost rate for up to four years. If the cognizant agency permits any one-time extension, the recipient is locked in with that indirect cost rate until the end of the approved extension.

h. Pre-Award Costs.

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i.** The Recipient receives **prior** written approval from the FMCSA before the effective date of the grant agreement;
- ii.** The costs are necessary to conduct the project; and
- iii.** The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to [2 C.F.R. §200.407](#)), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i.** Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless

otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;

- ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 19. Program Income

Recipient agrees to comply with the regulations relating to program income, located at 2 CFR 200.307 for State, local government, Indian tribal recipients, and non-profit organizations and their subrecipients.

Program income means gross income earned by the recipient, subrecipient, or contractor under a grant that is directly generated by a grant supported activity or earned as a result of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 CFR 200.307 (c) Governmental revenues. Taxes, special

assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.

Recipients agree to use the Program income in accordance with 2 CFR § 200.307 and 2 CFR §305 (b)(5) for State, local government, nonprofit organizations and Indian tribal recipients and subrecipients.

Section 20. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the district office and respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii. An outline of work and activities planned for the next reporting period; and
- iv. Provide status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the division, and one (1) copy to the respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays (federal and applicable non-federal match/cost sharing and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand.

The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 21. Non-Discrimination.

The Recipient will comply with all Federal authorities relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by [49 C.F.R. § 21.1 et seq.](#) and 49 C.F.R. § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by [49 C.F.R. § 25.1 et seq.](#);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R. part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Civil Rights Restoration Act of 1987, ([102 Stat. 28.](#)), “*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prohibits discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Department of Transportation guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP);
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e *et seq.*, 78 stat. 252), which prohibits discrimination in employment on basis of race, color, sex, national origin, religion, or disability as implemented by [29 C.F.R. § 1601.1 et seq.](#)

The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

Section 22. Executive Order on Equal Opportunity Related to Contracts.

- a.** The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.
 - i.** The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - ii.** The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 23. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 24. Property.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 CFR Sections 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4)..

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards as defined in 2 CFR § 200.33 and detailed in §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives . A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

a. Use of Project Property.

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

c. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

d. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

e. Encumbrance of Project Property.

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

i. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subaward, grant

anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

ii. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

iii. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

iv. Purpose.

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

f. Transfer of Project Property.

The State Recipient agrees to transfer Project property in accordance with State law and procedures. The Non-State Recipient understands and agrees as follows:

i. Non-State Recipient Request.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

ii. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

iii. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

g. Disposition of Project Property.

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

i. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.

ii. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

- 1. Notification Requirement.** The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
- 2. Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

- A. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.
 - B. **Real Property.** The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.
3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

h. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

- i. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or
- ii. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 25. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

Section 26. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended

(P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 27. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- ii. As authorized by 2 CFR § 200.315(b), FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - 1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - 2. Any rights of copyright to which a Recipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subrecipient, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

- i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:
 - 1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated ____."
 - 2. *(fill-in appropriate identification of grant/cooperative agreement);*
 - 3. All Recipient publications must also contain the following:
 - A. "Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."
 - B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 28. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 29. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 30. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subrecipient or contractor under this Agreement, the Recipient shall provide and shall require its subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subrecipient or subcontractor.

Section 31. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate arising out of or in any way connected to activities authorized pursuant to this Agreement. The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 32. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or MOE levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 33. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout, as defined in 2 CFR § 200.16, occurs when all required Project work and all administrative procedures described in 2 CFR 200.343, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 34. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 35. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. **Any** modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are

binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 36. Use of Information Obtained.

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 37. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or

organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 38. Laptop Encryption.

All laptops used by Recipients, subrecipients, and contractors in carrying out the Recipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA-related data.

Section 39. Adaptability to Climate Changes

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer-reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 40. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 41. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of \$25,000 or more that OMB create a searchable, no cost, publicly accessible website(<http://usaspending.gov/>) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves **and** their first tier subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non Recovery Act federally funded grants and cooperative agreements of \$25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

Section 42. Executive Order 13513

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks

associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 43. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.

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

07/25/2016

<u>Date Rec'd</u>	7/13/2016
<u>Clerk's File #</u>	OPR 2016-0584
<u>Renews #</u>	

<u>Submitting Dept</u>	AIRPORTS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LARRY KRAUTER/ 455- BEN STUCKART 6419/6258	<u>Project #</u>	
<u>Contact E-Mail</u>	LKRAUTER@SPOKANEAIRPORTS.NET	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	AIRPORTS - WSDOT AVIATION GRANT OFFER AND AGREEMENT		

Agenda Wording

WSDOT Aviation Grant Offer and Agreement SPO-01-16 for the Felts Field Taxiways B, D, & E and Taxilanes Rehabilitation Project-\$18,250.72.

Summary (Background)

Approval of the WSDOT Aviation Grant Offer and Agreement for the Felts Field Taxiways B, D, & E and Taxilanes Rehabilitation Project is required by both the City and County. This grant completes the remaining 5% of the AIP-eligible portion of the construction and construction management/construction administration in the amount of \$18,250.72. This is the second part of the biennium grant the Airport received from WSDOT Aviation which totals \$268,250.72.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lkrauter@spokaneairports.net	
<u>For the Mayor</u>	WHITNEY, TYLER	lcorcoran@spokaneairports.net	
<u>Additional Approvals</u>		gvasquez@spokanecounty.org	
<u>Purchasing</u>			



**Washington State
Department of Transportation**

Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

JUN 28 2016

June 16, 2016

Lisa Corcoran
Project Manager
Spokane Airports
9000 West Airport Drive, Suite 204
Spokane, Washington 99224

Re: Airport Aid Grant Offer / Felts Field / \$18,250.72

Dear Ms. Corcoran:

Each year Washington State Department of Transportation (WSDOT) Aviation's Airport Aid Program provides crucial financial assistance to many of Washington State's public use airports to address pavement, safety, planning, maintenance, runway safety and security needs. We would like to take this opportunity to congratulate the City and County of Spokane c/o Spokane Airport Board (herein called the "Sponsor") on your Airport Aid grant award.

WHEREAS, the Sponsor has submitted to WSDOT Aviation an Airport Aid Application (herein called the "Application") dated March 12, 2016, for a grant of state funds for a project at or associated with Felts Field (herein called the "Airport") which Application, as approved by WSDOT Aviation, is hereby incorporated herein and made a part hereof; and

WHEREAS, WSDOT Aviation has approved a project for the Airport (herein called the "Project") consisting of the following:

- Taxiway/Taxilane Rehabilitation – Construction Administration, including eligible items as of May 1, 2016; all as more particularly described in the Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of RCW 47.68.090, *Aid to municipalities, Indian tribes, persons*, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to Washington State and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, WSDOT Aviation, for and on behalf of the State of Washington, hereby offers and agrees to pay, as the state's share of the allowable costs incurred in accomplishing the Project, five (5) percent of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

- 1) The maximum obligation of the State of Washington payable under this Offer shall be Eighteen Thousand Two Hundred Fifty Dollars and Seventy-two Cents (\$18,250.72).
- 2) The allowable costs of the project shall not include any costs determined by WSDOT Aviation to be ineligible.
- 3) Payment of the state's share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe.
- 4) The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the Application.
- 5) WSDOT Aviation reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
- 6) This offer shall expire and State of Washington shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before Friday, July 24, 2016, or such subsequent date as may be prescribed in writing by WSDOT Aviation.
- 7) The State of Washington shall not be responsible or liable for damage to property or injury which may arise from, or be incident to, compliance with the grant agreement.
- 8) WSDOT Aviation reserves the right to terminate the agreement at any time because of legal matters detrimental to the state or the local government, insufficient funds held by WSDOT Aviation to complete the Project, or by mutual consent between the Spokane Airport Board and WSDOT Aviation. WSDOT Aviation will be responsible only for the state's proportionate share of the actual Project costs incurred at the time of any such termination.

If you accept this allocation you will be required to supply WSDOT Aviation with periodic copies of billings and costs for this Project. Failure to supply these copies may slow down and possibly jeopardize your reimbursement. WSDOT Aviation must be able to review your records on this Project at any time for future audit purposes.

WSDOT Aviation expects the project to be completed by the date indicated on the submitted project schedule. Any modifications to the schedule will need to be submitted to WSDOT Aviation with an explanation and schedule revision. All modifications must be approved by WSDOT Aviation in writing prior to making any changes. The Washington State Legislature has appropriated funding for WSDOT's Airport Aid Program for the 2015 – 2017 biennium ending on June 30, 2017. Any airport's failure to complete a project in a timely manner potentially affects funding of the entire Washington State aviation system.

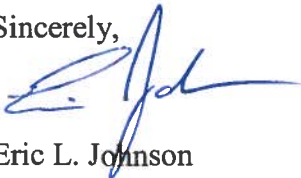
The airport must remain open for the expected life of Twenty (20) years, otherwise 100% of the grant funding must be returned within Thirty (30) days of closure, sale or discontinuance of service.

The Sponsor's acceptance of this Offer and ratification and adoption of the Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereafter provided, and this Offer and Acceptance shall comprise an agreement with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. If you accept this grant offer, subject to the conditions stated, **please complete the following steps:**

- **Have an official authorized by the Sponsor (a) sign the three copies of the enclosed Grant Agreement and (b) sign the original copy of this Offer.**
- **Return all documents to WSDOT Aviation, 7702 Terminal Street SW, Tumwater, WA 98501-7264.**

The extra copy of this Offer is for your files. We will review, sign and return a copy of the executed Grant Agreement to you.

Sincerely,



Eric L. Johnson
Construction and Grants Program Manager

Encl: Copy of Airport Aid Grant Offer
Three Grant Agreements

Cc: Governor Jay Inslee
Congresswoman Cathy McMorris Rodgers
Senator Andy Billig
Representative Marcus Riccelli
Representative Timm S. Ormsby

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Application and incorporated materials referred to in the foregoing Offer; and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Application.

DATE

SIGNATURE


**Washington State
Department of Transportation**

Grant Agreement Washington Airport Aid Program	Public Entity and Address Spokane Airport Board 9000 West Airport Drive, Suite 204 Spokane, Washington 99224
Airport Name Felts Field	
Maximum State Grant Obligation \$ 18,250.72	

THIS AGREEMENT, made and entered into this _____ day of June, 2016, between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the "STATE") and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the Felts Field Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number	Detailed Breakdown By Items
SPO-01-16	\$18,250.72 - Taxiway/Taxilane Rehabilitation - Construction Administration, including eligible items as of May 1, 2016.

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be 18,250.72.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least \$ 18,250.72 to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.
5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.
6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

- A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:
 1. Public Entity project commencement date.
 2. Public Entity report project completion date and request final inspection.
 3. State will make final inspection and sign-off project as completed.
 4. State will arrange for audit of account in accordance with regularly scheduled audit program.
- B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:
 1. Report project commencement date.
 2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.
 3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.
 4. Public Entity will make report of completion of project and request final inspection.
 5. State will make final inspection and sign-off as completed.
 6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

- A. The withholding of any future airport aid, and/or
- B. The return of grant funds awarded as an action for specific performance, and/or
- C. Enforcement of the commitment made by the applicant.

The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: _____
Director, Aviation Division

The Spokane Airport Board does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of June, 2016.

Name of Public Entity: Spokane Airport Board

By: _____

Title: Chair



PHASE

- | | |
|--------|--|
| 1 | TAXIWAY B, D, & E |
| 2 | TAXILANES 15 & 16 |
| 3 | TAXIWAY B (A-B INTERSECTION) |
| 4 | TAXIWAY D (A-D INTERSECTION) |
| 5 | TAXILANE A & TAXIWAY E INTERSECTION |
| 6 | TAXIWAY B & TAXIWAY E DEMO |
| 7 | DEMOLITION OF BUILDING #31 |
| 8 | TAXILANES 1 & 2 |
| 9 | TAXILANES 3 (INCLUDES 3B, 3C, 3D) |
| 9 (A) | TAXILANE 3 (WITHIN TAXILANE A TOFA) |
| 10 | TAXILANES 5, 6 & 11 |
| 10 (A) | TAXILANE 5 & 11 (WITHIN TAXILANE A TOFA) |
| 11 | TAXILANES 9 & 10 |
| 12 | TAXILANES 3A, 4, 7, 8 & PARKING AREA |
| 12 (A) | TAXILANE 4 (WITHIN TAXILANE A TOFA) |
| 13 | PERMANENT PAVEMENT MARKINGS |

CALENDAR
DAYS

- | |
|---------------------------------|
| 60 |
| 14 (CONCURRENT WITH PHASE 1) |
| 5 |
| 5 |
| 5 |
| 5 |
| 12 (CONCURRENT WITH PHASES 1-6) |
| 27 |
| 22 |
| 4 (CONCURRENT WITH PHASE 9) |
| 18 |
| 3 (CONCURRENT WITH PHASE 10) |
| 18 |
| 21 |
| 3 (CONCURRENT WITH PHASE 12) |
| 4 |

TOTAL 190



EXISTING ASPHALT, TO BE REMOVED



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

07/25/2016

Date Rec'd

6/22/2016

Clerk's File #

OPR 2016-0585

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

JUSTIN BINGHAM 835-5994

Project #Contact E-Mail

JBINGHAM@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0500-20016 RELICENSING PROGRAM INTERLOCAL

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2016.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Fiscal ImpactBudget Account

Revenue \$ 100,000

0500-11220-99999-34239

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study Session

BRIEF COUNCIL 7/18/16

Division DirectorOther

PSC 6/20/2016

Finance

KECK, KATHLEEN

Distribution ListLegal

DALTON, PAT

nisserlis@spokanecity.org

For the Mayor

WHITNEY, TYLER

jbingham@spokanecity.org

Additional Approvals

epbrown@spokanecity.org

Purchasing

hwhaley@spokanecity.org

lhaskell@spokanecounty.org

gvasquez@spokanecounty.org

kkeck@spokanecity.org

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
2016 Relicensing Program Interlocal
June 20, 2016

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2016.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2016 Relicensing Program Interlocal Agreement (January 1, 2016 – December 31, 2016).

Funding

City funds for this interlocal agreement are available in the City's 2016 annual budget.

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2016-December 31, 2016)

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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

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

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

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2016 and continue until December 31, 2016. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2016. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2016, of its intent to participate in this Agreement in calendar year 2017 and any proposed budget changes affecting this Agreement for calendar year 2017. However, the Parties recognize that any intent to continue participation in 2017 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2016 for 2017. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2016, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2016 showing that the CITY advances approximately fifty three and thirty six hundredths percent (53.36%) of budgeted costs of RP and the COUNTY advances forty six and sixty four hundredths percent (46.64%) of the budgeted costs of RP. The PARTIES

recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2016, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2016 through December 31, 2016 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2016 through December 31, 2016 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2016 through December 31, 2016. The proceeds from the administrative fee collected during October, November and December of 2015 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2016 through December 31, 2016 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials

City initials

SECTION NO. 7: 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.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each PARTY contributing to its acquisition.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: ANTI-KICKBACK

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

SECTION NO. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 2 above.
- H. Property Upon Termination. See Section No. 8 above.

SECTION NO. 12: MISCELLANEOUS

- A. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- D. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- I. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. 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.
- K. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. 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.

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 19th day of April, 2016.



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Dated: _____

Attest:

City Clerk

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn
SHELLY O'QUINN, CHAIR

ABSENT

AL FRENCH, VICE-CHAIR

Nancy McLaughlin
NANCY MCLAUGHLIN, COMMISSIONER

16 - 0292

CITY OF SPOKANE

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

16-455

Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3				
4	Personnel Expenses	Gross Expense	City Contribution	County Contribution
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 79,974.00	\$ 79,974.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 79,974.00	\$ 79,974.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 24,614.00	\$ 24,614.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 24,614.00	\$ 24,614.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 104,588.00	\$ 104,588.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 13,000.81	\$ 13,000.81	\$ -
21	Supplies	\$ 2,971.30	\$ 2,971.30	\$ -
22	Office Space	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 23,532.11	\$ 23,532.11	\$ -
24				
25	Total City Prosecutor Expenses	\$ 128,120.11	\$ 128,120.11	\$ -
26				
27				
28	Total City Expenses	\$ 128,120.11	\$ 128,120.11	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 26,144.00	\$ -	\$ 26,144.00
36	Paralegal 2 (Step 6)	\$ 43,411.00	\$ -	\$ 43,411.00
38	Cashier (Step 7)	\$ 3,601.80	\$ -	\$ 3,601.80
39	Total County Prosecutor Base Compensation	\$ 73,156.80	\$ -	\$ 73,156.80
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 13,201.00	\$ -	\$ 13,201.00
43	Paralegal 2 (Step 6)	\$ 16,459.00	\$ -	\$ 16,459.00
45	Cashier (Step 7)	\$ 2,554.30	\$ -	\$ 2,554.30
46	Total County Prosecutor Employee Benefits	\$ 32,214.30	\$ -	\$ 32,214.30
47				
48	Total County Prosecutor Employee Costs	\$ 105,371.10	\$ -	\$ 105,371.10
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 3,000.00	\$ -	\$ 3,000.00
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 3,000.00	\$ -	\$ 3,000.00
56				
57	Total County CRJC Expenses	\$ 108,371.10	\$ -	\$ 108,371.10
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 236,491.21	\$ 128,120.11	\$ 108,371.10
64	% of Current Funding Committed	100.00%	54.18%	45.82%
65				
66				

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

07/25/2016

Date Rec'd

7/13/2016

Clerk's File #

OPR 2016-0586

Renews #Submitting Dept

GRANTS & CONTRACT MGMT

Cross Ref #Contact Name/Phone

SALLY STOPHER 6032

Project #Contact E-Mail

SSTOPHER@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0430 DEPARTMENT OF EMERGENCY MANAGEMENT CONTRACT-FEMA

Agenda Wording

This contract with the WA Dept of Emergency Management allows for payment of claims from Federal Emergency Management funds for costs incurred during the 2015 Windstorm

Summary (Background)

On November 17, 2015 the City experienced a windstorm that qualified for national disaster assistance from FEMA. This contract allows for payment to reimburse the City for costs incurred. The total amount to be received is estimated at \$1,400,000 or roughly 75% of costs claimed. The revenue will be deposited into several different funds as reimbursement for costs incurred.

Fiscal ImpactBudget Account

Revenue \$ 1,400,000 - estimated

various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUNIVANT, TIMOTHY

Study SessionDivision Director

DUNIVANT, TIMOTHY

OtherFinance Committee
6/6/2016Finance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

For the Mayor

WHITNEY, TYLER

Additional ApprovalsPurchasing

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201-0001		2. Grant Agreement Amount: To be determined, based upon approved project worksheets	3. Grant Number: D16-615
4. SUBRECIPIENT, phone/email: 509-625-6032/ssstopher@spokanecity.org		5. Grant Agreement Start Date: November 12, 2015	6. Grant Agreement End Date: January 15, 2020
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 115528189	9. UBI # (state revenue): 328013877
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)			
11. Funding Source Agreement #: FEMA-4249-DR-WA	12. Program Index # 764LC (Federal)/762LE (State)/ 764LD (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	14. TIN or SSN: 91-6001280
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 3rd (BY CONGRESSIONAL DISTRICT): 5th		18. Service Area by County(ies): Spokane County	19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		23. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER	
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4249-DR-WA-Washington Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4249-DR-WA-Washington Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.			
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 15, 2016 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:			
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS Standard Terms and Conditions 3. Presidential Declaration, FEMA State Agreement, and other Documents 4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s) </div> <div style="width: 48%;"> 5. Special Terms and Conditions 6. General Terms and Conditions, and, 7. Other provisions of the contract incorporated by reference. </div> </div>			
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military Department		Signature _____ Date _____ print or type name: _____	
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez (signature on file 10/29/2015) Assistant Attorney General		APPROVED AS TO FORM:  SUBRECIPIENT's Attorney _____ Date _____	

Form 10/21/2015 mll

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	<u>Sally Stopher</u>	Name	<u>Gerard Urbas</u>
Title	<u>Director of Grants Management</u>	Title	<u>Deputy State Coordinating Officer Public Assistance</u>
E-Mail	<u>sstopher@SpokaneCity.org</u>	E-Mail	<u>gary.urbas@mil.wa.gov</u>
Phone	<u>509-625-6032</u>	Phone	<u>(253) 512-7402</u>

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 15, 2015 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 15, 2015.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA 4249-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 12, 2015 to November 21, 2015. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4249-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute **75** percent of the eligible costs for any eligible project and 100 percent of the federal indirect costs, up to \$250, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4249-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of certain volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work – categories A and B, referred to as Donated Resources. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources are calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), and are capped at the non-Federal share of approved eligible emergency work costs. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs approved in Project Worksheets. Any excess credit can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 15, 2016 (**Attachment 4**) procedures as follows:

- a. **Small Project Payments:** Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive a \$250 allowance for federal indirect costs, upon completion and closure of the disaster grant. Documentation of costs involved with attending applicant briefing, kick off meeting, and the exit meeting should be retained in the SUBRECIPIENT's files to support federal indirect cost reimbursement.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4249-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming the \$250 allowance for federal indirect costs, the SUBRECIPIENT shall submit certification that they have expended a minimum of \$250 attending the applicant briefing, kick off meeting, and/or the exit meeting prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the applicant for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT 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 the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and

within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients 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. For additional assistance and information regarding language access obligations, please refer to the 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>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 15, 2016 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

The DEPARTMENT pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT 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 telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix I of the Washington State Public Assistance Applicant Manual dated January 15, 2016 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or

employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 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.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of

noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes an audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts Office

**Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all 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 administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the Subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	4249-DR-WA
Event Name:	Washington Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Declaration Date:	January 15, 2016
Contract #:	
FIPS #:	

Step 1: Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.

Date forms will be submitted:	
-------------------------------	--

2. Enter jurisdiction/organization/subgrantee name and address.

Applicant Name:	City of Spokane		
Doing Business As:			
County:	Spokane		
Street Address:	808 W Spokane Falls Blvd Spokane, WA 99201		
Mailing Address:	Same		
City:	Spokane	State:	WA
		Zip:	99201

3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.

Tax Identification Number:	91-6001280
State Business # (UBI):	328013877
DUNS #:	115528189

If you do not know your organization's DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at **1-866-705- 5711** and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address(if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

Please note: The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)

4. Do you have an account already established with the State of Washington?

Do you have an account already established with the State and have you received funds from the state within the past 2 years?

- ☒ Yes and the account information is current – skip sections 5 and 6, continue to section 7.
☐ Yes but I need to make changes to the account information – continue to section 5.
☐ No – skip section 5, continue to section 6.

State Vendor #: 0003387-12

5. What information needs to be changed?

☐ Name ☐ Address ☐ Contact Information ☐ Email ☐ Account Info ☐ Additional Info

6. Complete this section if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. If all information is current, skip this section.

Contact Person:	
Phone:	
Fax:	
Email:	
Financial Institution:	
Phone:	
Routing Number:	
Account Number:	
Account Type:	<i>Checking</i> <i>Savings</i>
Authorized Representative:	I
Authorized Representative Title:	

7. Type of Applicant.

Enter the letter corresponding to the type of applicant:	C
<p>A - State B - County C - City D - School District E - Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.) F - Higher Educational Institution G - Indian Tribe H - Private NonProfit I - Other (Specify)</p>	
If I: Other, specify type of organization (this is rare)	

8. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don't know them, check out <http://app.leg.wa.gov/districtfinder/>

Congressional District Number(s):	5th
Legislative District Number(s):	3rd

9. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents. This person must be named in the designation letter or resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

Name:	Sally Stopher
Title:	Director of Grants Management
Phone:	509-625-6032
Fax:	
Email:	sstopher@spokanecity.org

10. Enter information regarding the alternate agent. This person can also sign documents and must be named in the designation letter or resolution as the alternate.

Name:	Kim Bustos
Title:	Director of Accounting
Phone:	509-625-6034
Fax:	
Email:	kbustos@spokanecity.org

11. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

Date of resolution:	Day:	Month:	Year:
Governing Body: City of Spokane			
Individual certifying that the resolution is true and correct copy (usually clerk)			
Name:	Title:		
Date certifying resolution:			

12. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 9 and 10.

Name:	David Condon	Title:	Mayor
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	

13. Enter the name and title of anyone authorized to sign contracts. Unless your jurisdiction has rules stipulating otherwise, the applicant agent and alternate should be listed again in this section.*

Name:	Theresa Sanders	Title:	City Administrator
Name:	Tim Dunivant	Title:	Finance & Admin Director
Name:	Gavin Cooley	Title:	CFO

*Applicant agent's contract signing limit is \$10,000 so they are not included in this section.

- STEP 2:** The forms are now populated with the information entered in Step 1. Review the forms for accuracy.
- STEP 3:** Print page 5 if applicant agent or alternate is not highest authority.
- STEP 4:** Print page 6 if applicant agent or alternate is highest authority (or use your own resolution format).
- STEP 5:** Print pages 7 – 12 and two copies of the contract/grant agreement. The grant agreement will be a separate attachment.
- STEP 6:** Either highest official signs page 5: Designation letter (if not applicant agent or alternate) or governing body passes and signs resolution. If resolution format is used, clerk of governing body signs a copy of the resolution.
- STEP 7:** Highest official and/or governing body signs in block 1 of page 7: Signature Authorization form
- STEP 8:** Applicant agent signs block 2 of page 7: Signature Authorization form, page 8: Disaster Assistance Application, page 9: Debarment form, and page 10: W-9
- STEP 9:** Alternate applicant agent signs block 2 of page 7: Signature Authorization form, and page 8: Disaster Assistance Application
- STEP 10:** Someone who signed in block 2 of Signature Authorization form signs two copies of contract/grant agreement.
- STEP 11:** If account has not already been established with State and no changes need to be made, someone authorized to access account signs Pages 11 and 12: Direct Deposit
- STEP 12:** After all signatures are obtained on all forms, mail the following to:

Gary Urbas
Washington Military Department
Emergency Management Division
Public Assistance
MS: TA-20, Building 20-B
Camp Murray, WA 98430-5122

- ☐ ☐ 2 originals of contract/grant agreement
- ☐ 1 original of designation letter or 1 certified copy of resolution
- ☐ 1 original signature authorization form
- ☐ 1 original disaster assistance application
- ☐ 1 original debarment form
- ☐ 1 W-9
- ☐ 1 direct deposit form

Keep pages 1 through 4 and copies of the remaining pages for your file.

- STEP 13:** After the contract/grant agreement is signed by the EMD director, one original contract/grant agreement and a copy of the disaster assistance application will be mailed to the applicant agent. These should be kept for your file.

If you have questions, please contact your Public Assistance Coordinator or Program Assistant.

DISASTER ASSISTANCE APPLICATION**DEM - 131****Application Identifier:**

State Number: _____

Federal Disaster Number: 4249-DR-WA

Federal Catalog Number: 97.036**Title: Public Assistance Grants****Declaration Date:** January 15, 2016**Applicant's FEMA Project Application Number:****Legal Applicant Recipient:**

Applicant's Name: City of Spokane

Street Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Mailing Address: Same

County: Spokane

City: Spokane

State: WA

Zip Code: 99201

Applicant Agent:

Name: Sally Stopher

Title: Director of Grants Management

Signature: **Contact Information:**Phone: ~~509-625-6032~~

Fax: _____

E-mail: sstopher@spokanecity.org

Date: _____

Alternate Applicant Agent:

Name: Kim Bustos

Title: Director of Accounting

Signature: _____

Phone: ~~509-625-6034~~

Fax: _____

E-mail: kbustos@spokanecity.org

Date: _____

Type of Applicant:

- A - State
- B - County
- C - City
- D - School District
- E - Special Purpose District

F - Higher Educational Institution

G - Indian Tribe

H - Private NonProfit

I - Other (Specify) _____

Enter Appropriate Letter C**Congressional District Number:**

5th

State Legislative District Number:

3rd

Governor's Authorized Representative:

Signature: _____

Date: _____

NOTE: Shaded blocks for WA EMD use.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Spokane	DATE SUBMITTED
PROJECT DESCRIPTION Public Assistance Program, Disaster 4249-DR-W-DR-WA	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	David Condon	Mayor

2. OTHER INDIVIDUALS AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Theresa Sanders	City Administrator
	Tim Dunivant	Finance & Admin Director
	Gavin Cooley	CFO

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return) City of Spokane	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input checked="" type="checkbox"/> Government <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) 808 W Spokane Falls Blvd Spokane, WA 99201	
	City, state, and ZIP code Spokane WA 99201	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
91-6001280	

Part II Certification

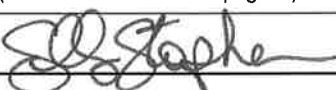
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person



Date

7/8/16

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Spokane		Doing business as (DBA)	
ADDRESS 808 W Spokane Falls Blvd Spokane, WA 99201 Spokane WA 99201		Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 328013877 Federal Employer Tax Identification #: 91-6001280
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 Transactions

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: 7/8/16Print Name and Title: Sally Stopher

Director of Grants Management

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

07/25/2016

<u>Date Rec'd</u>	7/12/2016
<u>Clerk's File #</u>	OPR 2016-0587
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4255-16
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	MIKE COSTER 625-4640
<u>Contact E-Mail</u>	MCOSTER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4320 MAGNESIUM HYDROXIDE CONTRACT

Agenda Wording

Contract purchase for three (3) years with Inland Environmental Resources, Inc. (Spokane, WA) to supply liquid Magnesium Hydroxide to the Riverside Park Water Reclamation Facility (RPWRF) for effluent pH adjustment. Yearly estimated cost \$538,065.

Summary (Background)

The Riverside Park Water Reclamation Facility (RPWRF) uses Magnesium Hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the Phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove Phosphorus and also alkalinity consumption during Ammonia removal. Wastewater Management uses Magnesium Hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 179,355.00	# 4320-43210-35148-53203
Expense \$ 179,355.00	# 4320-43210-35148-53203
Expense \$ 179,355.00	# 4320-43210-35148-53203
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	CONKLIN, CHUCK	<u>Other</u>	PW 7/11/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	Tax & Licenses	
<u>Additional Approvals</u>		hbarnhart@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	kbrooks@spokanecity.org	
		dkelley@inlande.com	
		kkurle@inlande.com	
		cwahl@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The bid request was emailed to 39 companies, with one bid submitted (Inland Environmental, Inc), and three "no bid" responses received. Acceptance of Bid #4255-16 from Inland Environmental Resources, Inc, Spokane, Washington, to supply liquid magnesium hydroxide for three years at a cost of \$450/dry ton, or approximately \$538,065 annually (tax included). Contract period would begin July 1, 2016 and end June 30, 2019.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Riverside Park Water Reclamation Facility
July 11, 2016

Subject

Contract for the purchase of liquid magnesium hydroxide.

Background

The Riverside Park Water Reclamation Facility (RPWRF) uses Magnesium Hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the Phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove Phosphorus and also alkalinity consumption during Ammonia removal. Wastewater Management uses Magnesium Hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.

The bid request was emailed to 39 companies, with one bid submitted (Inland Environmental, Inc), and three “no bid” responses received. Acceptance of Bid #4255-16 from Inland Environmental Resources, Inc, Spokane, Washington, to supply liquid magnesium hydroxide for three years at a cost of \$450/dry ton, or approximately \$538,065 annually (tax included). Contract period would begin July 1, 2016 and end June 30, 2019.

Impact

Approval of the Magnesium Hydroxide purchase contract will allow the facility to remain in regulatory compliance.

Action

Recommend approval.

Funding

This contract is budgeted in the Wastewater budget.

City Clerk's No. _____

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and INLAND ENVIRONMENTAL RESOURCES, INC., whose address is 4510 Glade North Road, Pasco, Washington 99301 (*Physical address*) P.O. Box 18978, Spokane, Washington 99228, (*Mailing address*), as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will be responsible for SUPPLYING, TRANSPORTING, AND DELIVERING MAGNESIUM HYDROXIDE, $\text{MG}(\text{OH})_2$ TO THE CITY OF SPOKANE RIVERSIDE PARK WATER RECLAMATION FACILITY AT 4401 NORTH AUBREY L. WHITE PARKWAY, SPOKANE, WASHINGTON 99205. Contractor shall be available to deliver within one (1) day from receipt of order. All work shall be performed in accordance with the Contractor's Bid submitted to the City in response to its RFB #4255-16.
2. CONTRACT DOCUMENTS. This Contract and the Contractor's quote constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions.
3. TIME OF PERFORMANCE. The Contract shall begin July 1, 2016 and run through June 30, 2019. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for two (2) additional one-year contract periods, with the total contract term not to exceed five (5) years.
4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination.
5. COMPENSATION. The City will pay FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00) a dry ton - up to FIVE HUNDRED THIRTY EIGHT THOUSAND SIXTY FIVE AND NO/100 DOLLARS (\$538,065.00), including tax, the amount in the Contractor's quote, based on ELEVEN THOUSAND (11,000) tons more or less, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. PAYMENT. The Contractor will send its applications for payment to the Waste Water Treatment Facility, Administrative Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of

the Contractor's application except as provided in RCW 39.76.

7. **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Property insurance if materials and supplies are furnished by the contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

10. NON-CONFORMING. Upon delivery of non-conforming product, the Contractor will be penalized FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per delivery. Two such non-conforming deliveries will constitute breach of Contract by non-performance, and the City reserves the right to cancel the Contract. The Contractor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new Bid is awarded, not to exceed 45 days.

11. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

12. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

13. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
15. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
17. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
18. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
19. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
20. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.
21. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when

ordered in writing by the Director of the Riverside Park Water Reclamation Facility, and the Contract time and compensation will be adjusted accordingly.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: 6/13/16

INLAND ENVIRONMENTAL RESOURCES,
INC.

E-Mail address, if available: _____

dkelley@inlande.com

By: Doug Kelley

Title: President

Attachments that are part of this Contract:

Contractor's Bid submitted to the City in response to its RFB #4255-16

16-2070

ordered in writing by the Director of the Riverside
Contract time and compensation will be adjusted

Dated: _____

CIT

By:

Titl

Ap



Attest:

City Clerk

Assistant City Attorney

A handwritten signature in blue ink, appearing to read "Kim L. Lohmeyer".

Dated: _____

INLAND ENVIRONMENTAL RESOURCES,
INC.

E-Mail address, if available: _____

By: _____

Title: _____

Attachments that are part of this Contract:

Contractor's Bid submitted to the City in response to its RFB #4255-16

16-2070

BID TABULATION

MAGNESIUM HYDROXIDE

BID #4255-16 Due: 5/23/16

	Inland Environmental Resources, Inc. Spokane, WA 99228	Cascade Columbia Distribution Company Seattle, WA	Hill Brothers Chemical Bountiful, UT	UNIVAR USA, Inc. Kent, WA
Qty of 1100 ton (more or less) Magnesium Hydroxide –Unit Price per dry ton:	\$450.00 dry ton	NO BID “Unable to bid on your requirements at this time”	NO BID	NO BID “Unfortunately, we are unable to bid on your requirements at this time”
SUBTOTAL:	\$495,000.00			
SALES TAX:	\$43,065.00			
TOTAL BID:	\$538,065.00			

-UNIVAR USA, INC. SUBMITTED A “NO BID” RESPONSE

The bid request was e-mailed to 39 companies, with 1 bid response received and 3 “no bid” responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: #4255-16

DESCRIPTION: MAGNESIUM HYDROXIDE

DUE DATE: MONDAY, MAY 23, 2016
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Inland Environmental Resources Inc

MAILING ADDRESS PO Box 18978

Spokane WA 99228

PHYSICAL ADDRESS 4510 Glade North Road

Pasco WA 99301

PHONE NUMBER 800-331-3314

FAX NUMBER 888-331-3314

E-MAIL ADDRESS dkelley@inlande.com

SIGNATURE:

Doug Kelley

Signature here will confirm compliance with all instructions,
terms, and conditions of this Request for Bids.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

SECTION I. PRICING

TO: CITY OF SPOKANE - PURCHASING

BID NAME: MAGNESIUM HYDROXIDE

BID NO: Bid #4255-16

The purpose of this Request for Bid is to invite sealed Bids to supply The City of Spokane with The City of Spokane Riverside Park Water Reclamation Facility with Magnesium Hydroxide $Mg(OH)_2$.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1100 TONS (MORE OR LESS)	MAGNESIUM HYDROXIDE, $Mg(OH)_2$	450.00	495000.00
NOTE: BASE UNIT PRICE ON 1100 TONS	TOTAL BID		495000.00
	WA STATE SALES TAX (%8.7)		43065.00
	GRAND TOTAL		538065.00

NOTE: UNIT PRICE MUST INCLUDE ANY TRANSPORTATION AND FREIGHT CHARGES

Payment Terms: Net 30 days

Payment: Supplier will accept credit card ____ YES ☒ NO. If so, state any additional charge or discount for credit card payments. _____

Delivery: We (I) will deliver partial the above items within one (1) days from receipt of order.

F.O.B. Delivery Point: Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, WA 99205

SIGNATURE ON COVER PAGE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS BID.

SECTION II. BIDDER INFORMATION

Company Name: Inland Environmental Resources Inc
(Type or Print)

By: Doug Kelley Title: President
(Type or Print)

Please indicate person to be contacted by the City concerning items(s) being bid:

Name: Doug Kelley Phone: 888-331-3348

BUSINESS REGISTRATION REQUIREMENT

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

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: T12009535BUS

ORGANIZATION

Proposal of an () individual () partnership (X) corporation organized and existing under the Laws of the State of Washington.

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the Bid price. Vendor agrees to sell at the same price, terms and conditions.

YES X NO If yes, prices are good until further notice

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
<u>Inland Environmental Resources Inc</u>	<u>PO Box 18978, Spokane WA</u>	<u>99228</u>

MINORITY BUSINESS ENTERPRISE

Vendor (is , is not X) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is , is not X) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

SUBMITTAL CHECKLIST:

Checklist to assure submittal of necessary documents. **Bids not including this information shall be deemed nonresponsive and will not be considered for award.**

Check here

1. Bid document – thoroughly completed	Included <u> X </u>
2. Material Safety Data Sheet	Included <u> X </u>
3. Detailed Product Specifications	Included <u> X </u>
4. Independent Certified Analysis as described in Paragraph 2 of Section II. "Special Instructions and Specifications" in PART III. "Instructions and Specifications"	Included <u> X </u>

PART II. SPECIFIC TERMS AND CONDITIONS

1. DEFINITIONS

- a. Bidder - one who submits a Bid.
- b. Vendor - Bidder to whom contract or purchase order is awarded.
- c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- d. Destination-Delivery - Delivery to the storage tanks at the Riverside Park Water Reclamation Facility.
- e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- f. Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

The contract shall be for a two year period beginning on July 1, 2016, and terminating on June 30, 2018.

5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.

6. QUANTITIES

Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.)

7. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

8. DISCOUNT PERCENTAGES

Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.

9. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

10. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with **NO** provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.

11. INVENTORY

Sufficient inventory to supply the needs of the Purchaser shall be maintained by the Vendor.

12. DELIVERY DEFAULT

- A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.
- B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.

- 1. The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.
- 2. Time is of the essence in the performance of this contract.
- 3. Material Safety Data Sheets must be included with Bid Proposal forms if applicable.
- 4. All freight expenses shall be the responsibility of the winning Vendor.
- 5. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.

Sherry Byers, Washington Beef, PO Box 832, Toppenish WA 98948, 509-865-2121, Sherry.Byers@abfoodsusa.com

Robert Farrell, Port of Sunnyside, PO Box 329, Sunnyside WA 98944, 509-839-3187, bob@portofsunnysidelab.com

Don Ellis, City of Post Falls, 2002 W Seltice Way, Post Falls, ID 83854, 208-773-1438, dellis@postfallsidaho.org

- 6. Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.

Representative Name: Karen Kurle Representative Phone: 800-331-3314

Representative email address: kkurle@inlande.com

- 7. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
- 8. The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.
- 9. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.

10. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?		X	
If so were PCBs found at a measureable level?			X
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?		X	
If so attach the results or note from whom the results can be obtained.			X
Do you have reason to believe the product contains measureable levels of PCBs?		X	
Do you have reason to believe the product packaging contains measureable levels of PCBs?		X	

11. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.
12. Signature on the cover page of this Bid by the Bidder will confirm acknowledgment of receipt and understanding of all instructions, terms, and conditions of this Request for Bids.

SECTION II. SPECIAL INSTRUCTIONS AND GENERAL SPECIFICATIONS

- Any specification questions concerning this Bid should be directed to Mike Cannon at mcannon@spokanecity.org. Any administrative questions concerning this Bid should be directed to Connie Wahl, Purchasing at cwahl@spokanecity.org.
- The Bidder shall provide detailed product specifications showing the content in ug/L of Arsenic, Cadmium, Copper, Lead, Mercury, Nickel, Silver and Zinc, an MSDS Sheet, and an independent certified analysis along with their bid. Bids not including this information shall be deemed nonresponsive and will not be considered for award.
- Stated quantities are estimates only and actual usage may vary more or less. This product will be used approximately between April 15 and November 1. Actual usage period will be determined by the RPWRF staff. Vendor will be notified of actual start up and stop dates when determined each year.
- The Magnesium Hydroxide is to be delivered by truck and transferred to storage tanks at the Riverside Park Water Reclamation Facility (RPWRF), 4401 North Aubrey L. White Parkway. Method and equipment for delivery shall be compatible with the treatment plant site and with receiving and storage equipment available at the site. Deliveries are to be made between 7:30 a.m. and 2:30 p.m. weekdays, as required. Deliveries made outside these hours may be arranged occasionally on a case by case basis; notification must be at least 48 hours prior to delivery. It is recommended that all Bidders visit the facility to understand the basis for the delivery schedule. All Vendors will be held responsible to comply with the established receiving program. All Magnesium Hydroxide is to be delivered (F.O.B.) to the storage tank at the Riverside Park Water Reclamation Facility.

5. Bid is to be given as price per dry ton of magnesium hydroxide solids at a minimum dry solids concentration of 50% by weight and 90% $\text{Mg}(\text{OH})_2$ by dry weight in an aqueous slurry. **The method used to calculate magnesium hydroxide shall be as described in Attachment A.**
6. If the Bidder's product is unsatisfactory, but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option a new Vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material which does not meet specifications, will be assumed by the Vendor.
7. Upon delivery of non-conforming product, the contractor will be penalized \$500.00 per delivery. Two such non-conforming deliveries will constitute breach of contract by non-performance, and the city reserves the right to cancel the contract. The Vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new Bid is awarded, not to exceed 45 days.
8. Bidder shall provide an independent certified analysis with its Bid and each new batch thereafter, showing the content of $\text{Mg}(\text{OH})_2$ in percent by dry weight, which will be used to determine actual dry tons of Magnesium Hydroxide delivered. The City may, at times of its choosing, sample the material to confirm that the product supplied has not deviated from the most recent certified analysis.

Refer to ATTACHMENT "A" for determining percentage of Magnesium Hydroxide present based on Loss of Ignition method. Bidder must provide the following three components for the computation:

1. Percentage CaO content of $\text{Mg}(\text{OH})_2$	<u>% 1.63</u>
2. Percentage $\text{Mg}(\text{OH})_2$ purity (by difference)	<u>% 97.51</u>
3. Percentage Loss on Ignition	<u>% 1.32</u>

9. The awarded Vendor will be subject to grab analyses to determine consistent quality of the product. Grabs will be taken by Plant Personnel at time of magnesium hydroxide delivery.
10. If the product differs from the provisions contained herein, these differences must be explained in detail.
11. Federal and State laws governing this product must be satisfied.
12. Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE PART III INSTRUCTIONS AND SPECIFICATIONS

DK max
INITIAL

PART IV. BID SUBMISSION AND EVALUATION

SECTION I. BID SUBMISSION

1. PREPARATION OF BIDS

All Bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Use recycled paper and both sides of paper sheets whenever practicable. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place each copy of the Bid in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED BID - IMPORTANT"
"BID #4255-16 MAGNESIUM HYDROXIDE"
"DUE: MAY 23, 2016 – 1:00 P.M."
YOUR COMPANY NAME, CITY, & STATE

3. SUBMISSION OF BIDS

Submit Three (3) copies of the Bid, as follows:

Original paper Bid, One (1) paper copy, and One (1) reproducible digital copy (CD or thumb drive) to:

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201**

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Bids delivered late. It is the responsibility of the Bidder to be sure the Bids are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the opening date. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Bids will be publicly opened at 1:15 p.m., MONDAY, MAY 23, 2016 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

SECTION II. BID EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

2. BIDDING ERRORS

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.

3. BIDDER PREQUALIFICATION

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

4. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

5. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.

9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax

Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.

- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

12. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

13. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

14. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

15. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

16. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

19. SEVERABILITY

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

20. MINORITY BUSINESS OPPORTUNITIES

- Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

21. FREIGHT TERMS

All freight charges must be included in unit price. No additional cost will be allowed.

- The Purchaser reserves the right to be advised of selection of method and type of carrier.

- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

22. INSURANCE COVERAGE

During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

23. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

ATTACHMENT A

Note: This attachment to be used as a reference ONLY.

DETERMINING % MAGNESIUM HYDROXIDE PRESENT BY LOSS ON IGNITION (LOI)

	MOLECULAR WEIGHT	THEORETICAL LOI %
Mg(OH)₂	58.319	30.89
CaO	56.079	N/A
Ca(OH)₂	74.094	24.31

Enter values in blank boxes provided only:

Enter % CaO content of Mg(OH) ₂ *:	1.63
Conversion of % CaO to % Ca(OH) ₂ :	2.15
Enter % Mg(OH) ₂ purity (by difference):	97.51
Adjusted % Mg(OH) ₂ purity**:	96.99
Enter % Loss on Ignition (LOI):	1.32
Ca(OH) ₂ Contribution to LOI ***:	0.52
Calculated Mg(OH) ₂ Contribution to LOI:	0.80
Adjusted Theoretical Mg(OH) ₂ LOI:	30.0

Estimated % Mg(OH) ₂ Present:	60% (58.2%)
--	-------------

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

May 11, 2016

ADDENDUM NO. 1

REQUEST FOR BIDS #4255-16 MAGNESIUM HYDROXIDE

This Addendum 1 to Request for Bids #4255-16 Magnesium Hydroxide is being issued to change the contract term.

1. The contract term is being changed as identified below.

CURRENT WORDING:

4. **CONTRACT PERIOD**

The contract shall be for a two year period beginning on July 1, 2016, and terminating on June 30, 2018.

5. **RENEWAL**

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.

REPLACE WITH:

4. **CONTRACT PERIOD**

The contract shall be for a **three** year period beginning on July 1, 2016, and terminating on June 30, 2019.

5. **RENEWAL**

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for **two** (2) additional one-year contract periods with the total contract period not to exceed five (5) years.

Connie Wahl, C.P.M., CPPB
Purchasing

**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID,
OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

**Inland Environmental Resources Inc
Company**

**Doug Kelley
Authorized Signature**



Inland Environmental Resources

PO Box 18978

Spokane WA 99228

800-331-3314

FAX: 888-331-3314

MATERIAL SAFETY DATA SHEET

SECTION 1 – CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: AMALGAM-60 (Magnesium Hydroxide Slurry)
CHEMICAL NAME: Magnesium Hydroxide
CHEMICAL FORMULA: $Mg(OH)_2$
SYNONYMS: Magnesium Hydrate
PRODUCT USE: Industrial Chemical Process/Acid Neutralization/Waste Treatment

MANUFACTURER:

Inland Environmental Resources, Inc.
PO Box 18978
Spokane, WA 99228

Emergency: INFOTRAC
Emergency: (800) 535-5053

DATE OF PREPARATION: January 29, 2013

SECTION 2 – COMPOSITION/INFORMATION ON INGREDIENTS

Components	%(wt./wt.)	CAS#	LD ₅₀ /species	LC ₅₀ /species	Exposure Limits	
					OSHA- PEL	ACGIH-TLV
Magnesium Hydroxide	50 – 65	1309-42-8	Not Available	Not Available	15 mg/m ³ (Nuisance Particulate)	10 mg/m ³ (Nuisance Particulate)
Water	35 – 50	7732-18-5	Not Available	Not Available	None Reported	None Reported
Magnesium Oxide <u>Fume</u> *	Unknown	1309-48-4	Not Available	Not Available	15 mg/m ³ (Total Particulate)	10 mg/m ³ (Total Particulate)

* Magnesium Oxide Fume may be generated if product is heated to volatilization.

SECTION 3 – HAZARDS IDENTIFICATION

OVERVIEW: Product may present a nuisance dust hazard if allowed to dry out.

ROUTES OF ENTRY:	Skin Contact <input checked="" type="checkbox"/>	Skin Absorption <input type="checkbox"/>	Eye Contact <input checked="" type="checkbox"/>	Inhalation <input checked="" type="checkbox"/>	Ingestion <input checked="" type="checkbox"/>
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EYES/SKIN: May cause irritation of eyes, skin or nasal passages.

INHALATION: May cause irritation of the upper respiratory passages. Inhalation of magnesium fume may cause metal fume fever, however no evidence of metal fume fever resulting from industrial exposure to magnesium fume has been found. Symptoms of metal fume fever include; cough, tightness of chest, sweating, headache, fever, muscle aches, nausea, vomiting and tiredness.

INGESTION: No significant effects are expected to occur.

EFFECTS OF ACUTE EXPOSURE: See inhalation effects above.

EFFECTS OF CHRONIC EXPOSURE: None Reported

SECTION 4 – FIRST AID MEASURES

INHALATION: If symptoms of exposure are experienced (see Hazards Identification), remove victim to fresh air. Obtain medical attention.

INGESTION: Rinse mouth with and/or drink water if conscious. Obtain medical advice.

EYES: If irritation occurs, immediately flush eyes with water for at least 10 minutes. Obtain medical attention.

SKIN: Not expected to cause a problem. However, if irritation occurs, flush affected area with water. If irritation Persists, obtain medical advice.

SECTION 5 – FIRE FIGHTING MEASURES

CONDITIONS OF FLAMMABILITY:	Not Flammable
EXTINGUISHING AGENTS:	As for surrounding fire
FLASHPOINT AND METHOD:	Not applicable
UPPER FLAMMABLE LIMIT:	Not applicable
LOWER FLAMMABLE LIMIT:	Not applicable
AUTOIGNITION TEMPERATURE:	Not applicable
HAZARDOUS COMBUSTION PRODUCTS:	Not applicable
SENSITIVITY TO MECHANICAL IMPACT:	No special sensitivity
SENSITIVITY TO STATIC DISCHARGE:	Not sensitive
FIREFIGHTING PROCEDURES:	As for surrounding fire
NFPA Ratings: Health: 1, Flammability: 0, Reactivity: 0	

SECTION 6 – ACIDENTAL RELEASE MEASURES

LEAK AND SPILL PROCEDURES:

No specific spill hazard. Pick-up spills without creating dust from dried product. Place material into container, and cover. Hold in sealed container for disposal.

SECTION 7 – HANDLING AND STORAGE

HANDLING PROCEDURES AND EQUIPMENT:

Product may present a nuisance dust hazard if allowed to dry out. Avoid inhalation of dust. Clean area frequently to avoid dust build-up. Wear applicable personal protective equipment as indicated in Section 8 – Exposure Control and Personal Protection.

STORAGE REQUIREMENTS:

Store in an agitated tank to prevent settling of solids. Do not allow product to freeze.

SECTION 8 – EXPOSURE CONTROLS AND PERSONAL PROTECTION

ENGINEERING CONTROLS:

Wherever possible, use engineering controls to minimize inhalation of dust. Engineering controls may include process enclosure and/or local exhaust ventilation.

PERSONAL PROTECTIVE EQUIPMENT:

RESPIRATORY PROTECTION: If adequate engineering controls are not available, wear respirator approved by NIOSH/MSHA for dusts/mists, as applicable. If magnesium oxide fume is likely to be produced then ensure that a NIOSH/MSHA respirator approved for fumes is used. In conditions of oxygen deficiency, or where airborne concentrations exceed 100mg/m^3 , wear positive pressure or pressure demand supplied air respiratory protection or SCBA.

EYE/SKIN PROTECTION: Wear safety goggles, unless full face-piece respiratory protection is worn. The use of gloves and long-sleeve clothing is recommended.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	White to light brown liquid (slurry)	MELTING POINT:	Decomposes to MgO @ 350°C
ODOR :	Odorless	SPECIFIC GRAVITY:	1.4 – 1.5 g/mL
PHYSICAL STATE:	Aqueous Slurry	EVAPOURATION RATE:	Same as water
pH:	10.5 – 11.2 (as neat slurry)	PARTITION COEFF.:	Not applicable
VAPOR PRESSURE:	Not applicable	ODOR THRESHOLD:	Not applicable
VAPOR DENSITY:	Not applicable	VISCOSITY:	500 – 1000 cP
BOILING POINT:	100°C (water)	WATER SOLUBILITY (@ 20°C):	0.0009 g/100ml

SECTION 10 – STABILITY AND REACTIVITY

CHEMICAL STABILITY: Stable under normal conditions.

CONDITIONS TO AVOID: Avoid excessive temperatures, which will cause product to produce steam and/or decompose to magnesium oxide.

INCOMPATIBLE SUBSTANCES: Strong acids, aluminum powder, maleic anhydride, phosphorus, potassium.

HAZARDOUS DECOMPOSITION PRODUCTS:

Product may present a nuisance dust hazard if allowed to dry out. Product will decompose to magnesium oxide in temperatures in excess of 350°C. Magnesium fume may be generated if heated to volatilization. Steam may be generated upon heating.

HAZARDOUS POLYMERIZATION: Does not occur.

SECTION 11 – TOXICOLOGICAL INFORMATION

LD50/LC50: No Data Available

IRRITANCY: May cause irritancy of eyes, skin or nasal passages

SENSITIZER: No Data Available

CARCINOGEN: Magnesium hydroxide (CAS#1309-42-8) is not listed as a carcinogen by ACGIH, IARC, NIOSH, NTP or OSHA

TERATOGEN: No Data Available

REPRODUCTIVE TOXIN: No Data Available

MUTAGEN: No Data Available

SYNERGISTIC PRODUCTS: None Known

SECTION 12 – ECOLOGICAL INFORMATION

No Data Available

SECTION 13 – DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:

This product does not meet the criteria of a hazardous waste. Dispose in accordance with all applicable Federal, Provincial/State, and local Environment Regulations.

SECTION 14 – TRANSPORT INFORMATION

SPECIAL SHIPPING INFORMATION:

No special requirements

CANADIAN TGD: Not regulated. No PIN number assigned.

U.S. DOT: Not regulated by DOT. No UN number assigned.

SECTION 15 – REGULATORY INFORMATION

INVENTORY/REGULATORY LISTS:

Magnesium Oxide is reported on the following national inventory and/or regulatory lists:

Australia	- Australian Inventory Of Chemical Substances (AICS):	1309-42-8
Canada	- Domestic Substance List (DSL):	1309-42-8
Europe	- European Inventory Of Existing Commercial Chemical Substances (EINECS):	215-170-3
Japan	- Existing And New Chemical Substances (ENCS):	1-386
Korea	- Existing And Evaluated Chemical Substances (KECL):	KE-22716
USA	- Toxic Substance Control Act (TSCA) Inventory List 8(b):	1309-42-8

WHMIS: WHMIS CLASSIFICATION: Does not meet criteria

This product is not listed on the WHMIS Ingredient Disclosure List.

This product has been classified in accordance with the hazard criteria of the CPR (Controlled Products Regulations) and this MSDS contains all of the information required by the CPR.

CERCLA: Not listed as a hazardous substance

SARA TITLE III:

Section 302:	Product is not listed as an Extremely Hazardous Substance (EHS).
Section 304:	Emergency Release Notification not required.
Section 311/312:	Hazard Category: Acute (nuisance dust if allowed to dry out). MSDS, chemical inventory, Tier I/II reporting are applicable.
Section 313:	Product is not subject to Form R reporting.

SECTION 16 – OTHER INFORMATION

The information in this MSDS was obtained from sources which we believe are reliable. However, the information is provided without any representation or warranty, express or implied, regarding the accuracy, correctness, or suitability of this information for application to the purchasers intended use. The conditions or methods of handling, storage, use and disposal of the product are beyond our control. We, therefore, do not assume the responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product.



Inland Environmental Resources

PO Box 18978

Spokane WA 99228

800-331-3314

FAX: 888-331-3314

Product Data Sheet: AMALGAM-60

Product Description

AMALGAM-60 is a concentrated aqueous suspension of magnesium hydroxide produced from calcined, high purity, natural magnesite.

Product Application

AMALGAM-60 provides a highly reactive source of magnesium hydroxide ($Mg(OH)_2$) for use in chemical processing and water treatment applications. AMALGAM-60 offers a safe handling, non-hazardous means of effective acid neutralization, wastewater coagulation, and heavy metals removal in wastewater and process streams.

Chemical Composition

Component	Dry $Mg(OH)_2$ Basis (%)	
	Typical (%)	Specified (%)
$Mg(OH)_2$	97.8	> 97.2
CaO	1.4	
Fe_2O_3	0.5	
Al_2O_3	0.1	
SiO_2	0.2	

Physical Properties

Percent Solids	60% (59-61% range)
Sizing	95% passes through 325 mesh screen
Median Particle Size	9 micron
Density	12.5 lbs/gal (1.49 kg/L)
Viscosity	400-700 cps
Freezing Point	0°C (32°F)

Packaging and Handling

Product should be protected from freezing.

Agitated storage is required.

Select a feed pump that is capable of reliable delivery of a slurried material.

If the product is to be fed intermittently, periodically provide flushing water in order to minimize the risk of slurry deposition within the pump or feed lines.

AMALGAM-60 is manufactured in Washington state and is available in packaging from totes to full truckload deliveries.

The information contained herein is to the best of our knowledge and belief accurate. However, under the conditions of handling and use, we do not warrant or control, nor do we guarantee or assume any liability for damage or injury to following these suggestions. Nothing contained herein is to be construed as a recommendation for use or compliance with any applicable laws or regulations.

**Mukang Labs, Inc.**

2526 East Saint Helens Street, Pasco, WA 99301
Tel. 509-544-2159 Fax 509-547-4605
services@mukanglabs.com www.mukanglabs.com

*Top Scientist
Top Service*

Client Name: Inland Environmental Resources, Inc.

Project Name:

Contact Person: Doug Kelley

Address: PO Box 18978
Spokane, WA 99228-0978

Phone: 981-6644

dkelley@inlande.com

Analyst: Chen Liu

Sample Location:

Sampled By: Doug

Date Sampled: 05/12/16

**Sample Condition at
Sampling:**

Date Received: 05/12/16

**Sample Temperature at
Receipt:**

Date Starting Analysis: 05/13/16-05/15/16

**Sample Temperature at
Testing Start:** 24.5 °C

Date Report: 05/16/16

Water Analysis Report

Sample Lab No.	Customer Sample ID	Analyte	Method	MRL	Result	Unit
21003	Clear Solution of Slurry Sample	Arsenic	EPA200.7	2	5.7	µg/L
		Cadmium	EPA200.7	2	ND	µg/L
		Copper	EPA200.7	2	2.0	µg/L
		Lead	EPA200.7	2	ND	µg/L
		Mercury	EPA245.2	0.1	ND	µg/L
		Nickel	EPA200.7	2	ND	µg/L
		Silver	EPA200.7	2	ND	µg/L
		Zinc	EPA200.7	2	ND	µg/L

ND: Not detected

mg/L: Milligrams per liter (parts per million)

MRL: Method maximum report level

MCL: Maximum contaminant level

Chen Liu

Chen Liu, Quality Assurance Officer

Date: 05/16/16



CERTIFICATE OF LIABILITY INSURANCE

INLAN-9

OP ID: DW

DATE (MM/DD/YYYY)

08/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blasingame Insurance 200 N. Argonne Rd Spokane, WA 99212 Dan C. Wareham		CONTACT NAME: Patti Sander PHONE (A/C, No, Ext): 509-891-1000 FAX (A/C, No): E-MAIL ADDRESS: patti@blasingameins.com		
INSURED Inland Environmental Res Inc IER Environmental Res Inc PO Box 18978 Spokane, WA 99228		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American States Ins Co		19704
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	01CI48196440	08/31/2015	08/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					
	PRODUCTS - COM/OP AGG \$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		01CI71748020	08/31/2015	08/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	01SU42512540	08/31/2015	08/31/2016	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000	AGGREGATE \$				
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	01CI48196440	08/31/2015	08/31/2016	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Spokane and Riverside Park Water Reclamation Facility are named as additional insured per CG7635 attached to the policy as respects to work performed by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
Recalation Facility
4401 N Aubrey L White Pkwy
Spokane, WA 99205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Inland Environmental Resources

PO Box 18978

Spokane WA 99228

800-331-3314

FAX: 888-331-3314

May 18, 2016

BID NUMBER: #4255-16

DESCRIPTION: MAGNESIUM HYDROXIDE

RE: PART V. STANDARD TERMS AND CONDITIONS – Number 11 Brand Name “Or Equal”

The product being offered in this bid, AMALGAM-60, is identical in all specifications to SP-1094-MHS, which is the product that our company has been providing to the City of Spokane for numerous years. We have simply made a name change to the product. Therefore, AMALGAM-60 is identical to SP-1094-MHS.

Doug Kelley

President

Inland Environmental Resources Inc



Inland Environmental Resources

PO Box 18978

Spokane, WA 99228

800-331-3314

FAX: 888-331-3314

SAFETY DATA SHEET

SECTION 1 – CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: AMALGAM-60 (Magnesium Hydroxide Slurry)
CHEMICAL NAME: Magnesium Hydroxide
CHEMICAL FORMULA: $Mg(OH)_2$
SYNONYMS: Magnesium Hydrate
PRODUCT USE: Industrial Chemical Process/Acid Neutralization/Waste Treatment

MANUFACTURER:

Inland Environmental Resources, Inc.
PO Box 18978
Spokane, WA 99228

Emergency: INFOTRAC
Emergency: (800) 535-5053

DATE OF PREPARATION: October 9, 2014

SECTION 2 – HAZARDS IDENTIFICATION

OVERVIEW: Product may present a nuisance dust hazard if allowed to dry out.

ROUTES OF ENTRY: Skin Contact ☒ Skin Absorption ☐ Eye Contact ☒ Inhalation ☒ Ingestion ☒

EYES/SKIN: May cause irritation of eyes, skin or nasal passages.

INHALATION: May cause irritation of the upper respiratory passages. Inhalation of magnesium fume may cause metal fume fever, however no evidence of metal fume fever resulting from industrial exposure to magnesium fume has been found. Symptoms of metal fume fever include; cough, tightness of chest, sweating, headache, fever, muscle aches, nausea, vomiting and tiredness.

INGESTION: No significant effects are expected to occur.

EFFECTS OF ACUTE EXPOSURE: See inhalation effects above.

EFFECTS OF CHRONIC EXPOSURE: None Reported

SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS

Components	%(wt./wt.)	CAS#	LD ₅₀ /species	LC ₅₀ /species	Exposure Limits	
					OSHA- PEL	ACGIH-TLV
Magnesium Hydroxide	50 – 65	1309-42-8	Not Available	Not Available	15 mg/m ³ (Nuisance Particulate)	10 mg/m ³ (Nuisance Particulate)
Water	35 – 50	7732-18-5	Not Available	Not Available	None Reported	None Reported
Magnesium Oxide <u>Fume</u> *	Unknown	1309-48-4	Not Available	Not Available	15 mg/m ³ (Total Particulate)	10 mg/m ³ (Total Particulate)

* Magnesium Oxide Fume may be generated if product is heated to volatilization.

SECTION 4 – FIRST AID MEASURES

INHALATION: If symptoms of exposure are experienced (see Hazards Identification), remove victim to fresh air. Obtain medical attention.

INGESTION: Rinse mouth with and/or drink water if conscious. Obtain medical advice.

EYES: If irritation occurs, immediately flush eyes with water for at least 10 minutes. Obtain medical attention.

SKIN: Not expected to cause a problem. However, if irritation occurs, flush affected area with water. If irritation Persists, obtain medical advice.

SECTION 5 – FIRE FIGHTING MEASURES

CONDITIONS OF FLAMMABILITY:	Not Flammable
EXTINGUISHING AGENTS:	As for surrounding fire
FLASHPOINT AND METHOD:	Not applicable
UPPER FLAMMABLE LIMIT:	Not applicable
LOWER FLAMMABLE LIMIT:	Not applicable
AUTOIGNITION TEMPERATURE:	Not applicable
HAZARDOUS COMBUSTION PRODUCTS:	Not applicable
SENSITIVITY TO MECHANICAL IMPACT:	No special sensitivity
SENSITIVITY TO STATIC DISCHARGE:	Not sensitive
FIREFIGHTING PROCEDURES:	As for surrounding fire
NFPA Ratings: Health: 1, Flammability: 0, Reactivity: 0	

SECTION 6 – ACIDENTAL RELEASE MEASURES

LEAK AND SPILL PROCEDURES:

No specific spill hazard. Pick-up spills without creating dust from dried product. Place material into container, and cover. Hold in sealed container for disposal.

SECTION 7 – HANDLING AND STORAGE

HANDLING PROCEDURES AND EQUIPMENT:

Product may present a nuisance dust hazard if allowed to dry out. Avoid inhalation of dust. Clean area frequently to avoid dust build-up. Wear applicable personal protective equipment as indicated in Section 8 – Exposure Control and Personal Protection.

STORAGE REQUIREMENTS:

Store in an agitated tank to prevent settling of solids. Do not allow product to freeze.

SECTION 8 – EXPOSURE CONTROLS AND PERSONAL PROTECTION

ENGINEERING CONTROLS:

Wherever possible, use engineering controls to minimize inhalation of dust. Engineering controls may include process enclosure and/or local exhaust ventilation.

PERSONAL PROTECTIVE EQUIPMENT:

RESPIRATORY PROTECTION: If adequate engineering controls are not available, wear respirator approved by NIOSH/MSHA for dusts/mists, as applicable. If magnesium oxide fume is likely to be produced then ensure that a NIOSH/MSHA respirator approved for fumes is used. In conditions of oxygen deficiency, or where airborne concentrations exceed 100mg/m^3 , wear positive pressure or pressure demand supplied air respiratory protection or SCBA.

EYE/SKIN PROTECTION: Wear safety goggles, unless full face-piece respiratory protection is worn. The use of gloves and long-sleeve clothing is recommended.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	White to light brown liquid (slurry)	MELTING POINT:	Decomposes to MgO @ 350°C
ODOR :	Odorless	SPECIFIC GRAVITY:	1.4 – 1.5 g/mL
PHYSICAL STATE:	Aqueous Slurry	EVAPOURATION RATE:	Same as water
pH:	10.5 – 11.2 (as neat slurry)	PARTITION COEFF.:	Not applicable
VAPOR PRESSURE:	Not applicable	ODOR THRESHOLD:	Not applicable
VAPOR DENSITY:	Not applicable	VISCOSITY:	500 – 1000 cP
BOILING POINT:	100°C (water)	WATER SOLUBILITY (@ 20°C):	0.0009 g/100ml

SECTION 10 – STABILITY AND REACTIVITY

CHEMICAL STABILITY: Stable under normal conditions.

CONDITIONS TO AVOID: Avoid excessive temperatures, which will cause product to produce steam and/or decompose to magnesium oxide.

INCOMPATIBLE SUBSTANCES: Strong acids, aluminum powder, maleic anhydride, phosphorus, potassium.

HAZARDOUS DECOMPOSITION PRODUCTS:

Product may present a nuisance dust hazard if allowed to dry out. Product will decompose to magnesium oxide in temperatures in excess of 350°C. Magnesium fume may be generated if heated to volatilization. Steam may be generated upon heating.

HAZARDOUS POLYMERIZATION: Does not occur.

SECTION 11 – TOXICOLOGICAL INFORMATION

LD50/LC50: No Data Available

IRRITANCY: May cause irritancy of eyes, skin or nasal passages

SENSITIZER: No Data Available

CARCINOGEN: Magnesium hydroxide (CAS#1309-42-8) is not listed as a carcinogen by ACGIH, IARC, NIOSH, NTP or OSHA

TERATOGEN: No Data Available

REPRODUCTIVE TOXIN: No Data Available

MUTAGEN: No Data Available

SYNERGISTIC PRODUCTS: None Known

SECTION 12 – ECOLOGICAL INFORMATION

No Data Available

SECTION 13 – DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:

This product does not meet the criteria of a hazardous waste. Dispose in accordance with all applicable Federal, Provincial/State, and local Environment Regulations.

SECTION 14 – TRANSPORT INFORMATION

SPECIAL SHIPPING INFORMATION:

No special requirements

CANADIAN TGD: Not regulated. No PIN number assigned.

U.S. DOT: Not regulated by DOT. No UN number assigned.

SECTION 15 – REGULATORY INFORMATION

INVENTORY/REGULATORY LISTS:

Magnesium Oxide is reported on the following national inventory and/or regulatory lists:

Australia	- Australian Inventory Of Chemical Substances (AICS):	1309-42-8
Canada	- Domestic Substance List (DSL):	1309-42-8
Europe	- European Inventory Of Existing Commercial Chemical Substances (EINECS):	215-170-3
Japan	- Existing And New Chemical Substances (ENCS):	1-386
Korea	- Existing And Evaluated Chemical Substances (KECL):	KE-22716
USA	- Toxic Substance Control Act (TSCA) Inventory List 8(b):	1309-42-8

WHMIS: WHMIS CLASSIFICATION: Does not meet criteria

This product is not listed on the WHMIS Ingredient Disclosure List.

This product has been classified in accordance with the hazard criteria of the CPR (Controlled Products Regulations) and this MSDS contains all of the information required by the CPR.

CERCLA: Not listed as a hazardous substance

SARA TITLE III:

Section 302:	Product is not listed as an Extremely Hazardous Substance (EHS).
Section 304:	Emergency Release Notification not required.
Section 311/312:	Hazard Category: Acute (nuisance dust if allowed to dry out). MSDS, chemical inventory, Tier I/II reporting are applicable.
Section 313:	Product is not subject to Form R reporting.

SECTION 16 – OTHER INFORMATION

The information in this MSDS was obtained from sources which we believe are reliable. However, the information is provided without any representation or warranty, express or implied, regarding the accuracy, correctness, or suitability of this information for application to the purchasers intended use. The conditions or methods of handling, storage, use and disposal of the product are beyond our control. We, therefore, do not assume the responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product.

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

07/25/2016

<u>Date Rec'd</u>	7/13/2016
<u>Clerk's File #</u>	OPR 2015-0915
<u>Renews #</u>	

<u>Submitting Dept</u>	RISK MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TIM DUNIVANT 6845	<u>Project #</u>	
<u>Contact E-Mail</u>	TDUNIVANT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CLAIMS
<u>Agenda Item Name</u>	AMEND OPR 2015-0915, ETTER, MCMAHON, LAMBERSON, VANWERT..		

Agenda Wording

An amendment adding additional funds and removing the termination date to the contract with Michael McMahon and the firm of Etter, McMahon, Lamberson, VanWert & Oreskovich, P.C.

Summary (Background)

In October, 2015 the City entered into a contract with Michael McMahon and the firm of Etter, McMahon, Lamberson, VanWert & Oreskovich, P.C. to serve as Special Counsel to the City regarding the matter of Frank Straub v the City of Spokane.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ \$35,000	# 0000 00000 00000 00000
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	FAGGIANO, SAM	tdunivant@spokanecity.org
<u>For the Mayor</u>	WHITNEY, TYLER	james.scott@ascrisk.com
<u>Additional Approvals</u>		mjm13@ettermcmahon.com
<u>Purchasing</u>		sfaggiano@spokanecity.org
		rimus@spokanecity.org

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and MICHAEL MCMAHON of ETTER, MCMAHON, LAMBERSON, VANWERT & ORESKOVICH, P.C., whose address is 618 West Riverside Avenue, Suite 210, Spokane, Washington 99201, as "Firm."

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE COUNSEL, providing legal services and advice to the City and individual officers and employees regarding a PERSONNEL MATTER; and

WHEREAS, a lawsuit, entitled FRANK STRAUB v. THE CITY OF SPOKANE, a municipal corporation, CITY OF SPOKANE MAYOR DAVID CONDON, CITY OF SPOKANE CITY ATTORNEY NANCY ISSERLIS, and CITY OF SPOKANE CITY ADMINISTRATOR THERESA SANDERS, in their individual and official capacities, has been filed in United States District Court for the Eastern District of Washington under Civil Action Number 2:16-cv-00029-TOR, which relates to the above referenced PERSONNEL MATTER, the Firm was under contract to provide legal services and advice to the City; and

WHEREAS, the matter will not be resolved prior to the amended termination date of July 15, 2016; and

WHEREAS, additional funds are necessary, -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated October 15, 2015 and October 19, 2015, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Amendment shall become effective upon signature by both parties.
3. AMENDMENTS. Sections 2 and 3 of the contract documents are amended to read as follows:
 2. EFFECTIVE DATE. This Contract Amendment shall begin upon signature by both parties and run until July 15, 2016 until terminated or completion of services ~~whichever is earlier~~. The City reserves the right to terminate this Contract, with or without cause, as determined in the sole discretion of the City Attorney.

3. COMPENSATION. The City shall pay the hourly fees and other charges, as stated in the attached exhibit, up to a maximum amount of ~~FORTY EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$48,400.00)~~ ~~ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)~~ ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$185,000.00) as full compensation for everything furnished and done under this Contract.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

ETTER, MCMAHON, LAMBERSON
VANWERT & ORESKOVICH, P.C.

E-Mail address: _____

By: _____

Title: _____

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

07/25/2016

Date Rec'd

6/1/2016

Clerk's File #

OPR 2015-0584

Renews #Submitting DeptNEIGHBORHOOD & BUSINESS
SERVICESCross Ref #Contact Name/PhoneJONATHAN 509-625-6734
MALLAHANProject #Contact E-Mail

JMALLAHAN@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0750 - CONTRACT EXTENSION - GREATER SPOKANE INCORPORATED

Agenda Wording

Contract extension with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated (GSI) for Federal Lobbying Services (\$18,000) and Business Recruitment Assistance (\$28,220) for a total contract amount of \$46,220

Summary (Background)

The contract amendment would extend the term through December 31, 2016. Expenses for the extension will total \$46,220 with \$18,000 for federal lobbying services and \$28,220 for business recruitment assistance. Between June 30, 2016 and October 1, 2016 the City will release an RFP to consider proposals for continued economic development assistance and federal lobbying services in 2017. The RFP draft will be briefed with the City Council prior to its issuance.

Fiscal ImpactBudget Account

Expense \$ 18,000.00

0520 36200 11600 54101 99999

Expense \$ 28,220.00

0750 30210 58100 54201 99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MALLAHAN, JONATHAN

Study Session

PED 6/20/16

Division Director

MALLAHAN, JONATHAN

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

jhappy@spokanecity.org

For the Mayor

WHITNEY, TYLER

rcrow@spokanecity.org

Additional ApprovalsPurchasing

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE REGIONAL CHAMBER OF COMMERCE, dba GREATER SPOKANE INCORPORATED, whose address is 801 West Riverside Avenue, Suite 100, Spokane, Washington 99201-2147, as "GSI".

WHEREAS, the parties entered into a Contract wherein GSI agreed to provide (A) FEDERAL LOBBYING SERVICES; AND (B) BUSINESS RECRUITMENT ASSISTANCE; and,

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

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated August 3, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run from July 1, 2016 through December 31, 2016.
3. COMPENSATION. The City shall pay the Company a maximum total amount not to exceed FORTY SIX THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$46,220.00) for everything furnished and done under this Contract Extension. The division and proportion of this aforementioned compensation is as follows:
 - (A) FEDERAL LOBBYING SERVICES = EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00); and,
 - (B) BUSINESS RECRUITMENT ASSISTANCE = TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$28,220.00).

Dated: _____

CITY OF SPOKANE

By: _____
Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

GREATER
INCORPORATED

SPOKANE

E-Mail address: _____

By: _____

Title: _____

BRIEFING PAPER
City of Spokane
Planning and Economic Development Committee
June, 2016

Subject

Greater Spokane Incorporated (GSI) Contract Extension

Background

The City of Spokane Contracts with GSI for federal lobbying services and business recruitment assistance. The current contract with GSI expires June 30th 2016. The annual value of the contract is \$92,440 with \$36,000 dedicated to federal lobbying services and the remaining \$56,440 for business recruitment assistance.

The contract delineates performance measures for each funded activity. The measures are listed below and performance reports are included as an attachment.

Federal Lobbying Services Performance:

- Number of issues lobbied for the City
- Number of successes obtained for the City

Business Recruitment Assistance:

- Number of businesses shown sites within the City of Spokane by industry (manufacturing, aerospace and medical)
- Number of businesses shown sites by each geographic area (The Yard, West Plains, University District)
- Success rate of recruiting businesses
- What is the feedback from targeted industries on why Spokane is or is not competitive for their business
- Post-mortem on businesses unsuccessfully recruited

The contract amendment would extend the term through December 31, 2016. Expenses for the extension will total \$46,220 with \$18,000 for federal lobbying services and \$28,220 for business recruitment assistance. Between June 30, 2016 and October 1, 2016 the City will release an RFP to consider proposals for continued economic development assistance and federal lobbying services in 2017. The RFP draft will be briefed with the City Council prior to its issuance.

Action

Extend City contract with GSI through December 31, 2016

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

07/25/2016

<u>Date Rec'd</u>	7/6/2016
<u>Clerk's File #</u>	OPR 2004-1086
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	LIBRARY
<u>Contact Name/Phone</u>	ANDREW CHANSE 509-444-5305
<u>Contact E-Mail</u>	ACHANSE@SPOKANELIBRARY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	APPROVAL OF LIBRARY ANNEXATION INTERLOCAL AGREEMENT

Agenda Wording

First Amendment to Interlocal Agreement Between the City of Spokane and the Spokane County Library District Concerning Mitigation of the Impact of Annexation in Moran Prairie and Glenrose Prairie.

Summary (Background)

The City and the Spokane County Library District entered into an interlocal agreement in 2004 because residents formed the Moran Prairie Library Capital Facility Area to approve the sale of \$2.35 million in bonds for construction of the Moran Prairie branch library. The interlocal agreement calls for an amendment to the agreement for each subsequent annexation with a description of the annexed area. This amendment includes the three annexations since approval of the interlocal.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	CHANSE, ANDREW
<u>Division Director</u>	
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	WHITNEY, TYLER

<u>Study Session</u>	
<u>Other</u>	CHE Committee
<u>Distribution List</u>	
<u>rbarden@spokanelibrary.org</u>	
<u>ascott@spokanecity.org</u>	
<u>Additional Approvals</u>	
<u>Purchasing</u>	

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPOKANE
AND THE SPOKANE COUNTY LIBRARY DISTRICT
CONCERNING MITIGATION OF THE IMPACT
OF ANNEXATION IN MORAN PRAIRIE AND GLENROSE PRAIRIE**

WHEREAS, the City of Spokane and the Spokane County Library District entered into an interlocal agreement on December 13, 2004, concerning mitigation of the impact of annexation in Moran Prairie and Glenrose Prairie; and

WHEREAS, Section 1 of the Interlocal Agreement calls for an amendment to the agreement at the time of each future annexation of a portion of the Moran Prairie Area, as defined in the Interlocal Agreement, to include a specific description of the proposed annexation area to be appended as an additional exhibit of the agreement; and

WHEREAS, there have been three annexations in the Moran Prairie Area, subsequent to the execution of the Interlocal Agreement; and

WHEREAS, the parties recognize and acknowledge that the City of Spokane has been paying and the Spokane Library District has been receiving payments for the amount of property tax the District would have been collecting each year if not for the annexations as contemplated by the Interlocal Agreement for the Muirfield and Shopko annexations; and

NOW, THEREFORE, this First Amendment to the Interlocal Agreement between the City of Spokane and the Spokane County Library District concerning mitigation of the impact of annexation in Moran Prairie and Glenrose Prairie shall be attached to and incorporated into the agreement.

The Interlocal Agreement is amended to include the following annexations:

Descriptions of the Muirfield, Shopko and Spokane Housing Ventures annexations are incorporated as Attachments A, B, and C respectively, including the legal descriptions and maps.

Attachment A: Muirfield Annexation approved by the City Council on February 7, 2005, pursuant to Ordinance No. C – 33585. City Council approved Resolution No.2004-0081 on August 23, 2004, to pursue the annexation, which was initiative by the petition method under Chapter 35.13 RCW.

Attachment B: Shopko Annexation approved by the City Council on February 28, 2005, pursuant to Ordinance No. C – 33597. City Council approved Resolution No. 04-82 on August 23, 2004, to pursue the annexation, which was initiative by the petition method under Chapter 35.13 RCW.

Attachment C: Spokane Housing Ventures Annexation approved by the City Council on April 11, 2016, pursuant to Ordinance No. C – 35370. City Council approved Resolution No. 2015 - 0031 on April 20, 2015, to pursue the annexation, which was initiative by the petition method under Chapter 35.13 RCW.

ACCEPTED AND AGREED TO ON _____

SPOKANE COUNTY LIBRARY DISTRICT

Board of Trustees

By: 
Its: Chairperson

Approved as to form:

By: 
Its: Counsel to the Library District

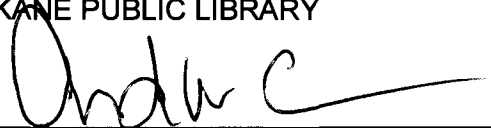
CITY OF SPOKANE

By: _____
Its: _____

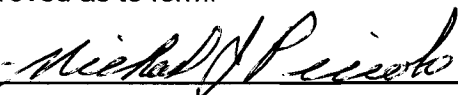
Attest:

City Clerk

SPOKANE PUBLIC LIBRARY

By: 
Its: Library Director

Approved as to form:

By: 
Its: Assistant City Attorney

ATTACHMENT A – MUIRFIELD ANNEXATION LEGAL DESCRIPTION AND MAP

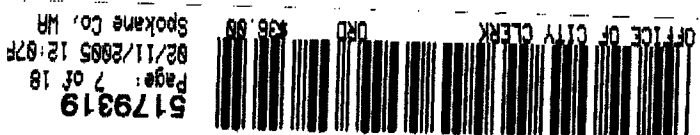
LEGAL DESCRIPTION:

That portion of the South half of Section 35, Township 25 North, Range 43 East, W.M. generally situated between 37th avenue and 42nd Avenue extended, being approximately 780 feet wide as measured in an east-west direction, and adjoining the East limit of the City of Spokane as established on 11/6/89; MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

The entire area contained solely within Muirfield Addition and Muirfield First Addition, including all of 37th Avenue adjoining the North plat boundary line of Muirfield Addition.

All properties situate in Spokane County, Washington.

83358



ATTACHMENT B – SHOPKO ANNEXATION LEGAL DESCRIPTION AND MAP

LEGAL DESCRIPTION:

A. That portion of Section 3, Township 24 North, Range 43 East, W.M. described as follows:

1. That portion of Government Log 3 lying westerly of the west line of Freya Street.
2. All of Government Lot 4, and that portion of Government Lot 5 lying north of the south 20 rods of said Government Lot 5 and northeasterly of the centerline of vacated Palouse Highway.
3. That portion of the south 20 rods of said Government Lot 5 lying northeasterly of the Palouse Highway, including Palouse Highway southwesterly of and adjoining.
4. That portion of Government Lots 6 and 11 lying westerly of the west line of Freya Street; including all of Freya Street adjoining the west lines of Ashton Heights 2nd and 3rd Additions north of the Palouse Highway; including all of Freya Street adjoining the east line of Russell's Subdivision south of the Palouse Highway.
5. All of Government Lot 12, including that portion of 53rd Avenue south of and adjoining; including Regal Street west of and adjoining.

And:

B. That portion of Section 4, Township 24 North, Range 43 East, W.M. described as follows:

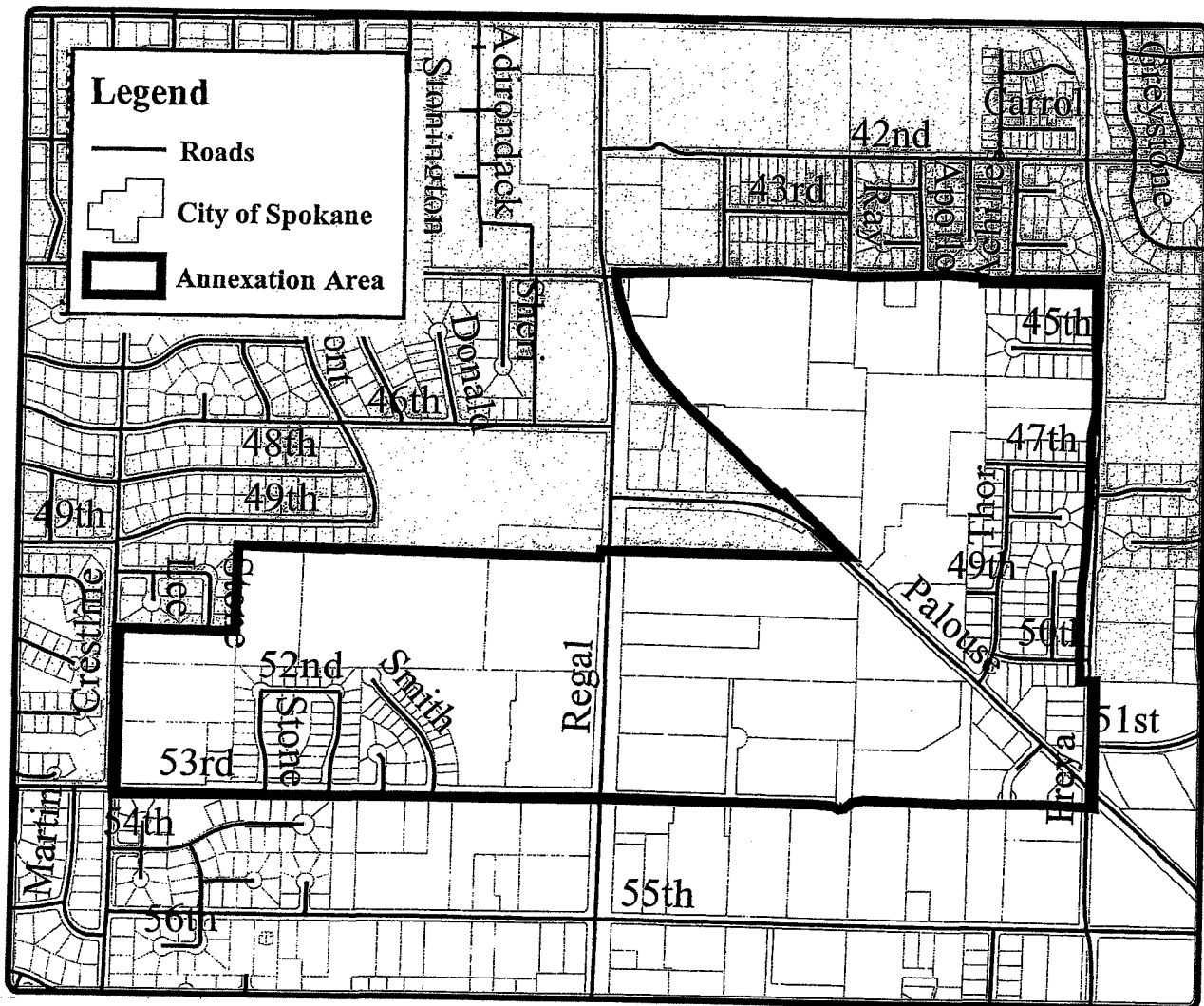
1. All of Government Lots 9 and 10, EXCEPT that portion contained within Crestline Court subdivision; including Crestline Street west of and adjoining said property; including 53rd Avenue south of and adjoining said property, including Regal Street east of and adjoining.
2. That portion of Government Lot 1 lying within fractional northeast $\frac{1}{4}$ and lying easterly of Regal Road and Palouse Highway.

All properties situate in Spokane County, Washington.

Shopco Annexation Map

BRB 583-04: Proposed Annexation to the City of Spokane (Shopko)

Annexation Area approved by the Boundary Review Board
on November 8, 2004



ATTACHMENT C – SPOKANE HOUSING VENTURES ANNEXATION LEGAL
DESCRIPTION AND MAP

LEGAL DESCRIPTION:

Those portions of the North ½ of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

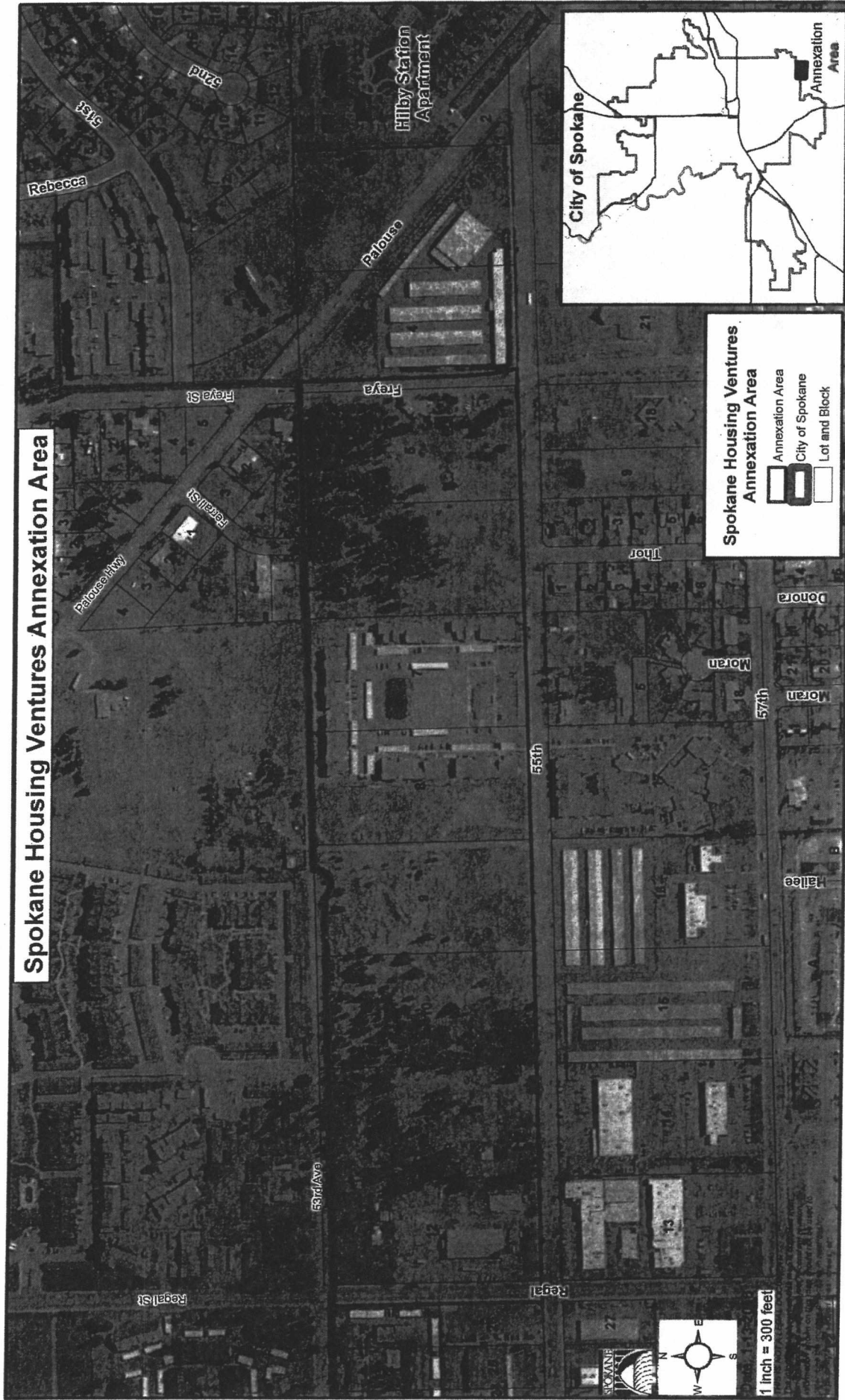
All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the southeast corner of Lot 1 Block 2 of the plat of Russell's subdivision recorded at the Spokane County Auditor on October 11, 1962, said point being on the west right-of-way line of Freya Street; THENCE east across Freya Street to the intersection of the east right-of-way line of Freya Street and the north line of Lot 4 Block 1 of the Amended Plat of South Spokane; THENCE south along the east right-of-way line of Freya Street to the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Freya Street; THENCE west across Freya Street to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the point of beginning.

All properties situated in Spokane County, Washington.

Spokane Housing Ventures Annexation Map



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

07/25/2016

<u>Date Rec'd</u>	7/13/2016
<u>Clerk's File #</u>	ORD C35417
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TIM DUNIVANT 625-6845	<u>Project #</u>	
<u>Contact E-Mail</u>	TDUNIVANT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0410 - EBO RE: NEW AUDIT POSITION		

Agenda Wording

Amending Ordinance No. C-35322 and appropriating funds in the General Fund, FROM: Interfund Other General Govt Services , \$50,800; TO: Various Accounts, same amount.

Summary (Background)

This ordinance creates a new Compliance/Tax Auditor position in the Finance Division. This position will initially provide audit and compliance oversight of contracts and financial reporting for the capital facility renovations of Riverfront Park. The position will also provide similar audit and compliance oversight for other projects of significance throughout the City.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 50,800	#	0410-34100-99999-34919-99999
Expense	\$ 50,800	#	Various Accounts - See Ordinance
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance Committee
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tdunivant@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	pcbrown@spokanecity.org	
<u>Additional Approvals</u>		cmarchand@spokane.org	
<u>Purchasing</u>			

ORDINANCE NO C35417

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0410-34100	General Fund	
	99999-34919	Interfund Other General Govt. Services	<u>\$ 50,800</u>
TO:	0410-34100	General Fund	
	14230-01250	Compliance/Tax Auditor (from 1 to 2 positions)	36,000
	14230-52110	Social Security	2,800
	14230-52230	Pension Leoff II	3,000
	14230-52310	Medical Insurance	7,500
	14230-52330	Life Insurance	50
	14230-52320	Dental Insurance	500
	14230-52340	Disability Insurance	200
	14230-51640	Deferred Comp	750
			<u>\$ 50,800</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need create an additional Compliance/Tax Auditor position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/25/2016

Date Rec'd

7/13/2016

Clerk's File #

ORD C35418

Renews #Submitting Dept

GRANTS & CONTRACT MGMT

Cross Ref #Contact Name/Phone

SALLY STOPHER 6032

Project #Contact E-Mail

SSTOPHER@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #Agenda Item Name

0430 EBO FOR CONTRACT COMPLIANCE OFFICER

Agenda Wording

This ordinance will establish a new Contract Compliance Officer position in Grants Management.

Summary (Background)

This ordinance converts a Project Employee position to a permanent classified position in the Grants Management department. Council previously approved the funding for this position however, until the final classification was approved by Civil Service and the salary grade was established by Human Resources, the budgeted funds were used to cover the project position. This ordinance creates the permanent position in the budget.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUNIVANT, TIMOTHY

Study SessionDivision Director

DUNIVANT, TIMOTHY

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

For the Mayor

WHITNEY, TYLER

Additional ApprovalsPurchasing

ORDINANCE NO C35418

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Grants Management Department of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Grants Management Department, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0430-30210	Grants Management	
	14600-59954	RSV TCC	90,000
			<u>\$ 90,000</u>
TO:	0430-30210	Grants Management	
	14600-01150	Contract Compliance Officer (from 0 to 1 position)	61,262
	65410-52110	FICA	4,687
	65410-52210	Retirement	5,054
	65410-52310	Medical	16,297
	65410-52320	Dental	1,300
	65410-52330	Life Insurance	500
	65410-52340	LTD	300
	65410-52400	Industrial Insurance	100
	65410-51640	Deferred Comp	500
			<u>\$ 90,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a Contract Compliance Officer position for the Grants Management department, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/25/2016

<u>Date Rec'd</u>	7/12/2016
<u>Clerk's File #</u>	ORD C35419
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	ORD C35322
<u>Contact Name/Phone</u>	SUZI 625-6803	<u>Project #</u>	
<u>Contact E-Mail</u>	SSCHEIDEGGER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1680 EMERGENCY BUDGET ORDINANCE RELATED TO RWJF INVEST HEALTH		

Agenda Wording

Amending Ordinance No. C-35322 and appropriating funds for the RWJF Invest Health grant. This action budgets revenue and expenses related to this grant.

Summary (Background)

OPR 2016-0447 was approved by City Council on 6/6/2016. This action establishes the budget necessary to accept \$60,000 revenues and disburse the same for related expenses.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KINDER, DAWN	<u>Study Session</u>	6/6/2016 CHE
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	rcrow	
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO C35419

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Miscellaneous Community Development Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Community Development Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Community Development Grants Fund, the following changes be made:

FROM:	1700-53010	Misc. CD Grants	
	65110-36720	Private Grants	<u>\$ 60,000</u>
TO:	1700-53010	Misc. CD Grants	
	65110-54201	Contractual Services	17,208
	65110-54401	Airfare	3,389
	65110-54407	Lodging	3,990
	65110-54408	Per Diem	742
	65110-54409	Other Transportation	355
	65110-54901	Misc. Services/Charges	34,317
			<u>\$ 60,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to expend Invest Health grant funds accepted by City Council under OPR 2016-0447, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/25/2016

<u>Date Rec'd</u>	7/13/2016
<u>Clerk's File #</u>	RES 2016-0062
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	AIRPORTS - PRE-APPROVAL WSDOT AVIATION GRANT OFFER AND AGREEMENT

Submitting Dept

AIRPORTS

Contact Name/PhoneLARRY 455-
KRAUTER/BEN 6419/6258
STUCKARTContact E-Mail

LKRAUTER@SPOKANEAIRPORTS.NET

Agenda Item Type

Resolutions

Agenda Item NameAgenda Wording

Resolution authorizing the execution of United States Department of Transportation Federal Aviation Administration Grant Offer No. 3-53-0072-054-2016 for the Spokane International Airport-\$6,900,000.

Summary (Background)

This resolution authorizes the Mayor to execute "U.S. Department of Transportation Federal Aviation Administration Grant Agreement Part 1 - Offer for Spokane International Airport-Project No. 3-53-0072-054-2016," in the amount not to exceed \$6,900,000 for the "Spokane International Airport South Pilot Ramp Rehabilitation" project, referred to as Project No. 3-53-0072-054-2016.

Fiscal ImpactBudget Account

Revenue \$ 6,900,000

various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PFISTER, TERRI

Study SessionDivision DirectorOtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

lcorcoran@spokaneairports.net

For the Mayor

WHITNEY, TYLER

gvasquez@spokanecounty.org

Additional Approvals

lkrauter@spokaneairports.net

Purchasing

RESOLUTION NO. 2016-0062

A resolution authorizing the execution of United States Department of Transportation Federal Aviation Administration Grant Offer No. 3-53-0072-054-2016 - Spokane International Airport.

WHEREAS, the City of Spokane, Washington (the "City") is a first-class city duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington and its City Charter; and

WHEREAS, pursuant to the provisions of Chapter 14.08 RCW, the City and County of Spokane have entered into an interlocal agreement for the ownership and operation of the Spokane Airport, including Spokane International Airport and Felts Field Airport; and

WHEREAS, the United States Department of Transportation, Federal Aviation Administration, has offered a grant to the City and the County of Spokane for the "Spokane International Airport South Pilot Ramp Rehabilitation" project, referred to as Project No. 3-53-0072-054-2016; and

WHEREAS, Spokane Airport has provided a description of said grant offer and the "Spokane International Airport South Pilot Ramp Rehabilitation" project, referred to as Project No. 3-53-0072-054-2016, to the respective legislative authorities of the City and the County of Spokane for their approval; and

WHEREAS, a condition precedent for award of the grant to Spokane Airport is pre-approval of the same by the respective legislative authorities of the City and the County of Spokane.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Spokane, Washington that the Mayor is hereby authorized to execute that document entitled "U.S. Department of Transportation Federal Aviation Administration Grant Agreement Part 1 - Offer for Spokane International Airport- Project No. 3-53-0072-054-2016," a grant offer in the amount not to exceed \$6,900,000 for the "Spokane International Airport South Pilot Ramp Rehabilitation" project, referred to as Project No. 3-53-0072-054-2016.

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

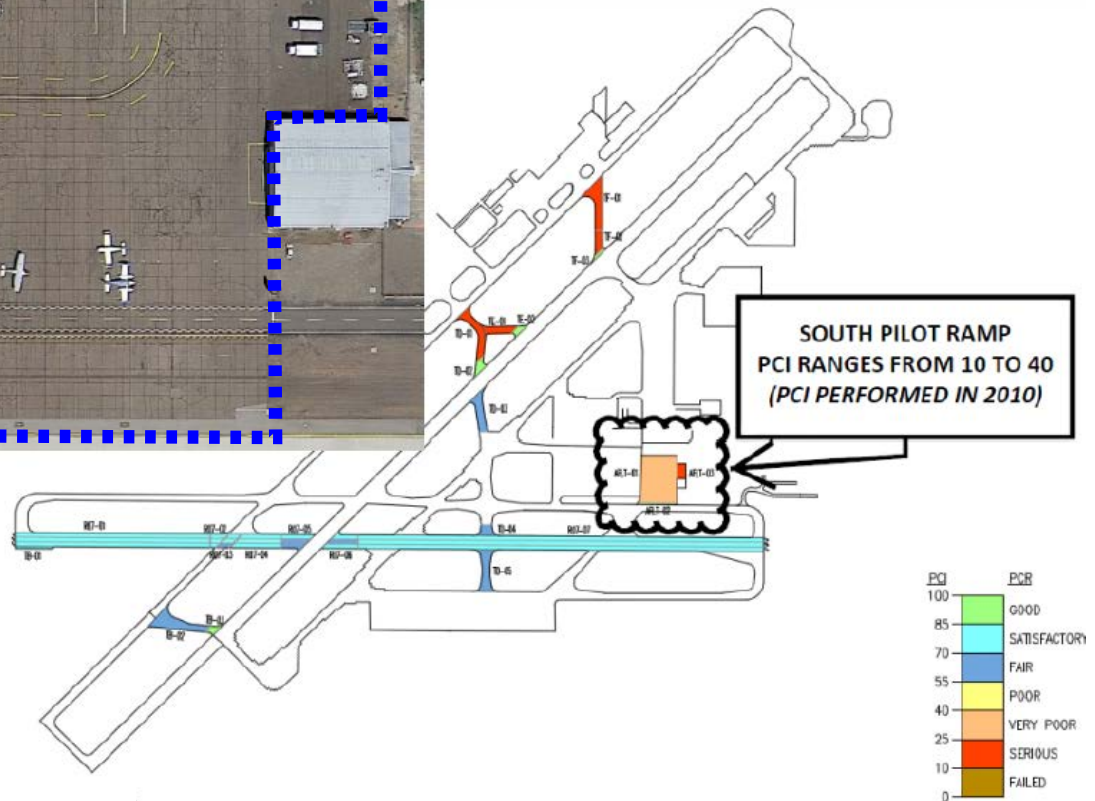
City Clerk

Approved as to form:

Assistant City Attorney

Spokane International Airport

South Pilot Ramp Rehabilitation Project



Project Location Map
Includes Pavement Condition Index (PCI)

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

07/25/2016

<u>Date Rec'd</u>	7/12/2016
<u>Clerk's File #</u>	RES 2016-0063
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	SAM FAGGIANO 625-6818
<u>Contact E-Mail</u>	SFAGGIANO@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0500 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving settlement of Graham Construction & Management, Inc., et. al., v. City of Spokane, and Washington State Department of Transportation, Spokane County Superior Court No. 15-2-02931-7.

Summary (Background)

This incident arises out of a Public Works Construction contract awarded to Graham Construction and Management, Inc. for what was known as the Havana Street Overcrossing - Phase II. This claim was settled through direct negotiation.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 200,000	# 5800-78100-18680-54601
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	dstragier@spokanecity.org
<u>For the Mayor</u>	sfaggiano@spokanecity.org

<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption "GRAHAM CONSTRUCTION & MANAGEMENT, INC., a Washington corporation; and MJM GRAND, INC., a Washington corporation, Plaintiffs v. CITY OF SPOKANE, a Washington municipal corporation, and WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, an agency of the State of Washington, Defendants.," Cause No. 15-2-02931-7, arising out of a Public Works Construction contract awarded to Graham Construction and Management, Inc. for what was known as the Havana Street Overcrossing - Phase II construction project, in the City of Spokane, as more fully described in the Complaint filed in said cause; and

WHEREAS, the City has agreed to indemnify and defend WSDOT, subject to the terms and conditions set forth in a Mutual Defense and Reservation of Rights Agreement entered between the City and WSDOT; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs for a payment of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to dismiss with prejudice her underlying lawsuit and any and all claims against the City and WSDOT, defendants.

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

1. The City of Spokane authorizes that payment in the amount of TWO HUNDRED THOUSAND DOLLARS and NO/100 DOLLARS (\$200,000.00), to be paid to Lukins & Annis, P.S. Trust Account, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiff will dismiss the underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims by plaintiffs in connection with said case and claim.

PASSED the City Council this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/18/2016

Date Rec'd

3/30/2011

Clerk's File #

ORD C35416

Renews #**Submitting Dept**

HEARING EXAMINER

Cross Ref #**Contact Name/Phone**

DAVE 6089

Project #**Contact E-Mail**

DCOMPTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0570 - TUSCAN RIDGE Z2005-121-PUD

Agenda Wording

An Ordinance changing the zone for property known as Tuscan Ridge described as MARSHALL'S 10 ACRE TRACT, 1ST ADDITION, BLOCK 5; EXCEPT QUAIL RIDGE PLANNED UNIT DEVELOPMENT; in the City and County of Spokane, WA.

Summary (Background)

On 12-07-06 the Hearing Examiner held the first public hearing on the request of the owner to rezone the above-described property to allow a planned unit development overlay zone. Testimony was taken again and the matter was continued several times without a further hearing being held until the final hearing was held on May 11, 2007. The record remained open until May 30, 2007, for the submission of post hearing memorandums; on the request of the owner of certain property zoned RSF. . .

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

DALTON, PAT

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

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

Hearing Examiner - areid@spokanecity.org

For the Mayor

WHITNEY, TYLER

Planning Dept - dcompton@spokanecity.org

Additional Approvals

Planning Dept - tpalmquist@spokanecity.org

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

RSF (Residential Single-Family), and generally located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, and on June 11, 2007, recommended approval of a Planned Unit Development Overlay Zone for said property subject to conditions. Appeals were filed and the Hearing Examiner's decision was upheld. (Tuscan Ridge Z2005-121-PUD)

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

ORDINANCE NO. C35416

An Ordinance changing the zone for property located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map to show a Planned Unit Development Overlay Zone for said property.

WHEREAS, the Hearing Examiner held the first public hearing on December 7, 2006. After taking testimony, the hearing was continued to December 20, 2006. Testimony was taken again and the matter was continued several times without a further hearing being held until the final hearing was held on May 11, 2007. The record remained open until May 30, 2007, for the submission of post hearing memorandums; on the request of the owner of certain property zoned RSF (Residential Single-Family), and generally located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, and on June 11, 2007, recommended approval of a Planned Unit Development Overlay Zone for said property subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.040, so as to designate the property described as:

MARSHALL'S 10 ACRE TRACT, 1ST ADDITION, BLOCK 5;
EXCEPT QUAIL RIDGE PLANNED UNIT DEVELOPMENT;
AND EXCEPT THAT PORTION OF LAND DEEDED TO THE CITY OF SPOKANE UNDER AFN. 6503202 FOR PUBLIC RIGHT OF WAY, BEING A PARCEL OF LAND BEING A PORTION OF THE NE 1/4 OF SECTION 5 AND A PORTION OF GOVERNMENT LOT 15 AND GOVERNMENT LOT 16 OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCEMENT AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 16, SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON;
THENCE NORTH 27°15'37" EAST A DISTANCE OF 189.92 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 25°20'18" WEST A DISTANCE OF 293.53 FEET;

THENCE NORTH 00°03'18" WEST A DISTANCE OF 7.65 FEET;

THENCE SOUTH 44°38'36" WEST A DISTANCE OF 5.46 FEET TO A NON-TANGENT CURVE;

THENCE ALONG A NON-TANGENT CURVE TO THE SOUTHEASTERLY, HAVING A RADIUS OF 489.87 FEET, A CENTRAL ANGLE OF 35°29'13", AN ARC LENGTH OF 303.41 FEET, A CHORD BEARING OF SOUTH 25°41'49" EAST, AND A CHORD LENGTH OF 298.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,949.97 SQUARE FEET (0.11 ACRES) OF LAND MORE OR LESS.
SUBJECT TO RIGHTS OF WAY, EASEMENTS OR SERVITUDES OF RECORD OR
IN VIEW.

in the City and County of Spokane, State of Washington, with a Planned Unit Development
Overlay Zone.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date

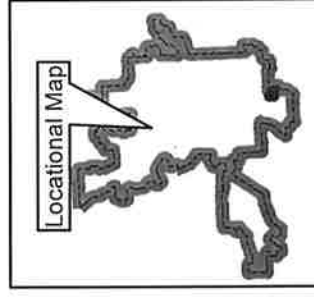
Effective Date

Tuscan Ridge PUD Overlay Z1300046FPUD

DATE: June, 2016
USER: Planning & Development

Legend

-  Tuscan Ridge PUD
-  Parcels
-  Existing Zoning
-  Residential Single-Family



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



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

07/25/2016

Date Rec'd

7/5/2016

Clerk's File #

ORD C35250

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ELDON BROWN 625-6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

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

4700 - STREET VACATION ORDINANCE - SCOTT STREET

Agenda Wording

An ordinance amending C35250 vacating the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue. (Southgate Neighborhood Council)

Summary (Background)

City Council approved the Vacation on April 27, 2015 subject to conditions needing to be met prior to the final reading of Ordinance. At that council meeting the ordinance was read for the first time. Since that time the applicant has decided not to privatize the public sewer main so an easement will be retained for the City. Additionally Avista and Comcast now need to retain easements for their facilities in the alley.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

MALLAHAN, JONATHAN

Finance

KECK, KATHLEEN

Legal

RICHTMAN, JAMES

For the Mayor

WHITNEY, TYLER

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

PCED 3/2/15

Distribution List

Engineering Admin

edjohnson@spokanecity.org

Additional Approvals

ebrown@spokanecity.org

Purchasing

sbishop@spokanecity.org

htrautman@spokanecity.org

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

ORDINANCE NO. C35250

An ordinance vacating the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Ave.

WHEREAS, a petition for the vacation of the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue 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 alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Ave in the Southeast Quarter of Section 32, T25N, R43E, W.M., Spokane, Washington is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the **Entire north 20 feet of the vacated area for the utility service of the City of Spokane, Comcast and Avista** to protect existing utilities.

Section 3. In accordance with the Permit to Enter agreement with Black & Warrick, LLC dated January 7, 2015, the City suspends the provision to charge the appraised valuation for the vacated land in exchange for the use of a portion of parcel number 35324.3101 as a temporary construction easement for a CSO Tank to be installed in the public right-of-way adjacent to the property.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

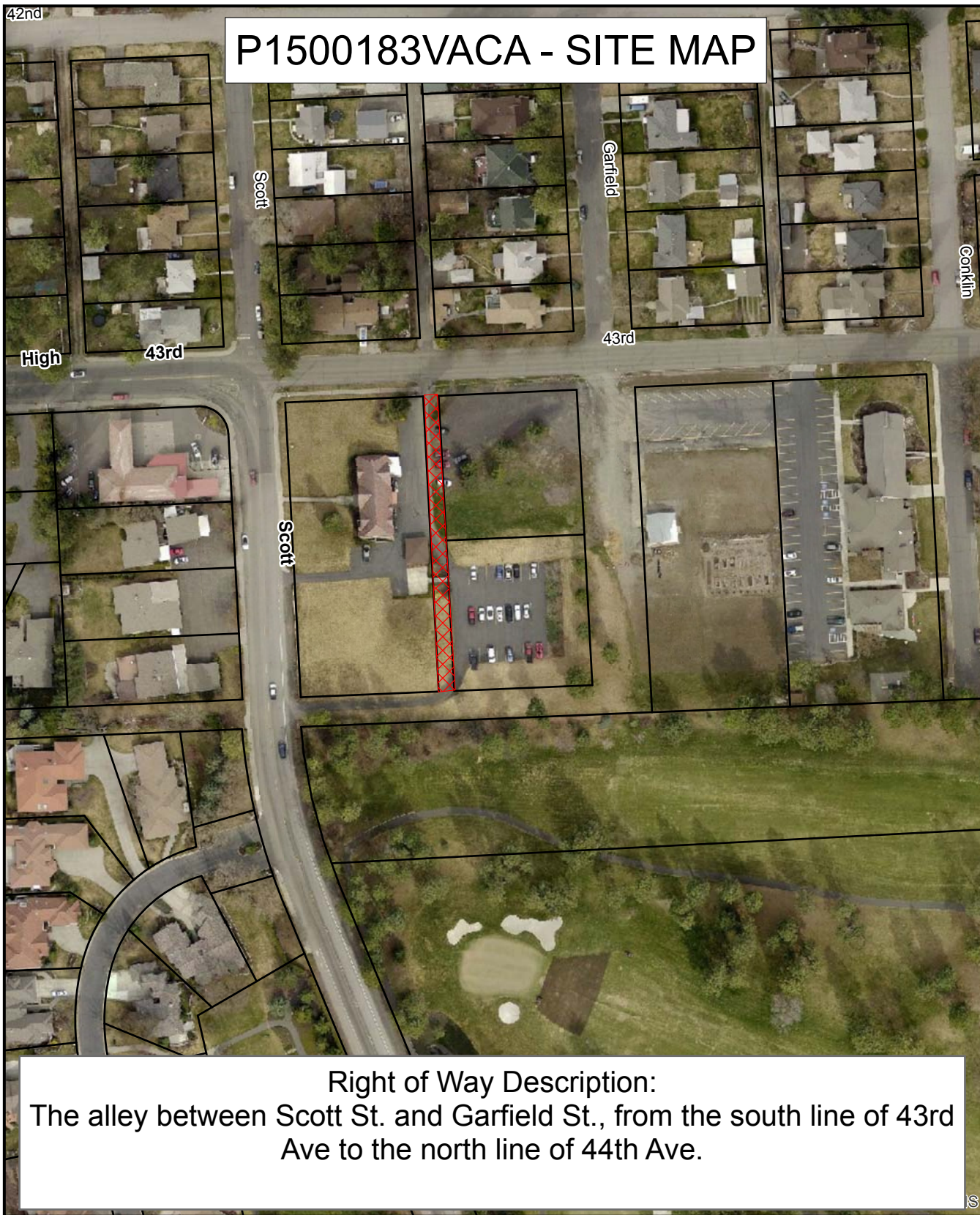
Date: _____

Effective Date: _____

stvac\ 43rd 44th Alley Ordinance

42nd

P1500183VACA - SITE MAP



Right of Way Description:
The alley between Scott St. and Garfield St., from the south line of 43rd Ave to the north line of 44th Ave.

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

80 40 0 80 160 Feet



AREA

 **COSGIS**
City of Spokane GIS



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

07/25/2016

Date Rec'd

7/13/2016

Clerk's File #

ORD C35420

Renews #Submitting Dept

FINANCE & ADMIN

Cross Ref #Contact Name/Phone

GAVIN COOLEY X6586

Project #Contact E-Mail

GCOOLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

5600-ORDINANCE TO AMEND SMC 07.08

Agenda Wording

An ordinance relating to special revenue funds, amending SMC sections 07.08.130 and adding a new section to be numbered 07.08.150.

Summary (Background)

This ordinance establishes the special revenue fund that is related to the financing/accounting for Projects of Citywide Significance Program. This ordinance also amends SMC 07.08.130, which will allow for use of the monetized savings related to the refinance of the LTGO 2005B bonds. The reductions of the debt service may be utilized for economic development purposes.

Fiscal ImpactBudget Account

Neutral \$ n/a

n/a

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BUSTOS, KIM

Study Session

Finance Comm 07/11/16

Division Director

DUNIVANT, TIMOTHY

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

Andrew Worlock aworlock@spokanecity.org

For the Mayor


WHITNEY, TYLER

Gavin Cooley gcooley@spokanecity.org

Additional Approvals

Kim Bustos kbustos@spokanecity.org

Purchasing

 Agenda Sheet for City Council Meeting of: 07/25/2016		<u>Date Rec'd</u>	7/13/2016
		<u>Clerk's File #</u>	ORD C35420
		<u>Renews #</u>	
<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GAVIN COOLEY X6586	<u>Project #</u>	
<u>Contact E-Mail</u>	GCOOLEY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	5600-ORDINANCE TO AMEND SMC 07.08		
<u>Agenda Wording</u>			
An ordinance relating to special revenue funds, amending SMC sections 07.08.130 and adding a new section to be numbered 07.08.150.			
<u>Summary (Background)</u>			
This ordinance establishes the special revenue fund that is related to the financing/accounting for Projects of Citywide Significance Program. This ordinance also amends SMC 07.08.130, which will allow for use of the monetized savings related to the refinance of the LTGO 2005B bonds. The reductions of the debt service may be utilized for economic development purposes.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$ n/a	# n/a	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	Finance Comm 07/11/16
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Andrew Worlock aworlock@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	Gavin Cooley gcooley@spokanecity.org	
<u>Additional Approvals</u>		Kim Bustos kbustos@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C35420

An ordinance relating to special revenue funds, amending SMC sections 07.08.130 and adding a new section to be numbered 07.08.150.

The City of Spokane does ordain:

Section 1. That SMC section 07.08.130 is amended to read as follows:

07.08.130 Parking System Fund

- A. There is created and shall be maintained in the office of the City Treasurer a special revenue fund designated the “parking system fund.” All City parking revenue from on and off street meter systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund.
- B. Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C. City Council priorities for expenditures from the parking system fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, “parking environment” shall mean all infrastructure in the public right-of-way that contributes to the interface between the downtown resident, visitor or worker and the downtown built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of downtown common areas, which contribute to the overall experience of downtown.
- D. Parking Advisory Committee.
 - 1. A thirteen-member parking advisory committee will be created to advise the City on investments in the parking environment, policy, and rate-setting as informed by the downtown parking study. The committee shall be facilitated by Business Improvement District staff and shall be

composed of the following stakeholders to be appointed by the City Council: one (1) downtown property owner, one (1) owner of a large downtown business, one (1) owner of a downtown small business, one (1) resident of downtown, one (1) downtown worker, one (1) designee from Spokane Transit Authority, one (1) representative of the Arts community; three (3) members chosen at the discretion of the Business Improvement District; two (2) city council members in non-voting, *ex officio* roles; and the (1) Parking Services Manager in a non-voting, *ex officio* role. The committee members shall serve staggered terms of three (3) years. The committee chair shall be elected by a vote of the committee and shall serve a (1) year term, however, the Committee may vote to extend the chairperson's term by (1) additional year.

2. The Committee shall propose to the City Council, on an annual basis, a set of recommended projects to improve the downtown parking environment, guidance on parking rate-setting, and other public policy recommendations concerning the downtown parking system, as well as a description and analysis of the outcomes of the prior years' parking fund investments.
3. In forming its recommendations, the Parking Advisory Committee shall observe the following process:
 - a. City Council and the City administration, through their *ex-officio* Committee positions, shall provide the Committee with priorities for the Committee's consideration during their annual project planning process.
 - b. With consideration given to the input received in this process from City Council and the Administration, The Committee shall develop an annual recommended budget and capital project list for the parking system fund. This list will be presented to the City Council on or before November 1 of each year. The City Council shall then consider for approval the list of projects and recommended investments as part of the normal annual budget process. Projects will be placed in the six-year capital program as needed.
 - c. The ~~((the))~~ parking advisory committee, in collaboration with City Council and staff Committee designees, will develop a set of indicators that will track downtown vitality as a result of improvements made from parking system fund investments. These data will be available in the annual report.
 - d. Notwithstanding any other recommendations or policy suggestions, the committee shall include the following goals in its report and track their progress: (1) the establishment of a parking system fund

reserve of \$500,000, and (2) the set-aside of not less than ten percent (10%) of the parking system fund for the support of emergency projects in the downtown parking environment.

- E. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds (Bonds) or any subsequent refinancing of these bonds. In the event the Bonds are refinanced and result in a reduction of remaining debt service, said reductions may be utilized for economic development purposes in the City subject to City Council Resolution.

Section 2. That a new section be added to ch. 07.08 to be numbered SMC section 07.08.150 to read as follows:

07.08.150 Financial Partnership Portfolio Fund

- A. There is established a special revenue fund to be known as the “financial partnership portfolio fund” into which shall be deposited funds designated by the city council for economic development under the Projects of Citywide Significance program.
- B. Money in this fund is disbursed under approved agreements in accordance with the Projects of Citywide Significance program.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date